

## **GENERAL TERMS OF USE OF FC CORNER**

### **Introduction**

FC CORNER is a Service connecting collectors of match worn or issued football shirts. This Service is accessible to the Members of FC CORNER via Internet. Some functionalities of the Service FC CORNER are free and others are paid by the Members via a Subscription.

These terms and conditions are binding documents which govern your use of our services and our provision of the service to you. You are advised to read these terms and conditions carefully. This will help ensure that they contain everything you want and that there is nothing within them that you are not prepared to agree to. If they contain anything that you are not willing to agree with then your only course of redress is not to use any of the services offered by FC CORNER.

### **Article 1. Definitions and Interpretations**

The following words shall have the followings meaning in these Terms and Conditions :

"Agreement" shall mean these Terms and Conditions.

"Subscription" refers to a paid fixed rate giving unlimited access to our paid Services, as required, for a limited period that can be 1 month, 3 months, 6 months and 12 months, renewable after the purchased period where the subscription has been purchased using Paypal and allowing continuing debits to be made.

"Service(s)" refers to the entirety of the Services of FC CORNER available to our Members, whether paid or unpaid.

"Paid Services" refers to all Services accessible, at rates quoted, by FC CORNER to Members with a valid Subscription.

"Member(s)" refers to any or all valid registered users of FC CORNER, whether they access Services or Paid Services.

### **Article 2. Registration to FC CORNER**

#### **2.1. Registration**

To access the Services you will need a computer, laptop and or smart mobile phone. It is your responsibility to ensure that you have (and continue to have) one of these devices including the cost of using these devices.

To become a Member of FC CORNER you must be at least Eighteen (18) years old. You must complete all of the fields on the registration form(s).

Password(s) and any other information used to identify a Member are strictly private and confidential and must not be passed on or shared with any third parties.

Should you wish to sign up a friend to our Services, you must have obtained the prior consent of this friend in order for us to process their data and provide the Service to them via yourself.

We may deactivate accounts of Members who have not used the Services for twelve months or more and for whom no Subscription remains valid.

## 2.2. Right to cancel

In accordance with the Article L. 121-20 of the French Consumer Code, the member may cancel his order for the Services by giving FC CORNER written notice within seven working days of placing the order without giving any reason and without penalties. However, as mentioned in the Article L.121-20-2, 1<sup>st</sup> of the French Consumer Code this right of cancellation does not apply once the Member have started to use the relevant Services.

## Article 3. Use of FC CORNER

Once registered, and if he has Subscribed, the Member will access to the Services available on FC CORNER. The price and terms of payment for the different Paid Services are available during the presentation or use of the Paid Service(s) for which the Member wishes to subscribe. Payment terms are also described in the article "Payment terms" of these General Conditions.

### 3.1. Obligations of FC CORNER

FC CORNER ensures the virtual connection of collectors of football match worn or issued shirts via electronical means. The aim of FC CORNER is not to advise and does not guarantee the authenticity of the uploaded shirts by the Members.

FC CORNER does not have a contractual obligation nor moral or ethically responsibility or the technical means to :

- Verify the identity of persons who register as Members or use FC CORNER.
- Verify or monitor Member Content (although we do reserve the right to monitor if we think it appropriate).

The member is advised not to assume that any Member Content is accurate. FC CORNER cannot be liable for false or misleading statements by Members.

The Member remains at all times solely responsible (and liable) for the use of his identification information by third parties or for the actions or statements made through the Member's account, whether these be fraudulent or not.

The Member is responsible for the acts or omissions of any third parties who use his identification information or account, whether fraudulent or not. The Member agrees to indemnify FC CORNER against any claims of this kind. For the avoidance of all doubt, FC CORNER shall not be liable if the Member's identity is used by someone else.

If the Member feels or suspects that there has been a breach (of any kind) of his account and or the information displayed on his profile then he must immediately notify FC CORNER. Furthermore, the Member should also amend his password.

When contacting another Member through FC CORNER, the Member must take appropriate precautions. Any transactions (sales, exchanges, etc.) between Members are at the own risk of the Member(s) and are not FC CORNER's responsibility.

