

TERMS AND CONDITIONS OF USE

1. About Us

- 1.1. Hello and welcome to Soccerment. We are a subscription service that provides subscribers with access to data analytics, infographics and algorithmic valuations of the performance of football players and teams.
- 1.2. The xVALUE stats Service is provided to you by Soccerment ("We", "Us"). We (and not a third-party payment provider) are solely responsible for the provision of the xVALUE stats Service and application.

2. Key Terms of Use

- 2.1. We provide access to data analytics, infographics and algorithmic valuations of the performance of football players and teams (collectively "Content"). The Content is usually subject to certain restrictions (including, but not limited to, certain territorial restrictions). You will be able to access and enjoy the xVALUE stats Service within any country where the xVALUE stats Service is available although the Content (and the language it is available in) will vary from territory to territory.
- 2.2. Please read these Terms and Conditions of Use ("Conditions") before subscribing to the xVALUE stats Service. For the avoidance of doubt, any offers, promotions or discounts that you may receive may be subject to additional terms and conditions which either supersede or supplement these Conditions. In the event of a conflict between these Conditions and the additional terms and conditions, the additional terms and conditions shall prevail.
- 2.3. We may modify these Conditions, including, by way of example only, due to a change to applicable law or to ensure better functionality of the xVALUE stats Service, provided that the overall subscription structure of the xVALUE stats Service as a whole will not be changed to your disadvantage (subject to Section 4.8). Revisions to these Conditions will be notified to you by us via email notice to the most recent email address we hold for you at least 30 days prior to their entry into force. Any changes to our payment terms will also be notified to you directly by email. These email notifications will clearly summarize any changes to these Conditions and clarify that you have thirty (30) days from the date of the notification to cancel your contract if you do not accept the revised Conditions. You will be deemed to have accepted these modified Conditions if you do not communicate your cancellation in accordance with the terms set out herein.
- 2.4. The xVALUE stats Service and any content viewed through the xVALUE stats Service are for your personal and non-commercial use only. When you are a xVALUE stats Service subscriber, we grant you a limited,

non-exclusive, non-transferable, license to access the xVALUE stats Service and to view the Content on a streaming-only basis. Except for the foregoing limited license, no right, title, or interest shall be transferred to you. You agree not to use the xVALUE stats Service for public performances.

- 2.5. Your subscription with us is conditional on any required payment due from time to time being authorized by your supported payment provider or your subscription code or promotional code being valid (if applicable) and is at all times subject to these Conditions. For the avoidance of doubt, payment will only be accepted from a payment provider based in the territory from which you wish to sign up to the xVALUE stats Service.
- 2.6. You agree that we may share information with third party rights holders in relation to the Content which is viewed by you when using the xVALUE stats Service. Such information shall be shared on an anonymous basis.
- 2.7. We may terminate our agreement with you at any time with sixty (60) days' prior notice via email to the end of the current subscription period. Our right to terminate the agreement for cause in accordance with Section 8.2 shall remain unaffected. If we terminate your agreement with us other than as a result of your breach, you may be entitled to receive a pro-rata refund of any amounts you have pre-paid for the xVALUE stats Service.
3. Free Trial Period
 - 3.1. Any free trial period will be specified to you during the sign-up process. We may provide offers and discounts in respect of the xVALUE stats Service at any time. Such offers may not apply to your individual account.
 - 3.2. Your Payment Method (as defined below) will be billed for your monthly subscription fee at the end of the free trial period unless you cancel your subscription prior to the end of the free trial period. To view the monthly subscription price and the end date of your free trial period, visit our website and click on the "Settings" page.
4. The Financials
 - 4.1. You are fully responsible for all charges relating to and equipment required for use of the xVALUE stats Service.
 - 4.2. Your subscription will only cover access to the xVALUE stats Service. Telephone line and other communications or access costs may be charged to you separately by your ISP or relevant service provider. All our prices are inclusive of tax (VAT/ MwSt / CT or any similar tax in any other territory or jurisdiction) at the rates in force from time to time.

