

IFA COMET FOOTBALL MANAGEMENT SYSTEM

TERMS AND CONDITIONS OF USE

1. GENERAL

- 1.1 These conditions of use apply between Irish Football Association Limited (registered number R0000327) which is the licence holder of the Football Management System (“IFA FMS”) whose registered office is at National Football Stadium at Windsor Park, Donegall Avenue, Belfast BT12 6LU (“**IFA**”, “we”, “us” or “our”) and the user or viewer of the IFA FMS (“you” or “your” or “user”), together “the parties” and each “a party”.
- 1.2 By proceeding with access to the IFA FMS you are deemed to have accepted these conditions of use. Registered Users must adhere to these Terms and Conditions at all times.
- 1.3 Our usage of your personal information is governed by our privacy notice. Please read this carefully as it deals with your rights and our obligations in relation to your personal data, including what we can do with it, to whom we may disclose it together with your rights of access.
- 1.4 We reserve the right to amend these conditions of use from time to time and should this be the case we will notify you accordingly.

2. DEFINITIONS AND INTERPRETATION

In these conditions of use, the following words shall have the following meanings:

“**Confidential Information**” means the terms of these conditions of use, the Data and any information in whatever medium, that relates to the business, affairs, developments, trade secrets, know-how, personnel and members of either party and any other information clearly being designated as being confidential or which ought reasonably to be considered confidential;

“**Data**” means, as applicable, all information, data and materials provided by or on behalf of you;

“**Data Protection Laws**” means the General Data Protection Regulation (Regulation (EU) 2016/679), and all subordinate legislation passed pursuant to it and any amendments, revisions, re-enactments or consolidations of it or any substitute legislation;

“**ICO**” means Information Commissioners Office;

“**IFA FMS**” means the Irish Football Association Football Management System;

“**Intellectual Property**” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous

rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature;

“Register User” means a User who uses the System under specific login credentials.

“Software” means the IFA FMS software programme including any replacements, modifications, variations, enhancements or additions to such programme supplied under these conditions of use;

“System” means the online IFA FMS platform provided by the IFA via the Software which (i) enables the exchange of documentation and information between the User and the IFA; (ii) establishes and allows the administration of football in Northern Ireland database (iii) and supports the validation of information and Data;

“User” includes Clubs, Leagues, Divisional Associations, Referees, Referee Assessors, Match Observers, the Northern Ireland Boys’ Football Association and IFA staff.

“Virus” means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the User experience, including worms, Trojan horses, viruses and other similar things or devices.

3. ACCURACY AND VALIDITY OF INFORMATION

- 3.1 Whilst we take all reasonable steps to ensure that the information contained within the IFA FMS is accurate and up-to-date, it is nonetheless supplied on an “as is” basis and accordingly we do not accept any liability for any errors or omissions.
- 3.2 If you are in any doubt as to the validity of information made available with the IFA FMS, we recommend you seek verification by contacting us.
- 3.3 Your use of any information or materials on the IFA FMS is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any services or information available through the IFA FMS meet your specific requirements.
- 3.4 Each Register User undertakes and certifies that it has acted in good faith and taken all reasonable care to ensure that the information entered upon the IFA FMS is clear, accurate, reliable and complete in accordance with the IFA’s requirements.
- 3.5 Each Registered User undertakes to obtain all necessary clearances, consents, permissions to enable the Data to be submitted via the IFA FMS and to be used for the purpose of administration of football in Northern Ireland.
- 3.6 The IFA shall not have any liability as a result of inaccurate, unreliable and/or incomplete information entered in the IFA FMS by any Registered User.

4. USE OF THE IFA FMS

- 4.1 Subject to the Register User's compliance with these Terms and Conditions, the IFA hereby grants the Register User a non-exclusive right to access and to use the IFA FMS.
- 4.2 The IFA FMS is intended for the purpose of football administration in Northern Ireland use only. Interference or entry to the IFA FMS with intent to corrupt, damage or deny service is taken seriously and we will take such action as is necessary to protect the IFA FMS from any such activities.
- 4.3 You must ensure that the Data you give us about you and any information which you provide to us about any third party while using the System are correct.
- 4.4 We reserve the right to withdraw access to the IFA FMS without prior notice if we believe that there has been a breach or abuse of the System, or these conditions of use.
- 4.5 Use of the IFA FMS involves use of a login. You will be assigned a user name and password. It is your responsibility to keep your account secure by:
 - 4.5.1 keeping your login details confidential;
 - 4.5.2 not allowing others to use your login details;
 - 4.5.3 changing your password at regular intervals;
 - 4.5.4 contacting the IFA immediately if you believe your login details are no longer secure or have been used by a third party.
- 4.6 You must notify the IFA without delay if you no longer require access to the IFA FMS. These Terms and Conditions will continue to be binding on Register Users even when they no longer have access to IFA FMS.
- 4.7 You must at all times comply with applicable laws and regulations in respect of your use of the IFA FMS.
- 4.8 For the purposes of the Terms and Conditions, all use of the IFA FMS following access via the login credentials shall be deemed to be carried out by the corresponding Registered User.
- 4.9 You must notify the IFA immediately if there is a material breach of these terms and conditions by you.

5. DATA AND MATERIALS

- 5.1 We shall follow our standard archiving procedures for any Data and information submitted by you through the IFA FMS. In the event of any loss or damage to such Data, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore such Data from the latest back-up maintained by us in accordance with such archiving procedures.

