GLOBOFOOTBALL

Terms of Use

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1. Agreement and who we are

1.1 Parties. These Terms of Use ("Terms") are a binding agreement between you and Globofootball LLC, an Arizona limited liability company with operations in Bogotá, Colombia ("Globofootball", "we", "us"). They govern the Globofootball website, applications, tools and related services (the "Service"). If you register on behalf of an organization, "you" also means that organization.

1.2 Acceptance. You accept these Terms when you tick the acceptance box at registration or when you first use the Service, whichever is earlier. We record the version, date and time of acceptance. If you do not agree, do not use the Service.

1.3 Authority. If you register for an organization, you confirm that you are authorized to bind it. The organization is responsible for everything done through its account.

1.4 Related documents. Our Privacy Policy and the Data Processing Terms in Annex A form part of these Terms. The safeguarding and community rules are in Sections 4 and 5. If there is a conflict, Annex A prevails on data protection and these Terms prevail on everything else.

1.5 Definitions. "Organization" means a club, agency, academy, team, federation or other entity with an account. "Authorized User" means a person who uses the Service for an Organization. "Player Profile" means a profile of a player created by an Organization. "Player Data" means personal data about players in Player Profiles. "Minor" means a person under 18. "Guardian" means a parent or legal guardian. "Content" means everything you submit to the Service, including profiles, Player Data, reports, media and messages.

2. What Globofootball is, and is not

2.1 Networking platform. Globofootball is a professional networking and visibility platform for the football industry. It lets verified Organizations connect, communicate, manage information and share portfolios.

2.2 Not an intermediary. We are not an agent, intermediary, broker, club, employer or representative of any user or player. We are not a party to, and do not review, supervise or guarantee, any transfer, contract, representation agreement, trial or negotiation between users. As of the date of these Terms we do not charge or receive any commission or fee tied to a transfer or deal arranged between users. If we introduce such a feature, we will do so under separate written terms.

2.3 No affiliation. We are not affiliated with FIFA, any confederation, federation, league or club unless we say so. Names and logos belong to their owners.

2.4 Beta features. Some features may be labelled beta or preview. They may change, be withdrawn, or be unavailable, and are provided without any service commitment.

3. Eligibility, verification and accounts

3.1 Business use only. The Service is for professional use by Organizations and their personnel. It is not for consumers or personal use.

3.2 Who may register. You may register only if you are at least 18, have legal capacity to enter into this agreement, and act for one of the following, subject to our verification: (a) a professional football club; (b) a licensed football agency or agent; (c) an academy, youth team or amateur team; (d) a federation or league; (e)

coaches, scouts and other professionals, when those account types are enabled. We may add or remove categories.

3.3 Verification. You must complete our verification and give accurate, current information. We may ask for documents and for re-verification at any time. A "Verified" label means only that we completed our verification checks on the information you gave at that time. It is not an endorsement and not a guarantee of identity, authority, licence, financial standing or conduct. You are responsible for your own due diligence, including checking an agent's licence or registration with the competent federation or FIFA.

3.4 Organization accounts and sub-accounts. Each Organization appoints at least one administrator ("Organization Admin") who creates and removes sub-accounts and sets roles and permissions. The Organization is responsible for all its Authorized Users, must remove access promptly when someone leaves or changes role, and is responsible for their acts and omissions.

3.5 Account security. Keep credentials confidential, do not share logins, and tell us immediately at contact@globofootball.com about any unauthorized use or breach. You are responsible for activity under your account.

3.6 One account per Organization. Do not create duplicate or false accounts. Accounts may not be transferred without our written consent.

3.7 Sanctions and export. You confirm that you are not the target of applicable sanctions and will not use the Service in breach of sanctions or export-control laws.

4. Acceptable use

4.1 Professional purposes. Use the Service only for legitimate football networking and industry collaboration.

4.2 You must not:

- give false, misleading or fraudulent information, including false ages, dates of birth, identities, licences, club or academy affiliations, statistics or contract status;
- impersonate any person or Organization, or claim an affiliation you do not have;
- harass, abuse, threaten, defame or discriminate against anyone;
- send spam, unsolicited bulk or commercial messages, or chain messages;
- upload malware, or interfere with or try to breach the security of the Service;
- infringe intellectual property, privacy, image or other rights of anyone;
- use the Service to solicit payments from players or families, or to make promises of contracts, trials, travel or immigration support that you cannot or do not intend to keep;
- post unverified allegations about individuals, confidential contract terms, or information about betting, match-fixing or other integrity violations;
- offer or accept bribes, or use the Service for any unlawful purpose;
- break any rule in Section 5 (Protection of Minors).