Furthermore, FC CORNER reminds its members that it is strictly forbidden to disclose to other Members information allowing their identification (except their User Names), such as family name, address and e-mail address, phone number, etc. via the services of FC CORNER.

### 3.2. Member's obligations

#### 3.2.1. General obligations

The member generally agrees to :

- Behave loyally towards FC CORNER and its Members.
- The respect all the rights of intellectual property and copyrights of the contents provided by FC CORNER and by the other Members.
- Acknowledge that the consequences of disclosing information on the Member or other Members are the sole responsibility of the Member concerned.

#### 3.2.2. Fundamental Obligations

In connection with the Services breach any applicable law, regulation or code of conduct, the Member agrees not to :

- Upload only match worn or match issued football shirts.
- Make any comment or publish in any form whatsoever that is contrary to the purpose of FC CORNER's current rules and laws in force or acceptable norms and standards.
- Supply an accurate information and conform to the reality. The consequences of disclosing information on the life of the Member or of other Members are the sole responsibility of the Member concerned.
- Upload photographs and any other information in terms of data or files supplied by a Member that are indecent. Photographs, and other information in terms of data or files supplied must refer

exclusively to the Member or to a third party from whom the Member has expressly obtained consent and are the sole responsibility.

- Not to make comments, propagate or disseminate in any form whatsoever content that contravenes the rights of others or that is defamatory, injurious, obscene, offensive, violent or inciting to violence, political, racist or xenophobic and, in general, any content that is contrary to the purpose of FC CORNER, current rules and laws in force or acceptable norms and standards. In particular, photographs, videos and any other information in terms of data or files supplied by a Member of FC CORNER must be decent and refer exclusively to the Member or to a third party from whom the Member has expressly obtained consent and are the sole responsibility of the Member concerned.
- Reveal through the Services any information that enables the Member to be personally identified or contacted other than through the Services including last name, postal / email address or telephone number.
- Not to post, disseminate, or broadcast in any form whatsoever information or content that has the effect of diminishing, disorganizing or preventing normal usage of the Services, or of interrupting and/or slowing down normal circulation of communications between Members through the Services, such information comprising, for example, software, worms, viruses, software bombs, mass mailing, etc. FC CORNER reserves the right to delete messages sent in mass mailings by a Member in order to maintain the quality of use of the Services provided to its Members.
- Not to use the Services for junk mail, spam and pyramid or similar or fraudulent schemes.
- Not to publish any information whatsoever integrating a link to another website/blog.
- To use his/her password and/or ID only for his/her purpose of authentication for the Services. In this regard, the Member must not, without limitation, communicate, disseminate, share or make accessible, in any way, his/her passwords and/or IDs to any third party.
- To use the Services in accordance with the purpose set out in these Terms of Use.

FC CORNER reserves the right not to accept or to suspend or remove from our Services all or part of any profile, personal ad or any other Member Content for any reason that is deemed fit.

FC CORNER reserves the right to irretrievably delete messages and other Member Content after any period of time if FC CORNER exercises any right of termination under this agreement.

## **Article 4. Payment terms and Subscriptions**

### **4.1. Payment terms**

The use of the Paid Services assumes that the Member has a subscription. Members can acquire a subscription by using a Paypal account.

The prices and the terms of payment for the different Paid Services are displayed at all times on this site, including at the point when the Member chooses to make a purchase.

On FC CORNER, prices are indicated without taxes. The legal French VAT rate of 19.6% is applicable for EU Residents.

The activation of a subscription on a member's account occurs as soon as, or a few moments after a valid transaction has been completed (successful online transaction).

#### 4.2. Automatic renewal of subscriptions

The Member can contact F CORNER at any time to cancel his subscription. The cancellation will take effect from the expiry date given for the active subscription, in accordance with Article 8, 'Termination', below.

All subscriptions will be automatically renewed, unless the Member notifies FC CORNER of his wish to terminate his subscription at least 48 hours before the subscription's expiration date. The renewal shall be performed in accordance with the manner of payment originally chosen by the Member, at the price rate of the subscription to which the Member originally subscribed. For the avoidance of all doubt Members can avoid having their subscription auto-renewed if they contact FC CORNER at least 48 hours before their subscription expiration date to terminate their subscription.