- 5.2 You agree that the Data will be used for the purposes of administration of football in Northern Ireland.
- 5.3 Each party agrees to comply with the relevant provisions of the Data Protection Laws and any directions issued by the Information Commissioner in its processing of Personal Data (as defined in the Data Protection Laws) where such Personal Data is comprised in the Data.
- 5.4 Relevant information will be shared as and when required to allow the Parties to discharge their responsibilities. Relevant information will be shared on a confidential basis and will only be processed by the parties to perform duties in accordance with the defined purposes specified in this agreement.
- 5.5 Each Party must ensure compliance with the six Principles of the Data Protection Laws at all times. Where personal data that is held by both parties is updated they will ensure the IFA FMS system is updated immediately.
- 5.6 A breach of any of these six Principles by an employee or agent of one Party is the responsibility of that Party and should be handled in accordance with that Party's Data Breach Policy. That party is also responsible for informing Data Subjects and the ICO.
- 5.7 Both parties will ensure that all staff with access to the information have received appropriate data protection or information governance training and are aware of the confidential nature and duties placed on those processing such information.
- 5.8 You agree that all Personal Data in all formats is stored securely and for as long as is necessary. Personal Data that has reached the end of its retention period should be irretrievably deleted from all locations and in all formats.
- 5.9 You agree not to disclose the Data to any third party unless we have authorised you to do so in writing (including email).
- 5.10 Both parties warrant that they will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 5.11 In the event of a material breach of these Terms and Conditions by you
 - 5.11.1 You shall inform us immediately.
 - 5.11.2 We may terminate your use of the IFA FMS.
 - 5.11.3 We may require you to destroy the personal Data and provide confirmation to us in writing that the Personal Data has been deleted.

6. INTELLECTUAL PROPERTY

- 6.1 You acknowledge that all Intellectual Property in the whole and every part of the IFA FMS belongs and shall belong to the IFA unless otherwise indicated, and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in any media by you or by any person without the prior written consent of the IFA.

7. AVAILABILITY OF IFA FMS

- 7.1 Whilst we take all reasonable steps to ensure the System is always accessible we will not be held liable if, for any reason the System is unavailable for any period. We may also have to suspend access to the System for routine or emergency updates and maintenance but we will endeavour to keep any disruption to a minimum.
- 7.2 We cannot warrant that the System will be free of viruses or defects of any description and we will not be held responsible for any technical problems you may suffer as a result of your use of the System.
- 7.3 The Register Users shall be fully responsible for providing their own equipment.

8. CONFIDENTIALITY

- 8.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under these conditions of use (and if applicable the IFA's Articles of Association and Football Regulations) and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under these conditions of use (and if applicable the IFA's Articles of Association and Football Regulations) to those of its members, employees, officers and professional advisers who need to have access to it.
- 8.2 Each party shall take all reasonable precautions (and at least as great as those it takes to safeguard its own confidential information) to safeguard the Confidential Information, including maintaining appropriate technical and organisational measures to safeguard the Confidential Information having regard to the sensitive nature of the Confidential Information and the harm that might result from its misuse.
- 8.3 Each party shall keep Confidential Information of the other party as disclosed to it for so long as is necessary for the proper performance of its duties under these conditions of use (and if applicable the IFA's Articles of Association and Football Regulations) and in the case of the IFA, in line with any Data Protection Policy as may be in place from time to time.
- 8.4 The provisions of clause 8.1 shall not apply to Confidential Information that:
- 8.4.1 the receiving party can prove was known to the receiving party or was in its possession before that information was acquired from, or from some person on behalf of the disclosing party;
 - 8.4.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 8.4.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
 - 8.4.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or

8.4.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body to the extent of the required disclosure.

9. LIABILITY

9.1 We shall not be liable for any loss or damage that you or a third party may suffer in connection with the IFA FMS in any way, including loss or damage due to viruses that may infect your computer equipment, software, data or other property or your downloading of any material. Nothing in these terms and conditions shall exclude or limit our liability for death, personal injury or fraud.

10. COMMUNICATIONS

10.1 You should be aware that communications over the internet such as emails are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered – this is the nature of the internet. We cannot accept any responsibility for unauthorised access or loss of personal information that is beyond our control.

11. DISCLAIMER

11.1 Whilst the IFA uses all reasonable efforts to ensure that the information contained on the IFA FMS is current, accurate and complete at the date of publication, no representation or warranties are made (express or implied) as to the reliability, accuracy or completeness of such information. The IFA therefore cannot be held liable for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the System. We publish this content as supplied to us and are not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it. In addition, no warranty is given as to the freedom of the System from errors, defects, viruses or other malicious programmes or macros.

11.2 Neither the IFA nor any other company in the IFA group of companies will be liable for any loss of use, profits, savings or data or any indirect, special or consequential damages or losses, whether such losses arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to your use of, reliance upon or inability to use the System.

12. JURISDICTION AND CHOICE OF LAW

12.1 The System is established by the IFA in Northern Ireland. Any use of it shall at all times be governed by laws of Northern Ireland and, in the event of any dispute, the relevant parties shall irrevocably submit to the exclusive jurisdiction of the courts in Northern Ireland.

12.2 To the extent that any part of these conditions of use is found to be invalid, unlawful or unenforceable by any court of competent jurisdiction such part shall to that extent be severed from the remaining terms all of which shall remain in full force and effect as permitted by law.

13. VARIATIONS

13.1 These conditions of use were last updated on 11th July 2018.