

## **T&Cs**

### **GENERAL**

1. This page together with the documents referred to on it set out the terms and conditions (the "Terms") of your membership and use of 'Your Voice' website [yourvoice.liverpoolfc.com](http://yourvoice.liverpoolfc.com) (the "Website"). Please read these Terms carefully before you apply for membership and start to use the Website. By using the Website, you indicate that you accept and agree to abide by the Terms. If you do not accept and agree to the Terms, you should not apply for membership nor use the Website.

2. We may revise the Terms at any time by amending this page. We will provide notice of this on the Website. Please take notice of any changes we make, as they will be binding on you. Some of the provisions contained in the Terms may be amended or superseded by provisions or notices published elsewhere on the Website (which you will be given the opportunity to review and agree to where necessary).

3. The Website is operated by Liverpool Football Club and Athletic Grounds Limited ("Liverpool FC", "we" or "us"). Our registered office is Liverpool Football Club, Anfield Road, L4 OTH and our company registration number is 35668 and VAT number is 325195756.

### **ACCESS TO THE WEBSITE**

4. Membership and use of the Website is provided free of charge but on a temporary basis, and we reserve the right to amend, withdraw or suspend the service we provide on the Website at any time. From time to time, we may restrict access to some of the service or elements of the Website. We will try to provide you with advance notice on the Website or by email if we do amend, withdraw, suspend or restrict the service or the Website is unavailable at any time or for any period, but this may not always be possible.

5. By completing the application and registration process, you promise and confirm that all information submitted by you as part of the membership registration or otherwise is current, complete, accurate and lawful. You may choose or be provided with a password after your registration has been confirmed by the Website operator.

6. You must maintain the confidentiality of your membership account and you must not disclose your password to anyone else. You are entirely responsible for any and all activities that occur under your account and you could be held responsible for unauthorized use of your account or any other breach of security if you have not taken reasonable care. You agree to notify us immediately (by emailing) [support@yourvoice.liverpoolfc.com](mailto:support@yourvoice.liverpoolfc.com) if you become aware of or suspect any unauthorized use or other security breach. You may not use anyone else's account at any time. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

7. When using the Website, you must comply with these Terms and in particular the provisions in the Acceptable Use section below. We reserve the right to remove any Content (as defined below) from the Website, or withdraw or amend the Website without notice. We may also restrict access to some parts

of the Website to you. We will not be liable if for any reason the Website or any part thereof is unavailable at any time or for any period.

8. You are responsible for making all arrangements necessary for you to use your membership and have access to the Website.

9. You may terminate your membership account at any time, for any reason, by clicking the unsubscribe button or link found at the bottom of the emails that we send you or by logging on your membership account on the Website and clicking the unsubscribe button found. Alternatively, you may also terminate your account by emailing support@yourvoice.liverpoolfc.com.

## **INTELLECTUAL PROPERTY RIGHTS**

10. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published and included on it (the "Content"). Those rights in the Website and that Content are protected by laws and treaties around the world. Except as granted under these Terms, all such rights are reserved by us.

11. Unless permitted by us, you must not modify the Website or the Content in any way.

12. Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

13. You may access, copy, download and print off any part of the Website to the extent technically permitted and as reasonably necessary to enjoy your membership for your lawful, private and non-commercial use only (the "Permitted Purpose"). You must not use any part of the Content or the Website for commercial purposes or in breach of the provisions of the Acceptable Use section below.

14. If you breach the Terms, including the Acceptable Use section below, we may terminate or suspend your membership and access to and use of the Website. You could also be held liable for losses incurred by us or another party due to unauthorized use of the Website or the Content.

## **ACCEPTABLE USE**

15. Terms 16-22 below set out how you may access and use the Website and the Content.

16. YOU MAY USE THE WEBSITE AND THE CONTENT ONLY FOR THE PERMITTED PURPOSE. You may not use the Website or the Content:

- a. In any way which differs from the Permitted Purpose;
- b. In any way that breaches any applicable local, national or international law or regulation;
- c. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- d. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

17. You also agree:

- a. Not to reproduce, duplicate, copy or re-sell any part of the Website or the Content in contravention of the provisions of these Terms; and
- b. Not to access without authority, interfere with, damage or disrupt:
  - i. any part of the Website or the Content;
  - ii. any equipment or network on which the Website or the Content is stored;
  - iii. any software used in the provision of the Website or the Content; or
  - iv. any equipment or network or software owned or used by any third party.

