

# IRISH FOOTBALL ASSOCIATION FOOTBALL NI APP ACCEPTABLE USE POLICY

# PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE DOWNLOADING AND/OR USING THE FOOTBALL NI APP

#### What's in these terms?

This acceptable use policy sets out the content standards that apply when you access, link to, or interact with, the Football NI app in any way.

#### Who we are and how to contact us

The Football NI app is an application operated by the Irish Football Association Limited ("the IFA", "We", Our" or "us") and contains data and statistics in relation to all official football matches played in Northern Ireland.

We are registered as a Limited Company in Northern Ireland with registered number R000327 and have our registered office at National Football Stadium at Windsor Park, Donegall Avenue, Belfast, BT12 6LU. To contact us, please email comet@irishfa.com.

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

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

# There are other terms that may apply to you

Our Terms of Use for the Football NI app, also apply to your use of the Football NI app, and these can be found at <a href="https://www.irishfa.com/comet">www.irishfa.com/comet</a>

Our Privacy Notice which can be found at <a href="https://www.irishfa.com/comet">www.irishfa.com/comet</a> sets out the terms on which we process any personal data we collect from you, or that you provide to us.

#### We may make changes to the terms of this policy

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

#### **Prohibited uses**

You may use the Football NI app for lawful purposes only. You may not use the Football NI app:

- In any way that breaches any applicable local, national, or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as detailed in this document.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.

#### You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of Football NI app use
- Not to access without authority, interfere with, damage, or disrupt:
- any part of the Football NI app;
- any equipment or network on which the Football NI app is stored;
- any software used in the provision of the Football NI app; or
- any equipment or network or software owned or used by any third party.

## Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Football NI app, and may result in the IFA taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use the Football NI app.
- Disciplinary action
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

### Which country's laws apply to any disputes?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by the Law of Northern Ireland. You and we both agree that the courts of Northern Ireland will have exclusive jurisdiction.

If you are a business, the terms of this policy, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by the Law of Northern Ireland. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.

October 2022