

## Terms of Use

Please read this Terms of Use agreement before using the websites, mobile applications or services offered by KickFeed Limited [the company] These terms of use set out the legally binding terms and conditions for your use of the website at kickfeed.com [the site] Our mobile applications {the apps} and the services, features, content, products and applications offered by the company and/or third parties (collectively with the site, the apps the service or services).

### Acceptance of Terms

By registering for and/or using the site or the apps in any way, including without limitation merely visiting the site, you expressly acknowledge that you have read and agree to be bound by all of the terms and conditions herein [the terms], the Privacy Policy and other guidelines and policies that the company may publish on the site from time to time.

The site and the apps are intended for lawful use by persons over thirteen (13) years of age. Company reserves the right to change these Terms, the Privacy Policy and other Company guidelines and policies posted on the site from time to time at its sole discretion, with or without notice. Your continued use of the site and the apps constitutes your acceptance of the revised Terms, and your use of the site and the apps will be subject to the most current version of these Terms, policies, and guidelines posted on the site or in the apps at the time of such use. If you breach any part of these Terms, your authorisation to use the Service will automatically terminate.

### Access to the site and the apps

Subject to these Terms, the company may offer to provide certain Services, as described more fully on the Site, which are solely for your own use, and not for the use or benefit of any third party. Services may include any information content provided for or distributed to you (over the Internet, in person or otherwise).

### Membership of the site and the apps

If you choose to become a member of KickFeed, during the member registration process, you will be asked to choose a password. You agree to keep your password confidential. Members are entirely responsible for any and all activities which occur under their account whether authorised or not authorized, unless access to a Member's user name and/or password was obtained by a third party through no fault or negligence of Member's own. Member agrees to notify Company of any unauthorised use of Member's account or any other breach of account security as soon as it becomes known to Member. Any rights to use Services offered to a Member are personal to that Member and not for commercial use without the express written consent of Company. You are solely responsible for your interactions with other Members, third party developers or any other parties with whom you interact through the Service. Company reserves the right, but has no obligation, to become involved in any way with any disputes.

### User Submissions

KickFeed provides you the ability to register, create, add, distribute and/or post content [user submissions], which may include but not be limited to, comments, suggestions, questions, ratings, reviews, graphics, photographs, videos, articles, blog postings, and Personally Identifiable Information and Non-Personally Identifiable Information as defined in the Privacy Policy.

In regards to your user submissions, you will:

- acknowledge that you are publishing that User Submission
- acknowledge that the content found in your User Submission is in the public domain
- acknowledge that you may be publicly identified as a result of your User Submission;
- acknowledge that you own and control all of the content associated with your User Submission or have full authority and permission from owners of any right, title, or interest when submitting content in a User Submission
- agree to pay royalties or other fees owed to any person or entity as a result of your User Submission
- have permission to use the name and likeness of each identifiable individual person when submitting User Submissions that pertain to any identifiable individual's personal information;
- hereby grant Company an international, perpetual, non-exclusive, transferable, royalty-free, fully paid license to use, reproduce, display, distribute and fully exploit your User Submissions in connection with Company and

its businesses, including but not limited to redistributing part or all of your User Submissions to any media format and through any media channels, including but not limited to those of third parties

- acknowledge and understand that Company has the right to delete, edit, modify, excerpt or translate any User Submission
- acknowledge and understand that any you are solely responsible for any User Submission content that you submit to Company
- acknowledge and understand that Company is not responsible or liable for any User Submission that is erroneous, deceptive, fraudulent, defamatory, obscene, profane, unlawful, promotional of any crime or invasive of another's privacy
- acknowledge and understand that Company cannot guarantee the identity of Members or other users of the Service with whom you interact.

### **Rules and Conduct**

The Service is provided for personal and commercial use only. You are solely responsible for all of your activity in connection with the Service.

Without limitation, the following are examples of User Submissions that are not permitted:

- User Submission is knowingly inaccurate, deceptive, fraudulent, false, or untruthful.
- User Submission is libellous, obscene, defamatory, offensive, profane, unlawful, promotional of any crime or invasive of another's privacy.
- User Submission is unsolicited advertising or use of junk, "spam", or bulk transmission, or "phishing".
- User Submission is intended to result in the transmission and/or distribution of a computer or mobile device virus.
- User Submission is meant to impersonate any person or entity.

The company reserves the right, but has no obligation, to edit, modify, delete, hide or remove any User Submission in its sole discretion with or without cause. The company does not guarantee that any User Submission will be made available on the site. Company reserves the right to refuse service, terminate accounts, and cancel orders if we believe that your conduct violates these Terms.

### **Modifications and Interruption to Service**

The company reserves the right to modify or discontinue any element of the Service with or without notice to you, and The company will not be liable to you or any third party should the company exercise this right. You acknowledge and accept that the company does not guarantee continuous, uninterrupted or secure access to the service and operation of the Service may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

### **Fees**

The company reserves the right to charge for any portion of the Services and to change its fees (if any) from time to time in its sole discretion. If the company terminates your access to the Services because you have breached these Terms, you will not be entitled to the refund of any unused portion of fees or payments (if any).

### **Third-Party Sites and Services**

The Service may include links to other websites, services or resources on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability, content, legality, appropriateness or any other aspect of any third-party site. Your use of third-party sites is at your own risk and subject to the terms of use and privacy policies of each site, for which we are not responsible and which we encourage you to review.

### **Warranty Disclaimer**

THE SERVICE IS PROVIDED BY THE COMPANY ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE USE OR THE RESULTS OF THE SERVICE, IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, UP-TO-DATENESS OR OTHERWISE. COMPANY WILL HAVE NO LIABILITY FOR ANY

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#### **Limitation of Liability**

COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR COMPANY WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **Indemnification**

You agree to indemnify and hold harmless the company, its subsidiaries, affiliates, officers, directors, members, shareholders, agents, employees, licensors, suppliers, co-branders or other partners, from any claim or demand, including reasonable legal fees and damages of any kind, made by any third party due to or arising out of your use of the service, your User Submissions, your violation of these Terms, or infringement by you, or other users of the Service using your computer or mobile device, of any intellectual property or any other right of any person or entity.

#### **Compliance with Laws**

Use of the Service is not authorised in any jurisdiction that does not give effect to all provisions of these Terms. You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Service in any way that violates applicable UK, European, State, Federal, or International laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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#### **Law and jurisdiction**

Any contract formed between you and the company under these terms and conditions shall be governed by the Law of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.