

Terms of Service

The following terms and conditions (“Terms”, “Agreement”) govern the relationship between clients (“User”, “you” or “your”) and soccey AG (Swiss Commercial Register UID: CHE-407.516.637, hereinafter “soccey”, “us”, “we” or “our”).

This Agreement sets forth the general terms and conditions of your use of the soccey website/mobile application and any of its products or services (collectively, “Mobile Application” or “Services”).

Data Policy

Providing our service requires collecting and using your information. Our privacy policy explains how we collect, use, and share this information.

Accounts and membership

Who can create an soccey Account?

We want to make our platform available to as many people as possible while keeping it safe, secure and compliant with legal requirements. Therefore, we need you to comply with a few restrictions in order to be part of the soccey community.

- You must be at least 13 years old.
- You must not be prohibited from receiving any aspect of our service under the laws that apply to you or engage in payments related services if there are restrictions which apply to you.
- We must not have disabled your account in the past for violation of law or any of our policies.

Account Security

If you create an account in the mobile application, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and use our services.

Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Account Suspension, Disabling or Deletion

We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our services. We may block your email address and Internet protocol address to prevent further registration. Should this happen we will notify you where appropriate. If you believe your account has been terminated in error, please contact us using the contact form on our website.

Account Usernames

If you select a username, first or last name, or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property, includes profanity or impersonates another user).

Prohibited uses of soccey

In addition to other terms as set forth in the agreement, you are prohibited from using the mobile application or its content:

- a) for any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- b) to infringe upon or violate our intellectual property rights or the intellectual property rights of others
- c) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- d) for any obscene or immoral purpose
- e) to submit false or misleading information
- f) to impersonate someone who you are not and to create an account for them.
- g) to buy, sell or transfer any aspects of your account (including your username) or to solicit, collect or use login credentials of other users.
- h) to act in ways which impair or interfere with the intended operation of the service.
- i) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related mobile application or the Internet
- j) to collect or track the personal information of others.
- k) You cannot attempt to create accounts or access or collect information in unauthorized ways. This also includes the creation of accounts and collection of information in an automated way without our express, written permission.
- l) to spam, phish, pretext, spider, crawl, or scrape.
- m) to interfere with or circumvent the security features of the service or any related mobile application or the internet.
- n) to violate (or help or encourage others to violate) these terms or our policies.
- o) To post private or confidential information or anything that violates someone else's right, including intellectual property.
- p) To use a domain name or URL in your username without our prior, written consent.

We reserve the right to terminate your use of the service or any related mobile application for violating any of the prohibited uses.

User content

We do not claim ownership of any data, information or material ("content") that you submit in the mobile application in the course of using the service. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted content.

By using the application and submitting content in any form, you grant us permission to host, access, copy, distribute, store, transmit, reformat, display, modify, publicly perform or display, translate and create derivative works of the content of your user account. To this end you hereby grant us a non-exclusive, royalty-free, transferable, sub-licensable worldwide license.

You can end this license anytime by deleting your content or account. However, content will continue to appear if you shared it with others and they have not deleted it or it may persist for a limited time period in backup copies.

We may, but have no obligation to, monitor and review content in the mobile application submitted or created using our services by you. In particular, we strive to review the information on your profile and to ensure that it is accurate to the best of our abilities. However, we can in no case be made liable for any inaccuracies or damages resulting from false information.

Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any content that, in our reasonable opinion, violates any of our policies or is in any way harmful, illegal or objectionable.

Contract Negotiation

By using the contract negotiation functionality of soccey, you agree to the following terms:

- soccey is not responsible for ensuring that the legal requirements for the contract are fulfilled.
- soccey is not involved as a party in the contract in any case. soccey only provides the platform for negotiation and generation of the contract.
- For any contract created on the soccey application, Swiss Law is exclusively applicable. If the parties explicitly name a different applicable law, this part of the contract is considered void and invalid. It does not matter if the contract was created outside of Switzerland or within Switzerland.

Backups

We perform regular backups of the content. However, these backups are for our own administrative purposes only and are in no way guaranteed. You are responsible for maintaining your own backups of your data. We do not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. We will do our best to ensure complete and accurate backups but assume no responsibility for this duty.

Updates

You agree that we can download and install updates to the service on your device.

Links to other mobile applications

Although this mobile application may link to other mobile applications, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked mobile application, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their mobile applications. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any mobile application which you access through a link from this mobile application. Your linking to any other off-site mobile applications is at your own risk.

Intellectual property rights

This agreement does not transfer to you any intellectual property owned by soccey or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with soccey. All trademarks, service marks, graphics and logos used in connection with our mobile application or services, are trademarks or registered trademarks of soccey or soccey licensors. Other trademarks, service marks, graphics and logos used in connection with our mobile application or services may be the trademarks of other third parties. Your use of our mobile application and services grants you no right or license to reproduce or otherwise use any soccey or third-party trademarks.

If you use content covered by intellectual property rights of soccey that we have made available in our service (for example, images, videos, designs or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).

You can only use our intellectual property and trademarks as expressly permitted by our Brand Guidelines or with our prior written permission.

You must obtain written permission from us to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Limitation of liability

soccey will use reasonable skill and care in providing our service and in keeping the environment safe, secure and error-free. However, we cannot guarantee that our service will always function without disruptions, delays or imperfections.

To the fullest extent permitted by applicable law, will soccey, its affiliates, officers, directors, employees, agents, suppliers or licensors are not liable in any way to for

- a) any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, warranty, breach of statutory duty, negligence or otherwise, even if soccey has been advised as to the possibility of such damages or could have foreseen such damages.
- b) The above does not exclude or limit our liability for any other things where the law does not permit us to do so.

Rights under this Agreement

- This agreement does not give rights to any third parties which are not explicitly named.
- You cannot transfer your rights or obligations under this agreement without our written consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Severability

All rights and restrictions contained in this agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Switzerland without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Switzerland. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Switzerland, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement.

Changes and amendments

We reserve the right to modify this agreement or its policies relating to the mobile application or services at any time, effective upon posting of an updated version of this agreement in the mobile application. When we do, we will revise the updated date at the bottom of this page. Continued use of the mobile application after any such changes shall constitute your consent to such changes.

Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.

Acceptance of these terms

You acknowledge that you have read this agreement and agree to all its terms and conditions. By using the mobile application or its services you agree to be bound by this agreement. If you do not agree to abide by the terms of this agreement, you are not authorized to use or access the mobile application and its services.

Contacting us

If you would like to contact us to understand more about this agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to support@soccey.com.

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