- 4.3. Payment must be made by credit card or through another current, valid, accepted method of payment including supported third party payment providers ("Payment Method"). You confirm that any such Payment Method that you use is yours, or that you have the authorization of the card or account holder to use it. All accounts and Payment Methods are subject to validation checks and authorisation by the Payment Method provider. If your Payment Method is refused then you will not be granted access to the xVALUE stats Service until a validated Payment Method is provided by you and approved by us. For some Payment Methods, the issuer of your Payment Method may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.
- 4.4. We reserve the right to refuse payments at our reasonable discretion.
- 4.5. The fee to be paid for use of the xVALUE stats Service will be billed on a monthly basis to your chosen Payment Method on the calendar day corresponding to the commencement of your paid subscription or as otherwise specified by the issuer of your Payment Method. In some cases, the date for billing may change, for example if your subscription began on a day not contained in a given month. Where we process your payment, we will process your payment on a secure site.
- 4.6. You can view your next payment date and change your method of payment by visiting our website and clicking on the "Settings" link and "Manage Subscriptions", or by doing so through our app.
- 4.7. Subject to the notice requirements at Section 2.3 above, we may change our service plans from time to time, provided that the changes are reasonably tolerable for you.
- 4.8. We reserve the right to increase the price for the xVALUE stats Service due to changing market conditions, significant increases in our costs for procuring or providing the xVALUE stats Service or in the event of VAT or any similar tax. In accordance with Section 2.3, any price increases shall apply at the earliest after thirty (30) days as of our e-mail notification to your most recently registered e-mail address.

5. Termination by You

- 5.1. You may cancel your subscription to the xVALUE stats Services by logging in on the "Settings" page and clicking on the "Cancel Membership" button. You may cancel your subscription to the xVALUE stats Service at any time prior to the expiry of your subscription period,

but you will continue to have access to the xVALUE stats Services for the duration of the contractually agreed period. Subject to Section 6.1, any charged fees already paid will not be refunded in case of your cancellation.

- 5.2. If you signed up for the xVALUE stats Service using your account with a third party as a Payment Method and wish to cancel your subscription to the xVALUE stats Service, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the xVALUE stats Service through that third party. You may also find additional billing information about your subscription to the xVALUE stats Service by visiting your account with the applicable third party.

6. Exercise of the Right of Withdrawal

Subject to Section 6.2, you will have the right to withdraw from the contract without giving any reason within fourteen (14) days from the day of conclusion of the contract. In order to exercise your right of withdrawal, please send an email to customerservice@soccerment.com. If you signed up for the xVALUE stats Service using your account with a third party as a Payment Method and wish to withdraw your subscription to the xVALUE stats Service, you may need to do so through such third party.

6.1. Consequences of the Exercise of the Right of Withdrawal

If you withdraw from the contract in accordance with Section 6, we will refund all payments which we have received from you, immediately and no later than fourteen (14) days after receipt of your notice of withdrawal. For the refund we use the same method of payment that you have used for the original transaction, unless otherwise agreed with you; in no event, we will charge a refund fee.

6.2. Expiration of the Right of Withdrawal

The right of withdrawal expires if we began with the performance of the contract after you (i) have expressly consented to us beginning with the performance of the contract prior to expiry of the period in which you may exercise the right of withdrawal, and (ii) have acknowledged that by your consent, you would lose the possibility to exert your right to withdraw from the contract upon the performance of the contract having commenced. For the avoidance of doubt, you hereby consent to immediate performance of the contract and acknowledge that you will lose your right of withdrawal from the contract once the download or streaming of the digital content has begun.

7. Technical Requirements

- 7.1. You are responsible for ensuring that you have and maintain all the hardware and software necessary to access, receive and view the xVALUE stats Service.