4.3 Data protection of the platform. You must not, and must not permit others to: scrape, crawl, harvest or mine the Service or its data by automated or manual means; use bots, scripts or other tools to access it; copy or reproduce profiles, rankings or the network except as the Service allows; build or feed a competing database, product or dataset from it; use Content to train artificial intelligence or machine-learning models; resell, sublicense or commercially exploit access to the Service; reverse engineer the Service or bypass its access, verification or visibility controls; or misuse any API.

4.4 Enforcement. We may investigate suspected breaches and take action under Section 11. We have no obligation to monitor Content, but may do so to enforce these Terms and to comply with law.

5. Protection of Minors and safeguarding

5.1 No accounts for Minors. Minors cannot hold accounts. A Player Profile of a Minor may be created only by an academy, team or other Organization that has direct responsibility for the player.

5.2 Minimum age. Player Profiles may be created only for players aged 12 or older. We may remove any profile of a younger player.

5.3 Permitted purposes. Player Profiles may be used only for: (a) the Organization's internal management of its players; (b) scouting visibility to verified Organizations; (c) professional exposure of the player; and (d) sharing the profile through the sharing features of the Service, within the visibility settings chosen by the Organization.

5.4 Guardian consent comes first. An Organization may upload a Player Profile of a Minor only after it has done all of the following:

- obtain prior, informed and verifiable consent from a Guardian, covering the specific uses, visibility to Organizations in other countries, any photos or videos, any social media handles, and, taking the player's age and maturity into account, listen to the player's own views;
- verify the player's date of birth against an official document and keep the profile accurate;
- upload only the fields we offer, and no more than needed;
- honour any withdrawal of consent promptly, and tell us or remove the profile;
- comply with all laws on child protection, data protection and image rights, and with the rules of the competent federation.

5.5 Data that must not be uploaded about a Minor. Home address, phone number or personal email; government identification numbers or images of identity documents; school or family details; precise location; medical, injury, health or biometric information; financial information; and any image or video that is inappropriate or unsafe. Contact with the player's family goes only through the Organization.

5.6 Rules for everyone who can see Player Profiles. If you view or receive Player Data, you must:

- use it only to evaluate players for legitimate scouting, recruitment or development;
- **not contact a Minor, or a Minor's family, directly by any channel, including social media and messaging apps.** All approaches must go through the authorized representative of the Organization that created the profile;
- not ask for or accept payment, and not offer inducements, to players, families or the Organization in connection with a profile;
- comply with the FIFA Regulations on the Status and Transfer of Players (including the rules on Minors), the rules of the relevant federations, and applicable law;
- not download, copy, screenshot for distribution, scrape or share the data, except through the sharing features of the Service or with colleagues in your Organization who need it, and delete it when no longer needed;
- not use it for advertising, betting, profiling unrelated to scouting, or any other purpose.

5.7 Our actions. We may remove profiles, restrict or suspend accounts, and report suspected abuse or exploitation of Minors to the competent authorities, immediately and without notice where needed to protect a Minor.

5.8 Reporting and Guardian rights. Report concerns to contact@globofootball.com. Guardians and players may ask us or the Organization for access, correction or deletion of a profile at contact@globofootball.com, and we will act on valid requests or pass them to the responsible Organization.

5.9 What we do not do. We do not contact players directly and do not mediate transfers, contracts or negotiations. We cannot control conduct outside the Service and do not guarantee that users will follow these rules.

6. Content, licenses and intellectual property

6.1 Your Content. As between you and us, you keep your rights in your Content. Players and Guardians keep their own statutory rights over information about the player, including privacy and image rights. Uploading Player Data does not give you ownership of that information.

6.2 Your responsibility. You confirm that you have all rights, consents and legal bases needed to submit your Content and to give the license below, and that your Content is accurate and lawful.

