

AiSCOUT – APP USER TERMS

The AiScout App allows amateur sportsmen and sportswomen to log profile details and to enter into sporting trials run by specific sporting clubs and organisations. It is intended to be an innovative and convenient for you to present your skills and abilities to such bodies.

PLEASE READ THESE USER TERMS CAREFULLY

BY USING THE APP YOU AGREE TO THESE TERMS

Who we are and what this Agreement does

We Project 23rd Century Limited of 60 Wensleydale Road, Hampton, Middlesex, TW12 2KX are the owners of AiScout and we license you to use:

- AiScout mobile application software, any data supplied with the software, (**App**) and any updates or supplements to it.
- Any related online documentation (**Documentation**).

as permitted in these terms.

Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.aiscout.io/privacy/> and it is important that you read that information.

Your right to cancel these terms

As a consumer, you are generally entitled to cancel this agreement within 14 days of accepting these terms and to receive a refund of any payment made, subject always to our being able to retain a reasonable sum to reflect any services provided to you during the cancellation period.

General Disclaimer

You understand and accept that, although the function of the App is to allow you to download certain basic information about yourself and to download technical data demonstrating your skills and aptitude at a given sport, we make no guarantee whatsoever that your taking part in any sporting trial will lead to your being requested to attend any later trial or evaluation by a professional club, sporting body or similar organisation and we shall have no liability whatsoever to you in the event that you are not chosen for any later trial or evaluation.

Please be aware that internet transmissions are never completely private or secure and that any information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Payment for the App

Given that we are providing you with the App for a nominal fee only, and whilst we make every reasonable commercial effort to ensure that the App works in accordance with its technical specification, we make no warranty, express or implied, that the App is free from defects or meets your individual requirements.

Operating system requirements

This app requires a mobile telephone or other handheld device with the following minimum requirements.

Support for the App and how to tell us about problems

Support. If you want to learn more about the App or have any problems using them please take a look at our support resources at [\[INSERT LINK\]](#).

Contacting us. If you think the App or Documentation are faulty or wish to contact us for any other reason please email our customer service team at support@aiscout.io.

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

How you may use the App

In return for your complying with these terms you may:

- download a copy of the App onto an unlimited number of mobile telephone and/or handheld devices onto which the App may be downloaded and view, use and display the App on such devices for your personal use only;
- use any Documentation to support your permitted use of the App.
- provided you comply with these terms, make up to 2 copies of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or updates of the App incorporating "patches" and corrections of errors as we may provide to you.

You must be 16 to accept these terms and use the App.

If you are under 16, you can only use this App if you comply with the following conditions:

- you provide us with email/telephone details of a parent or guardian; and
- that parent or guardian confirms that you are entitled to use the App and agrees to be responsible for the way in which you use the App.

You may not transfer the App to someone else

You may not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

Changes to these terms

We reserve the right to change these terms at any time.

We will give you at least 14 days notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

Updates to the App and Documentation

From time to time we may automatically update the App and change the Documentation to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such

updates or if you opt out of automatic updates you may not be able to continue using the App and the Documentation.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

If someone else owns the phone or device you are using

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

We may collect technical data about your device

By using the App or Documentation, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

Location Data

The App is designed to use GPS technology to determine your current location. You can withdraw your consent at any time by disabling Location Data in your settings. Please note that the default position of the App is that the GPS technology is deactivated and so you will need to activate it in your settings. The use of location data is likely to be of assistance to you as it will increase the chances of clubs and/or sporting bodies in your geographic area getting to know about you and making contact in relation to possible trials.

We are not responsible for other websites you link to

The App or Documentation may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Documentation in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Documentation nor permit the App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Documentation on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the

information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Documentation.

Acceptable use restrictions

You must:

- not use the App or any Documentation in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Documentation, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Documentation;
- not use the App or any Documentation in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

Intellectual property rights

All intellectual property rights in the App and the Documentation throughout the world belong to us and the rights in the App and the Documentation are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these terms.

Support and maintenance in respect of the App

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

Given that the App is provided for a nominal fee only, where we are permitted by law to limit our liability to you in relation to any direct or indirect loss suffered by you, our liability shall not exceed £1,000 in relation to any single event or series of related events.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The App is for domestic and private use only. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Documentation. We accept no liability to you in the event that any content or data uploaded by you on the App is lost.

Check that the App is suitable for you. The App and Documentation have not been developed to meet your individual requirements. You are therefore solely responsible for checking that the App and the Documentation (as described on the App Store site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the App or the Documentation is delayed by an event outside our control then we will not be liable to you.

We may end your rights to use the App if you breach these terms

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right within 14 days of receiving written notice from us requiring you to do so, we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Documentation:

- You must stop all activities authorised by these terms, including your use of the App and any Documentation.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely remove your device's access to the App..

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another party. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

If a court finds part of this contract illegal, the rest will continue in force

Each one of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. In all other cases, any legal proceedings arising out of or in connection with these terms shall be brought exclusively in the English courts.