#### 4.3. Modification of Subscription

In case a Member having a valid Subscription on FC CORNER wishes to Upgrade or Downgrade, he can choose another Subscription and enjoy the new Services under the following conditions.

The Member must send a request to FC CORNER via the website. His current Subscription is canceled by FC CORNER within 48 working hours. The Member must then take a new Subscription He is charged the day of the new Subscription of the Upgrade or Downgrade. The conditions of his previous Subscription are canceled and do not give right to any kind of refund. The new Subscription is valid for the entire period chosen by the Member. The shirts put online during the previous Subscription are deactivated (offline) and must be reactivated by the Member.

### **Article 5. Personal privacy and protection of Member data**

FC CORNER upholds the strictest of EU and French standards with respect to protection of privacy and of personal information, and has made a notification to the French Authority of personal information protection (la Commission Nationale de l'Informatique et des Libertés - CNIL) under the numbers 796865 and 802516.

Each Member can access or request access to information concerning him/her in order to have it modified, deleted or to forbid any further use by FC CORNER. Members can submit such requests for access by mailing their requests to the following address : FC CORNER – 7 rue des Perrières – 39000 Lons-le-Saunier - France or by filling out the contact forms, and each Member shall carefully identify the sender's personal information.

Each Member can, at the time of registration or at any time thereafter, request to receive and, subsequently, request without charge via FC-Corner.com to cease to receive, the newsletters and/or promotional offers sent to her/him by e-mail from FC CORNER. The rights and warranties of FC CORNER Members respect in particular the UK Data Protection Act of 1998 implementing the EU Directive 95/46/EC

dated 24 October 1995 on the protection of personal data and privacy within the European Union, and The Electronic Commerce Regulations of 2002 and the Privacy and Electronic Communications Regulations of 2003 implementing the EU Directive 2000/31/EC dated 8 June 2000 on electronic commerce and EU Directive 2002/58/EC dated 12 July 2002 on the protection of personal data and privacy in electronic communications.

#### 5.1. When and why do we gather information about you?

The Member is asked to supply information about himself/herself when he/she registers with the Service or acquires a subscription. Certain items of information are mandatory in order to gain access to Services.

#### 5.2. What sort of information do we gather ?

Personal information gathered FC CORNER can include your name, mailing and/or email address, fixed line and/or mobile telephone numbers, and photographs.

Furthermore, certain non-personal information are also gathered, such as the version of the Member's and any other visitor's web browser (Firefox, Internet Explorer, etc.), the operating system (Windows 7, Mac Os, etc.) and the IP address of the computer from which they are visiting.

Finally, FC CORNER uses cookies, designed to store information used to identify the Member while he/she is browsing the website, in order to allow the Member to continue browsing without having to re-enter this information for each new page. The Member always has the option of preventing the use of cookies by modifying the options of his/her web browser.

#### 5.3. Who has access to your information?

The information gathered about you when you register with FC CORNER and subscribe to our Services is used to offer you our different Services. All precautions have been taken on our databases to archive your information in a secure environment. Only a small number of our employees have access to your information, which is only accessible in case of necessity. The personal information you provide at the time of registration which does not comprise your personal ad and your profile will not be accessible by third parties, nor passed on, sold or exchanged.

### **Article 6. Intellectual Property**

#### 6.1. Contents provided by FC CORNER

The name FC CORNER, logos, graphics, photographs, animations, videos and texts featured on this website and in the our provision of the Services are the intellectual property of FC CORNER or its partners and may not be reproduced, used or represented without the express permission of FC CORNER or its partners, under threat of legal action.

The rights of use granted by FC CORNER to the Member are strictly limited to accessing, downloading, printing and reproduction on all media (hard disk, floppy disk, CD-ROM, etc.) and to use of these documents for private and personal purposes in the scope of and for the duration of the Member's membership. Any other use by the Member is prohibited without the express authorisation of FC CORNER.

In particular, the Member is prohibited from modifying, copying, reproducing, disseminating, transmitting, exploiting for commercial gain and/or distributing in any form whatsoever the Services, from all of our website pages or software codes for elements comprising any element of Services and website.