6.3 License to us. You give us a non-exclusive, worldwide, royalty-free license, which we may sublicense to service providers acting for us, to host, store, reproduce, process and display your Content to other users in line with your visibility settings, and to operate, secure, support and improve the Service. The license ends when your Content is deleted, subject to backup copies kept for up to 90 days and to legal retention duties.

6.4 Limits on our use. We do not sell, rent or trade your Content. We never sell Player Data or share it with third parties for their own purposes or advertising. Player Data is visible only to verified Organizations in line with the Organization's visibility settings, and to service providers acting for us. We do not use Player Data of Minors, or any image or video of a Minor, for marketing or advertising. We do not use your Content to train third-party artificial intelligence models. We may use aggregated and de-identified data to analyze and improve the Service.

6.5 Names and logos. You allow us to show your Organization's name and logo as a user of the Service on our website and materials. You can opt out by writing to contact@globofootball.com. We will never show a Minor's name or image this way.

6.6 Our rights and your license. We and our licensors own the Service, including its software, design, trademarks, databases and the compilation of the network. We give you a limited, revocable, non-exclusive, non-transferable right to use the Service as these Terms allow. All other rights are reserved. You may not copy, modify, create derivative works from, or reverse engineer the Service.

6.7 Feedback. If you give us suggestions, we may use them freely without payment or credit.

6.8 Copyright and IP complaints. Send notices of alleged infringement to our designated agent at contact@globofootball.com (subject: Copyright). A notice must identify the work, the material, your contact details and a statement of good-faith belief and accuracy. We may remove material, notify the poster, accept counter-notices, and terminate repeat infringers.

6.9 Moderation. We may remove or restrict Content that breaches these Terms or the law. We are not responsible for Content posted by users.

7. Private messaging

7.1 Private by default. Messages between users are not public. We do not routinely read them. We may access, review or disclose messages only where needed to: comply with law or valid legal process; investigate security incidents, fraud or abuse; protect the safety of a Minor or any person; or enforce these Terms. We may use automated tools to detect malware, spam and abuse.

7.2 Limits. We protect messages with appropriate security measures. Unless we state otherwise, they are not end-to-end encrypted. We cannot control what a recipient does with a message.

7.3 Your duty. Respect the confidentiality of others, do not disclose private information without consent, and do not harass or abuse others. Misuse may lead to suspension or termination.

8. Data protection

8.1 Privacy Policy. Our Privacy Policy explains what personal data we process and why. Please read it.

8.2 Roles. For account, verification, security, abuse prevention and networking features, we are the controller (Responsable). For Player Data that an Organization uploads, the Organization is the controller (Responsable) and is responsible for consent, notices and lawfulness. We process that data on its behalf (as Encargado or processor) under the Data Processing Terms in Annex A, and act as an independent controller only for security, abuse prevention and aggregated analytics.

8.3 Consent and legal bases. We do not treat your continued use of the Service as consent. Where consent is required, such as for a Guardian's authorization or for marketing, we ask for it separately and you may withdraw it.

8.4 International transfers. Data may be processed in the United States and other countries. We use safeguards required by law for transfers.

8.5 Security and incidents. We use appropriate technical and organizational measures. We will tell affected Organizations without undue delay after we confirm a personal data breach, and in any case within the time the law requires.

8.6 Your rights. You may ask for access, correction, deletion, portability or objection, and Guardians may do so for a Minor, at contact@globofootball.com. You can delete your account in your settings or by writing to us. We will delete or anonymize your data within 30 days, except what we must keep by law or for legal claims.

8.7 Your compliance. You must comply with the data protection laws that apply to you and to the players you list, which may include Colombia's Law 1581 of 2012, the EU and UK GDPR and other national laws.

8.8 Communications. We send service messages and, where permitted, newsletters and updates. You can unsubscribe from marketing at any time.

9. Plans, fees and payment

9.1 Beta period. During beta, academies may use the Service free of charge for three (3) months from account activation.

9.2 Free and paid plans. After beta, a free plan remains available with the limits shown on our website. Advanced features, higher player volumes, and access for clubs, agencies and federations may require a paid plan. The price and terms of each plan will be shown to you before you buy.

