

## **GLOBOFOOTBALL – TERMS AND CONDITIONS OF USE**

### **1. Welcome**

Welcome to Globofootball. These Terms and Conditions (“Terms”) govern your access as a user of the Service to and use of the Globofootball platform, services, applications, and any related content (collectively, the “Service”).

By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy.

### **2. Who We Are**

Globofootball is a professional networking platform designed for the global football industry. We enable verified clubs and licensed agencies to connect, communicate, share portfolios, and build professional relationships. During our initial MVP launch, access is limited exclusively to verified professional football clubs and licensed agencies.

### **3. Eligibility**

You may use the Service only if all these conditions are met:

- a) You are at least 16 years old.
- b) You have full legal capacity to enter into binding contracts under the laws of your jurisdiction.
- c) You represent an officially recognized professional football club or a licensed agency, subject to our verification process.

We reserve the right to refuse access to anyone who does not meet these criteria or fails our verification checks.

### **4. Registration and Account Security**

To use the Service, you must:

- Provide complete, accurate, and current registration information.
- Undergo our manual verification process.
- Maintain the confidentiality of your login credentials.
- Notify us immediately of any unauthorized use or security breach.

You are responsible for all activities conducted through your account.

## 5. Professional Use Only

You agree to use Globofootball exclusively for legitimate, professional networking purposes consistent with these Terms and any and all applicable laws. Prohibited activities include, but are not limited to:

- Submitting false, misleading, or fraudulent information.
- Harassment, threats, or abuse.
- Spamming or unsolicited commercial communications.
- Impersonation of any person or entity.
- Uploading viruses or malicious code.
- Infringing others' intellectual property or privacy rights.

## 6. Content Ownership and License

**Your Content:** You retain ownership of all content you submit to Globofootball, including club profiles, agency portfolios, messages, and other materials.

**License to Globofootball:** By submitting content, you grant Globofootball a limited, non-exclusive, worldwide, royalty-free license to use, store, display, reproduce, distribute, and promote that content solely as necessary to operate, improve, and market the Service. This license does not permit Globofootball to sell your content to third parties or use it for unrelated advertising without your consent.

**User Responsibilities:** You represent that you have all necessary rights to grant this license and that your content does not violate any laws or third-party rights.

**Reservation of Rights:** Globofootball retains all rights in its own trademarks, logos, software, and design. You may not copy, modify, or create derivative works without our prior written consent.

## 7. Messaging and Privacy

All private messaging conducted between users on the Globofootball platform is considered confidential and is governed by our Privacy Policy. Globofootball does not monitor, access, or share private messages except where legally required or necessary to enforce these Terms.

As a user, you agree to respect the privacy and confidentiality of other users in all communications carried out through the Service. Any misuse of the messaging function, including harassment, disclosure of private information without consent, or any other violation of these Terms, may result in immediate suspension or termination of your account at our sole discretion.

## **8. Subscription and Payment**

Globofootball operates on a subscription-based model that grants verified users access to the platform's networking features and tools. All pricing information, billing cycles, and payment methods will be transparently presented during the onboarding process or at the time of subscription renewal.

By subscribing to Globofootball, you agree to pay the applicable fees using the selected payment method. All fees are non-refundable except where required by applicable law. Globofootball reserves the right to adjust pricing or payment terms in the future, provided reasonable notice is given to existing subscribers before such changes take effect.

## **9. Data Collection and Privacy**

Your use of the Service is subject to our Privacy Policy, which describes in detail the personal data we collect, including contact details, institutional information, and player portfolios. Globofootball uses this data to verify accounts, facilitate professional networking, and enhance the overall security and performance of the platform.

We are committed to safeguarding your personal data through appropriate technical and organizational measures. You have the right to access, correct, or request deletion of your personal data in accordance with applicable laws. To exercise these rights or for any privacy-related inquiries, you may contact us at [lalejandro@globofootball.com](mailto:lalejandro@globofootball.com).

By continuing to use the Service, you acknowledge and consent to our collection, use, and processing of your personal data as described in our Privacy Policy.

## **10. Changes to the Service**

Globofootball is currently in its Minimum Viable Product (MVP) phase, which means that the features, design, and functionality of the platform are subject to ongoing development and refinement. We reserve the right to modify, suspend, or discontinue any aspect of the Service at any time without prior notice.

Although we will strive to provide reasonable notice of significant changes that materially impact core features or user experience, users acknowledge that the evolving nature of the platform may result in periodic updates and adjustments.

## **11. Suspension, Removal, and Termination**

Globofootball retains the right to remove any content that violates these Terms or applicable laws without prior notice. We may suspend or terminate your account at our sole discretion.

if we determine that you have breached these Terms, engaged in conduct that threatens the safety or reputation of other users, or put Globofootball's legal interests at risk.

In cases of severe or urgent risk, we may act immediately and without warning to prevent harm. Account termination may also occur if required by law or regulatory authorities. Users retain the right to request deletion of their accounts at any time by contacting us directly.

## **12. Disclaimers**

Globofootball is a professional networking platform designed to facilitate connections within the global football industry. However, we do not guarantee employment opportunities, contracts, or successful professional partnerships between users.

We do not mediate, participate in, or claim any commission from player transfers or business deals arranged independently by users on the platform. The Service is provided "as is" and "as available," without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **13. Limitation of Liability**

To the fullest extent permitted by applicable law, Globofootball and its affiliates shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages that may arise from your use of the Service, including but not limited to loss of profits, goodwill, data, or other intangible losses.

Furthermore, our total cumulative liability (if any) for any claims related to these Terms or your use of the Service shall not exceed the amount you have paid us in subscription fees during the twelve (12) months preceding the event giving rise to the claim.

## **14. Indemnification**

By using Globofootball, you agree to indemnify, defend, and hold harmless Globofootball, along with its officers, employees, and affiliates, from and against any and all claims, damages, liabilities, losses, costs, or expenses, including reasonable legal fees, that arise from your use of the Service, your violation of these Terms, or your infringement of any third-party rights, including intellectual property or privacy rights.

This obligation will survive the termination of your account and your use of the Service.

## **15. Governing Law, Jurisdiction, and Dispute Resolution**

These Terms and Conditions, along with any disputes or claims arising out of or relating to your use of the Globofootball platform, shall be governed by and construed in accordance with the laws of the State of Arizona, United States, without regard to its conflict of law principles.

Before initiating any lawsuit, you and Globofootball agree to engage in good-faith mediation to attempt to resolve any dispute or claim arising from or related to these Terms or the use of the Service. Either party may initiate this process by providing written notice to the other party describing the dispute and requesting mediation. The mediation shall take place in Maricopa County, Arizona, with a mutually agreed-upon neutral mediator. Each party shall bear its own costs and share equally in the mediator's fees.

If mediation is unsuccessful in resolving the dispute within sixty (60) days of the initial mediation request, either party may then pursue claims in the state or federal courts located in Maricopa County, Arizona. By using the Service, you expressly consent to the exclusive jurisdiction and venue of these courts and waive any objection based on jurisdiction or venue.

You further agree that any claims must be brought individually and not as part of any collective, representative, or class action, to the fullest extent permitted by applicable law.

## **16. Changes to These Terms**

We may update these Terms from time to time. If we make material changes, we will notify users via the platform or by email. Continued use of the Service after such updates constitutes your acceptance of the revised Terms.

## **17. Contact Us**

For questions, complaints, or legal notices, please contact us at: **[lalejandro@globofootball.com](mailto:lalejandro@globofootball.com)**