## 6.2. Contents provided by the Members

The Member grants FC CORNER a licence to use the intellectual property rights attached to the content provided by the Member for the purpose of broadcasting on the FC CORNER Site.

This licence in particular incorporates the right for FC CORNER to reproduce, represent, adapt, translate, scan, use for publicity purposes, commercial or non-commercial, sub-licence or assign the content concerning the Member (information, images, videos, descriptions, search criteria, etc.) on all or part of the FC CORNER Services (on the FC CORNER site by email) and/or in mailings sent by FC CORNER and, in a general manner, on all distribution media, in particular electronic (email, text messaging, MMS, WAP, Internet, CD-Rom or DVD-Rom).

The Member expressly authorizes FC CORNER to modify this content in order to conform to the look and feel of the FC CORNER Services and/or other communications media above, and/or to make this content compatible with its technical processes or appropriate media formats. These rights are worldwide and exist for the entirety of the agreement set out in these terms and conditions between the member and FC CORNER. The Member is prohibited from copying, reproducing or otherwise using for any purpose the content relating to other Members, except for the explicit requirements for usage of the Services for the Member's own strictly personal and private use.

## Article 7. Liabilities and Warranties

### 7.1. Functioning of the website and Services

To use the Services, the Member must have the necessary hardware equipment and software and the necessary parameters required to properly use the website i.e. access to the Internet. Members are also advised to JavaScript functions enabled, cookies enabled, and pop-ups enabled. FC CORNER does not guarantee optimal functioning of the website when using Internet Explorer 7 or its previous versions.

The Member must have the skills, hardware and software required to use the Internet and acknowledges that the characteristics and constraints of the Internet mean that the security, availability and integrity of Internet data transmissions cannot be guaranteed.

FC CORNER does not guarantee that the Services will function if the Member activates a pop-up killing tool. In this case, the function should be deactivated before using the Service.

FC CORNER does not guarantee that the Services will be usable if the Member's Internet service provider is unable to provide its services properly. In this context, FC CORNER cannot be held responsible for the non-functioning, unavailability or adverse conditions of usage of the website resulting from incorrect hardware, problems experienced by the Member's Internet service provider or blockages on the Internet networks or for all other reasons outside our sphere of influence.

Under these conditions, we do not guarantee that the Services shall function without interruption or error. In particular, the use of the website may be interrupted at any time for the purposes of maintenance, updates or technical improvements, or to develop its content and/or presentation. Whenever possible, we shall inform its Members prior to maintenance work or updates.

## 7.2. Information and content supplied but the Members

7.2.1 The information supplied by a Member must be accurate and conform to the reality. The consequences of disclosing information about the Member's shirts collection or of other Members are the sole responsibility of the Member concerned. Consequently, the Member waives all recourse against FC CORNER, notably on the basis of any possible damage to the Member's right to his/her image, the Member's honour and reputation, or the Member's privacy, resulting from the dissemination or revelation of information concerning the Member under the conditions foreseen by this Agreement since the Member has given his/her prior, free and express consent to such revelation through his/her registering with the Service and in application of this Agreement.

7.2.2. FC CORNER cannot be held liable for (and the consequences of) the accuracy or inaccuracy of the information and content provided by other Members, site visitors and/or the Member himself/herself. Correspondingly, FC CORNER cannot be held responsible for content distributed by a Member that might contravene the rights of one or more other Members or third parties.

FC CORNER can be held responsible by a Member only where certain and definitive proof is adduced before the courts demonstrating a wrongful act committed by FC CORNER having caused that Member damage. In this regard, FC CORNER shall in no circumstances be liable for direct or indirect damage to the Member where the Member's behaviour contributed to the occurrence of the damage he/she claims to have suffered. By way of illustration, FC CORNER shall not be liable for direct or indirect damage suffered by the Member in the event of non-performance or incorrect performance of these Terms of Use by the Member.

7.2.3 Members are urged to notify FC CORNER of inappropriate Member Content. The Member acknowledges that such notification may take place and that we may take steps outlined in this Agreement in respect of such information which comes to the attention of FC CORNER.