9.3 Fees and taxes. Fees are in USD and exclude taxes, including VAT or IVA and any withholding, which you must pay. You authorize us and our payment provider to charge your chosen payment method.

9.4 Renewal and cancellation. Paid plans renew automatically for the same period unless you cancel in your account settings before the renewal date. Cancellation takes effect at the end of the paid period. Fees are not refundable except where the law requires or we state otherwise.

9.5 Price changes. We will give at least 30 days' notice of a price change. It applies from your next renewal, and you may cancel before then.

9.6 Limits and downgrades. If you exceed the limits of your plan, we will tell you and allow 30 days to upgrade or reduce usage. We will not delete your data without notice.

9.7 Non-payment. If a payment fails, we may suspend paid features after notice.

10. Information on the Service

10.1 No verification of content. Content is provided by users or taken from third-party or public sources, or generated by automated tools or analytics. We do not verify its accuracy or completeness, including ages, statistics, performance, health, transfer status or contract status.

10.2 Your decisions. Information on the Service is for general information only and is not professional, legal or transfer advice. Do your own due diligence before any decision, including on registration and eligibility rules.

10.3 Dealings between users. Any dealing between users is solely between them.

11. Suspension and termination

11.1 By you. You may close your account at any time.

11.2 By us. We may suspend, restrict or terminate your account or remove Content if: you breach these Terms or the law; verification fails or information is false; your conduct harms a Minor, another user, or our reputation or legal position; you do not pay; we are required by law or an authority; or the account is inactive for 24 months.

11.3 Notice, reasons and appeal. Where practicable and lawful, we will give notice and the reasons for the action. We may act immediately, without notice, where needed to protect a Minor or a person, to maintain security or to comply with law. You may ask us to review a decision by writing to contact@globofootball.com within 30 days.

11.4 Effects. Your access ends. Unless we terminated for serious breach or legal reasons, you may export your Content for 30 days. We then delete it as described in Section 8.6.

11.5 Survival. Sections 4.3, 5.6, 6, 10, 12 to 15 and 17 survive termination.

12. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT GUARANTEE EMPLOYMENT, CONTRACTS, TRANSFERS, TRIALS, PARTNERSHIPS OR ANY OUTCOME, THE ACCURACY OF ANY CONTENT, THE CONDUCT OF ANY USER, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Limitation of liability

13.1 TO THE FULLEST EXTENT PERMITTED BY LAW, GLOBOFOOTBALL AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES AND AFFILIATES ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL OR DATA.

13.2 OUR TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) US$100.

13.3 Exceptions. Nothing in these Terms limits liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, or any liability that cannot be limited under applicable law, including liability under data protection law that the law does not allow us to exclude.

14. Indemnification

14.1 You will defend and indemnify Globofootball and its members, managers, officers and employees against third-party claims, including claims by players, Guardians, other users and regulators, and the resulting losses, costs and reasonable legal fees, to the extent they arise from: (a) your Content or Player Data, including

missing consents or rights; (b) your breach of these Terms or of law; or (c) your infringement of third-party rights. This does not apply to the extent a claim is caused by our breach, negligence or wilful misconduct.

14.2 Procedure. We will promptly notify you of a claim, let you control the defense with counsel reasonably acceptable to us, and cooperate at your cost. You may not settle a claim in a way that admits fault on our part without our consent.

15. Governing law and disputes

15.1 Governing law. These Terms are governed by the laws of the State of Arizona and applicable US federal law, without regard to conflict-of-law rules, subject to any mandatory law of your country that cannot be waived.

15.2 Step one: informal resolution. The party raising a dispute must send written notice. The parties will try in good faith to resolve it within 30 days.

15.3 Step two: mediation. If it is not resolved, the parties will mediate with a mutually agreed neutral mediator, in Maricopa County, Arizona or by video, and share the mediator's fees equally. Each bears its own costs.

15.4 Step three: arbitration. If mediation does not resolve the dispute within 60 days of the request, it will be finally resolved by binding arbitration under the International Arbitration Rules of the ICDR before one arbitrator, seated in Phoenix, Arizona, conducted by video in English or Spanish. The award may be enforced in any court with jurisdiction.

