

FOOTBALL ASSOCIATION OF WALES LIMITED

TERMS OF USE - CYMRU FOOTBALL APP



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING AND / OR USING THE CYMRU FOOTBALL APP

WHO WE ARE AND HOW TO CONTACT US

The Cymru Football app is an application operated by The Football Association of Wales Limited (“We”, “Our” or “Us”) and contains data and statistics in relation to all official football matches played in Wales.

We are registered in England and Wales under company number 00213349 and our registered office address is Vale Resort, Hensol, Vale of Glamorgan CF72 8JY. Our VAT number is 159-777-894. We are a limited company.

To contact us, please email cometinfo@faw.co.uk.

BY DOWNLOADING AND / OR USING THE CYMRU FOOTBALL APP YOU ACCEPT THESE TERMS

By downloading and/or using the Cymru Football app, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not download and/or use the Cymru Football app.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our Cymru Football app:

- Our Privacy Policy which can be found at www.faw.cymru, sets out the terms on which We process any personal data We collect from you, or that you provide to us.
- Our Acceptable Use Policy which can be found at www.faw.cymru, sets out the permitted uses and prohibited uses of our Cymru Football app. When using our Cymru Football app you must comply with this Acceptable Use Policy.
- Our Cookie Policy which can be found at www.faw.cymru, sets out information about the cookies on the Cymru Football app.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use the Cymru Football app, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO THE CYMRU FOOTBALL APP

We may update and change the Cymru Football app from time to time, for example to reflect changes to our products, services, our users' needs, and our business priorities.

WE MAY SUSPEND OR WITHDRAW THE CYMRU FOOTBALL APP

The Cymru Football app is made available free of charge.

We do not guarantee that the Cymru Football app, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Cymru Football app for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Cymru Football app via a mobile or a tablet device that you own, are also aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you, is aware of your user identification code or password, you must promptly notify us at cometinfo@faw.co.uk.

HOW YOU MAY USE MATERIAL ON THE CYMRU FOOTBALL APP

We are the owner or the licensee of all intellectual property rights on the Cymru Football app and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may use the content from the Cymru Football app for your personal use, share the content of the app on your social media platforms and also draw the attention of others to content posted on the Cymru Football app.

You must not modify any data that you use or share and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying data.

Our status (and that of any identified contributors) as the authors of content on the Cymru Football app must always be acknowledged.

You must not use any part of the content on the Cymru Football app for commercial purposes.

If you use or share data from the Cymru Football app in breach of these terms of use, your right to use the Cymru Football app will cease immediately and you must, at our option, return or destroy any data that you have.

DO NOT RELY ON INFORMATION ON THE CYMRU FOOTBALL APP

The content on the Cymru Football app is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Cymru Football app.

Although We make reasonable efforts to update the information on the Cymru Football app, We make no representations, warranties or guarantees, whether express or implied, that the content on the Cymru Football app is accurate, complete, or up to date.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user

- 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 and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our terms and conditions of supply.

If you are a business user:

- We exclude all implied conditions, warranties, representations, or other terms that may apply to the Cymru Football app or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Cymru Football app; or
 - use of or reliance on any content displayed on the Cymru Football app.
 - In particular, We will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill, or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that We only provide the Cymru Football app for domestic and private use. You agree not to use the Cymru Football app for any commercial or business purposes, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How We may use your personal information

We will only use your personal information as set out in our Privacy Policy which can be found at www.faw.cymru.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Cymru Football app will be secure or free from bugs or viruses.

You are responsible for configuring your mobile and tablet devices in order to access the Cymru Football app. You should use your own virus protection software.

You must not misuse the Cymru Football app by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Cymru Football app, the server on which the Cymru Football app is stored or any server, computer or database connected to the Cymru Football app. You must not attack the Cymru Football app via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Cymru Football app will cease immediately.

RULES ABOUT LINKING TO THE CYMRU FOOTBALL APP

You may link to the Cymru Football app, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link to the Cymru Football app on any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy found at www.faw.cymru.

If you wish to link to or make any use of content on the Cymru Football app, other than that set out above, please contact cometinfo@faw.co.uk.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter, and their formation, are governed by the Law of England and Wales. You and We both agree that the courts of England and Wales will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by the Law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trademarks are registered

The FAW and Cymru Football app logos are UK registered trademarks of the Football Association of Wales Limited. You are not permitted to use them without our approval.

September 2020