- 7.2. We will use our reasonable endeavors to ensure that the xVALUE stats Service is made available to you at all times. However, the xVALUE stats Service is provided on an "as is" basis. Except within the boundaries of Sections 7.4 and 12 below, we will not have any liability to you for the cancellation or abandonment of any event or the failure to show any event as scheduled or advertised, nor where you are unable to watch any event on any specific platform device.
 - 7.3. From time to time we may need to suspend the xVALUE stats Service to carry out upgrades or maintenance. We will try to keep any such suspension to a minimum.
 - 7.4. We will provide the xVALUE stats Service with reasonable care and skill. Apart from this we make no representation or warranty (and, subject to Section 12, exclude all warranties and conditions otherwise implied, to the fullest extent permitted by law). This does not affect any other statutory rights you may have as a consumer. We (and not any third party payment provider) are responsible for addressing any claims you or any third party may have in relation to the xVALUE stats Service and/or your use of the xVALUE stats Service.
8. Using the xVALUE stats Services
- 8.1. We are the owner or licensee of all intellectual property rights in the xVALUE stats Service (including any Content). All material, including but not limited to the design, text, software, graphics, footage and images you receive (and any selection or arrangement) are subject to the copyright of us and/or others. In the event of any third party claim that the xVALUE stats Service or your use of the xVALUE stats Service infringes that third party's intellectual property rights, we (and not a third party payment provider) are solely responsible for the investigation, defense, a potential settlement and potential discharge of such claim. You agree that you will:
 - 8.1.1. use the xVALUE stats Service for non-commercial purposes only without making any gain, whether financial or otherwise, and that you will not permit any other person or persons to use the xVALUE stats Service. You must not charge for viewing of the xVALUE stats Service and you cannot use the xVALUE stats Service to attract others to buy goods from you or anyone else or to attend any premises;
 - 8.1.2. at any given time, only view the xVALUE stats Service via a permitted device. You must keep your password secure and never share passwords or other access codes with anyone or in any way make them accessible to others;
 - 8.1.3. not copy, record or store all or any part of the xVALUE stats Service (other than as permitted by us in the application

- functionality) or divert, re-share, re-transmit, stream capture or otherwise distribute all or any part of the xVALUE stats Service to any person, or authorize, enable or procure any other person to do any of the above;
- 8.1.4. not alter, disassemble, decompile or reverse engineer any part of the xVALUE stats Service;
 - 8.1.5. not view the xVALUE stats Service in circumstances where members of the public can view them simultaneously or authorize, enable or procure any other person to do so; and
 - 8.1.6. not abuse the xVALUE stats Service or use them for any unlawful or unauthorized purpose (which includes transmitting any computer viruses through the site, or using the site in a manner which violates or infringes the rights of anyone else).
 - 8.1.7. We may immediately suspend or terminate your access to the xVALUE stats Service or withdraw your access to any promotions, offers or discounts if:
 - 8.1.8. we have reasonable grounds to believe:
 - 8.1.9. your use of the xVALUE stats Service is abusive, disruptive, excessive or against the interests of other subscribers; or you are in breach of any of these Conditions; or we are requested to do so by a regulatory authority.
- 8.2. If appropriate in the circumstances we will inform you in advance of such withdrawal, suspension or termination. However, such notification may not always be possible.
- 8.3. Your subscription entitles you to use the xVALUE stats Service on a maximum of three (3) devices at any one time. In accordance with Section 8.1.2 above, you agree that the login details are unique to you and should not be shared with any other person. You can change your login details at any time by visiting our website and clicking on the "Settings" page.
- 8.4. We retain the right to remove, or alter, any content made available through the xVALUE stats Service at any time, provided that the changes are reasonably tolerable for you.
9. Your Security Protection
- 9.1. You should be mindful of any communication requesting that you submit credit card or other account information. Providing your information in response to these types of communications can result in identity theft. Always access your sensitive account information by going directly to the xVALUE stats Service and not through a hyperlink in an email or any other electronic communication, even if it looks official.

10. Age Restriction
 - 10.1. You must be the older of 18 years of age (or over), or the age of majority in your state, province or territory of residence, to become a user of the xVALUE stats Services.
11. Indemnity
 - 11.1. You agree to fully compensate us in respect of any damages, costs and expenses (including reasonable legal fees) that we incur as a result of:
 - 11.1.1. any negligent or wilful misrepresentation, act or omission made by you in connection with your use of the xVALUE stats Service;
 - 11.1.2. any negligent or wilful non-compliance by you with these Conditions; or
 - 11.1.3. claims brought by third parties arising from or related to your negligent or wilful access or use of the xVALUE stats Service other than in accordance with these Conditions.
 - 11.2. Damages within the meaning of Section 11.1. also comprise liabilities that we have towards our affiliates or our (including our affiliate's) licensors (including their affiliates) due to any of the events described in Sections 11.1.1. – 11.1.3.
12. Liability
 - 12.1. The xVALUE stats Service is offered as it is. We (including our third party sport rights holders) will not be liable to the user or any third party for the (partial or total) delay, malfunction, suspension, interruption and/or unavailability (each constituting "Unavailability") in the provision of the xVALUE stats Service caused by: force majeure or chance; tampering or unlawful interventions by third parties on services and equipment used by Us; tampering or interventions on equipment that fall within the availability of the user; incorrect use of the xVALUE stats Service by the user; malfunction / incorrect configurations of equipment used by the user; or by the Unavailability, the lack of available bandwidth, or the lack of appropriate speed of an access service (such as a delivery network or your internet connection).