15.5 Court relief. Either party may at any time seek urgent injunctive relief from a competent court to protect intellectual property, confidentiality or the safety of a Minor.

15.6 No class actions. To the fullest extent permitted by law, claims must be brought individually and not as a class, collective or representative action.

15.7 Time limit. To the extent permitted by law, any claim must be brought within one (1) year after it arose.

15.8 Mandatory rights. Nothing in this Section removes any right you have under mandatory law, including a right to bring a claim in the courts of your country where the law does not allow waiver.

16. Regional provisions

16.1 EU, EEA and UK. Our point of contact for users and authorities is contact@globofootball.com. Section 4 describes our content rules, Sections 6.9 and 11 describe moderation, notice and the review process.

16.2 Colombia. The controller (Responsable) of personal data is identified in Section 18. You may exercise your rights under Law 1581 of 2012 using the contacts in Section 18, and may complain to the Superintendencia de Industria y Comercio.

16.3 United States. Section 6.8 describes our copyright process. Rights for residents of certain US states are described in the Privacy Policy.

17. General

17.1 Changes. We may update these Terms. For material changes we will give at least 30 days' notice by email or in the Service. If you keep using the Service after the effective date, you accept the update. If you do not agree, close your account before that date and we will refund any prepaid fees for the unused period. Changes required by law may take effect immediately.

17.2 Entire agreement. These Terms and the documents in Section 1.4 are the whole agreement and replace earlier versions.

17.3 Severability and waiver. If a provision is unenforceable, the rest stays in force. Not enforcing a right is not a waiver of it.

17.4 Assignment. You may not assign these Terms without our written consent. We may assign them in connection with a merger, acquisition, financing, reorganization, change of legal form or sale of assets.

17.5 Force majeure. Neither party is liable for delay caused by events beyond its reasonable control.

17.6 Notices. We may notify you by email or in the Service. Send notices to us at contact@globofootball.com.

17.7 Language. English governs. Translations, including Spanish, are for convenience, except where the law requires otherwise.

17.8 Relationship. The parties are independent. There are no third-party beneficiaries, other than the persons protected in Sections 13 and 14.

18. Contact

Globofootball LLC, Bogotá, Colombia.

For legal notices, privacy and Guardian requests, safety reports, copyright notices and support: contact@globofootball.com. Please put the subject (Legal, Privacy, Safety, Copyright or Support) in the email. If needed, you may also write to lalejandro@globofootball.com.

Annex A. Data Processing Terms

These terms apply when we process Player Data or other personal data on behalf of an Organization.

A.1 Subject and purpose. We process personal data uploaded by the Organization only to host, store, display and secure it as the Service requires. The data covers players, Guardians and Organization staff. The duration is the life of the account plus the deletion period in Section 8.6.

A.2 Instructions. We process the data only on the Organization's documented instructions, which are these Terms and the Organization's use of the Service settings, unless the law requires otherwise. We will tell the Organization if an instruction appears to break the law.

A.3 Confidentiality. Our personnel who access the data are bound by confidentiality.

A.4 Security. We apply appropriate technical and organizational measures, including access controls, encryption in transit and at rest, and logging.

A.5 Subprocessors. The Organization authorizes us to use subprocessors, such as hosting and email providers. We make the list available on request and give 30 days' notice of changes. We stay responsible for them and bind them to terms no less protective than these.

A.6 Assistance. We help the Organization respond to requests from players and Guardians, and with security, breach notification and impact assessments, taking into account the nature of the processing.

A.7 Breaches. We notify the Organization without undue delay after confirming a breach affecting its data, with the information we have.

A.8 Return and deletion. When the account ends, the Organization may export its data for 30 days. We then delete it, unless the law requires us to keep it.

A.9 Audit. We give the Organization the information needed to show compliance and allow reasonable audits once a year on 30 days' notice, at the Organization's cost.

A.10 International transfers. Data may be processed in the United States and other countries. Where required, the parties will rely on a lawful transfer mechanism, such as standard contractual clauses.

A.11 Minors. The Organization confirms that it has the Guardian consents required by Section 5.4 before uploading data about a Minor, and we may suspend a profile if we have reason to believe they are missing.