18. The following content standards (the "Content Standards") apply to any and all material (visual and textual content collectively and individually including, without limitation, photographic and video content) which you contribute to the Website (the "Contributions"):

- a. the Contributions must:
  - i. be accurate (where facts are stated);
  - ii. be genuinely held (where opinions are stated); and
  - iii. comply with applicable law in the UK and in any country from which they are posted; and
- b. Contributions must not:
  - i. contain any material which is defamatory of any person;
  - ii. contain any material which is obscene, offensive, hateful or inflammatory;
  - iii. promote sexually explicit material;
  - iv. promote violence;
  - v. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - vi. infringe any copyright, database right or trade mark of any other person;
  - vii. be likely to deceive any person;
  - viii. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - ix. promote any illegal activity;
  - x. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - xi. be likely to harass, upset, embarrass, alarm or annoy any other person;
  - xii. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
  - xiii. give the impression that they emanate from us, if that is not the case; or
  - xiv. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
  - xv. be marketing spam messages;
  - xvi. do anything to damage the reputation of Liverpool FC.

19. We may from time to time provide interactive services (e.g. the posting of comments or other material, chat rooms, bulletin boards etc.). We will do our best to assess any possible risks for users when they use any interactive service provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. We are, however, under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and cannot guarantee that any interactive service will

not be used by others in contravention of our Content Standards, whether the service is moderated or not.

20. Membership and use of the Website is only open to people who are at least 18 years of age (or the age of majority in their country if that is older). You should not permit minors to access or use the Website through your membership account. We advise parents and carers to take particular care. It is important that they communicate with their children about their safety online.

21. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Website and the Content. Failure to comply with the Content Standards constitutes a material breach of the Terms and may result in our taking all or any of the following actions:

- a. Immediate, temporary or permanent withdrawal of your right to use the Website and the Content;
- b. Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
- c. Issue of a warning to you;
- d. Legal proceedings against you resulting from the breach;
- e. Further legal action against you; and/or
- f. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

22. The responses described above are not limited, and we may take any other action we deem reasonably appropriate.

#### **RELIANCE ON INFORMATION POSTED**

23. We take reasonable care in providing the Website but we cannot guarantee that the Content will always be accurate, up-to-date or error-free at any given time. You should therefore take reasonable care when using the Website and your reliance on the Content and any other material on the Website is at your sole risk and responsibility.

24. We cannot control and are not responsible for the user provided/generated content that appears on the Website. We recommend that you apply particular caution when using and relying on that.

#### **OUR LIABILITY**

25. We shall not be liable to and shall not compensate you for any loss or damage you may suffer unless we have failed to carry out our obligations under these Terms to a reasonable standard or breached any duties imposed on us by law, including if we have caused death or personal injury by our negligence or for fraud, and that failure is not attributed to: (a) your own fault, for example your failure to implement recommendations previously advised by us; (b) a third party unconnected with our performance of this agreement, for instance problems due to communications network performance, congestion, and connectivity or the performance of your computer equipment; or (c) any other events

which neither we nor our suppliers could have foreseen or forestalled even if we or they had taken reasonable care.

26. Accordingly, we will not be responsible for loss of or damage to your computer hardware or software or other personal property or any other losses which you suffer as a result of the Website or the Content unless this is due to our neglect or failure to take reasonable precautions and such losses are reasonably foreseeable and not your own fault. We strongly recommend that you: (a) take care to verify the suitability and compatibility of your computer system prior to use; and (b) take reasonable precautions to protect yourself against harmful programs or devices including through installation of anti-virus software.

27. As this Website is for consumer use only we shall not be liable for any loss of revenue, profits, sales, commercial opportunity, anticipated savings, wasted expenditure, data or goodwill or any business-related damages, costs or losses whatsoever.

### **INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

28. We process information about you in accordance with our Privacy Policy. Please read it carefully.

### **UPLOADING OR POSTING MATERIALS TO THE WEBSITE**

29. Whenever you make use of a feature that allows you to post materials to the Website, or to make contact with other users of the Website, you must comply with the Content Standards above. You promise and confirm that any such contribution will comply with those standards.

30. We may use, copy, distribute and disclose to third parties any such contribution for the purposes of operating the Website and our service and you grant to us all such rights and permissions in your contribution as are necessary to do so on a non-exclusive but transferable, sub-licensable, royalty-free and worldwide basis. We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or their right to privacy or is otherwise unlawful.

31. You are solely responsible for any and all materials you post to the Website and the consequences of posting or publishing them. We have the right to remove any material or posting you make on the Website for any reason whatsoever including (but not limited to) if such material does not, or appears not to, comply with the Content Standards set out in the Acceptable Use section above.

### **HACKING AND OTHER OFFENCES**

32. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

33. By breaching Term 32, you would commit a criminal offence under computer misuse legislation in the UK or elsewhere. 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 Website will cease immediately.

#### **LINKS FROM THE WEBSITE**

34. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. You should consult the terms of use and privacy notices of these sites and resources carefully. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **JURISDICTION AND APPLICABLE LAW**

35. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, any visit to the Website.

36. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **YOUR CONCERNS**

If you have any concerns about the Content on the Website or believe your intellectual property rights have been infringed, please contact [support@yourvoice.liverpoolfc.com](mailto:support@yourvoice.liverpoolfc.com). We will do our best to respond and/or take action in respect of such Content or infringing material within a reasonable amount of time.