Moreover, we won't be liable for any possible damages coming from the user's breach of any of the user's obligations according to these Conditions.
 - 12.2. Where the xVALUE stats Service contains links to sites and resources provided by third parties, we have no control over the contents of those sites, resources or services. Any use of such third party sites, resources or services will be covered by that third party's terms and conditions and privacy policy, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

- 12.3. Commentary and other materials posted on the xVALUE stats Service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the xVALUE stats Service, or by anyone who may be informed of any of its contents.

13. Contact Us

- 13.1. You can contact us whether to discuss technical problems or for any other reason by visiting the "Contact Us" section of our website or app. In order for us to be able to assist you, you may be required to provide your e-mail, residential address, product details, payment information, which may include your billing address in order to assist you or to identify your subscription. We (and not any third party payment provider) are responsible for providing all maintenance and support with respect to the xVALUE stats Service.
- 13.2. If you subscribe to the xVALUE stats Service, you should notify us immediately if any of your details change by updating these details in the "Settings" section of our website or through the application.
- 13.3. Any notice given by us will be given by email via the most recent email address we hold for you. We shall not be responsible for non-receipt of messages we send you.

14. Third-Party Applications.

- 14.1. You may encounter third party applications (including, without limitation, websites, widgets, software, or other software utilities) ("Applications") that interact with the xVALUE stats Service. Your use of these Applications may be subject to third party terms of use or license terms with which you must comply. We shall not be responsible nor liable in any way, for the terms of any third party applications you may use in conjunction with the xVALUE stats Service.

15. Force Majeure

- 15.1. Neither us nor any third party rights holder shall have any liability to you for any delay or failure to deliver the xVALUE stats Service to the extent that such delay or failure to deliver arises from causes beyond the reasonable control of us or any third party rights holder including, but not limited to, the failure of electronic or mechanical equipment or communication lines, third party action (including denial of service attack and overuse or misuse of the xVALUE stats Service), telephone or other interconnect problems, computer viruses, unauthorised access, theft, operator errors, fire, severe weather conditions, including floods,

acts of God, acts or regulations of any regulatory, governmental or supranational authority, war, riot, industrial disputes and the cancellation or postponement of any event.

16. Waiver

16.1. No waiver by us or any third party rights holder shall be construed as a waiver of any rights or remedies, or any subsequent breach of any provision of these Conditions.

17. Third Party Rights

17.1. Clauses 2, 7, 11, 12, 14, 15 and 16 confer a benefit on third party rights holders and payment providers and are intended to be enforceable by third party rights holder and payment providers. Except as provided in this clause no person who is not a party to the contract governed by these Conditions has no rights to enforce any provision of these Conditions but this does not affect any right or remedy of a third party which exists or is available under mandatory applicable law.

18. Assignment

18.1. Subject to the following sentence of this Section 18, we may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Conditions without notifying you or obtaining your consent.

18.2. In the event of a transfer of the agreement with you to a third party, we will notify you of the transfer and you will have the right to withdraw from the agreement by declaration to us within four weeks as of your receipt of our notification

18.3. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Conditions.

19. Severability

19.1. If a provision of these Conditions is determined to be unlawful and/or unenforceable, the validity of the rest of the Conditions shall remain unaffected.

19.2. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Governing Law and Competent Court

20.1. These terms and conditions shall be governed by Italian law including the consumer protection rules therein provided.

20.2. Any dispute relating to the xVALUE stats Service and / or these terms and conditions will be subject to the rules of the competent consumers'

court. Soccerment srl is registered in Italy and having its registered office at Via Pietro Paleocapa 6 Milano 20121.

We prefer to solve your requests directly with you. For this purpose, please do not hesitate to contact us by visiting the “Contact Us” section of our website or app.

21. European online platform for the alternative dispute resolution
 - 21.1. If you would like information about the possibility of joining the European ODR platform for alternative dispute resolution in connection with the purchase of the xVALUE stats Service through our website, please access the following link <http://ec.europa.eu/odr>.