FC CORNER reserves the right not to accept or to suspend or remove from our Services all or part of any profile, personal ad or any other Member Content for any reason that is deemed fit.

7.2.4. FC CORNER is not liable for Member Content or other activities of Members which may breach the rights of other Users or third parties.

## 7.3. Links



FC CORNER or third parties may provide links on FC CORNER's website to third party websites. The Member uses them at his own risk. FC CORNER do not review such sites. FC CORNER do not recommend or endorse such sites nor is responsible for the content of those sites or any goods or services offered thereon. If in the course of performing a search on FC CORNER's site the Member encounters any third party website the use of which would violate applicable law, the member must immediately cease use of such website.

## **Article 8. Termination**

A Member may at any time and without the need to provide any reason end his/her registration with FC CORNER by requesting the closure of his/her account in the area of the website designated for such purposes. Such request shall be deemed effective from the first working day after receipt by FC CORNER of the request for closure of the account concerned. Such a request does not trigger reimbursement of, if appropriate, any time remaining on the Member's subscription.

Termination of a subscription, by a Member, shall be effective on the applicable subscription's expiration date provided the Member has contacted FC CORNER at least 48 hours before his subscription expiration date in order to terminate the subscription.

Without prejudice to the other provisions hereof, where the Member commits a serious breach, FC CORNER will terminate the Member's account without prior notification or warning. Such termination shall have the same effects as a termination by the Member.

Without prejudice to the other provisions hereof, where the Member commits a breach, FC CORNER will terminate the Member's account seven (7) days after having sent to the Member an email requesting unsuccessfully that he or she complies with these Terms of Use.

Such termination shall take effect without prejudice to any damages that we might claim from the Member or his/her beneficiaries and legal representatives, in compensation of the harm suffered as a result of such breaches.

The Member will be informed by email of the termination, or the confirmation of the termination, of his/her account. Data relating to the Member will be destroyed at his/her request or upon expiration of the legal time period following the termination of the Member's account.

## **Article 9. Entire Agreement**

This Agreement and the pages on this website to which these terms refer, constitute a contract that governs the relationship between the Member and FC CORNER. They cancel and replace any condition that may have been agreed to in the past, even if not directly withdrawn or amended, and constitute the entirety of the rights and obligations of the Members.

If any of the provisions of these Terms of Use is declared void in application of a law, a regulation, or a final decision of a court having proper jurisdiction, all other provisions shall remain fully in effect. Furthermore, failure by a Party to take action in respect of the breach by the other Party of any provisions of these Terms of Use, shall not be interpreted as constituting a waiver by said first Party of the right to take action in future in respect of such a breach.

## **Article 10. Amendments**

FC CORNER may modify these Terms of Use at any time. The Member will be informed of the nature of these modifications as soon as they are posted on the FC CORNER site. The modifications shall take effect one month after their posting on the Site. For Members registered after any modifications have been put online, these modifications shall be immediately applicable, as the Member will have expressly accepted them when the account was opened.

Otherwise, the member shall have several options:

10.1. The Subscription originally obtained by the Member has not yet expired

In such a case, the Member may demand that the Terms of Use in force at the time he/she obtained the Subscription continue to apply, until the original expiration date of the Subscription.

10.2. The initial term of the Subscription obtained by the Member has expired

In such a case, the Member may implement the procedure referred to in the Article "Termination" at any time during the four (4) months following the date on which the new Terms of Use take effect. After this four (4) month period, the new Terms of Use shall be deemed to have been accepted by the Member unless the Member has manifested his/her intention to terminate his/her account.

Members are therefore invited to read the most recent version online on the FC CORNER Site.

## **Article 11. Jurisdiction and Applicable Law**

This contract shall be governed by French law and any dispute will be decided only by the French courts.

## **Article 12. Who is FC CORNER ?**

FC CORNER SASU  
7 rue des Perrières  
39000 Lons-le-Saunier  
France

No. 752 222 661 RCS Lons-le-Saunier



The FC CORNER website is hosted on the Bluehost servers.

For any questions you wish to ask, you may contact us by completing the contact form.