

1. General provisions

- 1.1. This document comprises the terms and conditions of the website <https://footballteam.pl/> and it contains rules on how you can use this website. In particular, it constitutes a legally binding agreement between you (User) and us (Service Provider) for use of our online game "Footballteam" and services related, to it including but not limited to: user accounts, user support, forums, complaint procedures. This agreement will be binding on you and us once you register an account with the website. If you do not agree to it, please do not use our website.

2. Definitions

In this document the following terms will have the following meaning:

- 2.1. "Terms and Conditions" or "T&C" – this document;
- 2.2. "Service Provider", "we" or "us" – FP GLOBAL LIMITED, Suite A 19/F, Two Chinachem Plaza, 68 Connaught Road Central, Hong Kong;
- 2.3. "Website" – website available at the domain: www.footballteam.pl;
- 2.4. "Account" – a personalized part of the Website assigned to each User, where User data is stored;
- 2.5. "Game" – an online game available on the Website;
- 2.6. "User" or „you" – a natural person using the Services available on the Website;
- 2.7. "Services" – any service provided by the Service Provider (the Game and its features included) to Users electronically, via the Website, in accordance with the provisions of these T&C;

3. Using the Website

- 3.1. These T&C explain what the Game is and how you can use it. They also define how you can use other Services available at the Website.
- 3.2. Using of the Game and other Services is generally free of charge. Any paid functions of the Website are clearly marked.
- 3.3. We undertake to provide the Services in a permanent manner, subject to interruptions due to the need to carry out maintenance or update the Website.
- 3.4. When you use the Website, we might send you "push" notifications. You can disable or re-enable "push" notifications at any time by changing your browser settings.
- 3.5. Unless expressly provided otherwise, these T&C do not regulate the relations between individual Website Users.
- 3.6. We reserve the right to place advertising content on the Website regarding services offered by us or by entities unrelated to us. Such entities may place ads on the Website via links, banners, etc. We are not responsible for the content of these materials or for any offer, information or activity of these third parties. The User who decides to take actions recommended in such ads does so exclusively at User's own risk.
- 3.7. You are hereby informed about specific risks related to using on-line services: the risk of using online services is that the computer or other device with access to the Internet might be infected with malware such as viruses or Trojans. In order to avoid such threats, you should take appropriate technical measures such as installing up-to-date antivirus and firewall software on your computer or mobile device.
- 3.8. When using the Website, it is prohibited to:
 - a) send offensive, unlawful or indecent content, or content that violates the rights of the Service Provider, other Users or third parties,
 - b) publish advertisements by the Users,
 - c) take any actions that may hinder or disrupt the operation of the Website,
 - d) attempt to circumvent security measures or network security, including attempting to access third party data and intercepting data;

4. Minors

- 4.1. In order to register an Account or use the Services, you should have full legal capacity (legal capacity is defined by the applicable laws of the country where you reside).

Basically, if you are over 18 years old, you can use the Game without restrictions. If you are between 16 and 18 years old, you need to have consent of your parent or legal guardian in order to use the Game or other Services.

4.2. Persons under the age of 16 are not allowed to use the Game nor to register an Account.

5. Updates & maintenance

5.1. We reserve the right to suspend the provision of Services for justified technical reasons or due to necessary maintenance works. If possible, we will inform the Users in advance about such suspensions.

5.2. We may also update or change the Game from time to time (add or remove some features, delete bugs, balance the game etc.), which may also result in suspension in providing Services. If possible, we will inform the Users in advance about such suspensions.

6. Minimum requirements

6.1. In order to use the Website and Services, you should have:

- a) a computer or a mobile device with internet access,
- b) an active e-mail address,
- c) Internet browser in the latest versions available with cookies and JAVA enabled,

7. Game

7.1. The Game allows the User to access the sports game simulator, enabling the User, among others, to create and develop User's own virtual player (footballer) and virtual football team together with other Users.

7.2. In order for you to use the Game, we grant you with a personal, limited, revocable, non-exclusive, non-transferable and non-assignable license to display, view, play and use the Game on the Website.

7.3. This license is for your personal use only (therefore you cannot give away, sell, lend, gift, assign, sub-license or otherwise transfer your Account, items or any other Game features to someone else, unless expressly provided otherwise) and it does not give you any ownership rights to the Game. The above also applies to the paid functions of the Game.

7.4. The detailed information on how to use the Game and all of its features can be found in the information presented on the Website.

8. User's Account

8.1. In order to use the Website and play the Game, you need to register an Account on the Website. Creating an Account requires indicating:

- a) e-mail address
- b) player name
- c) password

8.2. By creating an account on the Website, you accept these T&C and undertake to comply with them.

8.3. You are responsible for protecting your Account, in particular for keeping your password secure. We recommend that the password be changed regularly. We will not be responsible for any loss or damage caused by disclosure of your Account data.

8.4. One User can register only one Account. One Account can be assigned to only one e-mail address.

8.5. The Account is registered for an indefinite time.

8.6. You do not have the right to withdraw from the agreement for provision of the Account service, as the Account is a digital content and access to the Account is granted to you immediately after you complete the registration procedure (you expressly agree to it by registering the Account on the Website).

9. Rules for using the Game

- 9.1. When you play the Game, you need to follow some rules. First of all, the main purpose of Website and Game is to entertain Users. Users may not use the Website or Game for any commercial purposes.
- 9.2. In particular it is prohibited to:
- a) modify, distribute, translate or obtain or use the Game's source code nor to decompile it.
 - b) hack other Users Accounts or accounts of the Website administration.
 - c) use any gaps, bugs or errors in the Game. Each User who detects any of the above-mentioned issues should immediately inform the Service Provider about the problem through support / forum / other means of communication.
 - d) create, use or distribute any cheats, robots or any other software that interact or affect the Game in any way.
 - e) use any programs that facilitate the Game, for example the so-called bots, autoclickers etc., or to offer any programs that facilitate the Game for other Users.
 - f) share, buy, sell, gift, steal, transfer or sublicense User's Account;
 - g) share, buy, sell, gift, steal, transfer or sublicense Game's virtual content (apart from cases allowed – see point 10 of the T&C)
 - h) request or perform services for other Users like power-leveiling, boosting stats or other services which boost the User's player statistics or equipment etc., whether or not in exchange for payment (real money or virtual currencies of any sort).
 - i) enter into interactions between Accounts from the same IP.
 - j) deliberately lose matches (or make such attempts), for example by: walkovers, weakening the team before or during matches by removing players from the squad, playing with an incomplete squad, multiple squad rotations.
 - k) perform activities that grant other players of another User with unjustified advantage (for example violating the fair-play principles).
 - l) use our or third party names, logos, trademarks or other intellectual property rights for any unauthorized purpose.
 - m) post or upload any files that contain any malicious software, for example viruses, spyware, trojan horses.
 - n) insult other Users or Website administration. In particular, Users may not place any content that is or may be considered offensive, defamatory, harassing, abusive, racist or illegal in any other way. However, the Service Provider will not interfere in the content of the private messages exchanged between Users, as the User has the ability to block an unwanted sender.

10.Virtual goods and virtual currency

- 10.1. The Game allows the Users to purchase digital content or items, for example: Player's equipment, items, keys. Virtual goods may be purchased for virtual currency.
- 10.2. Virtual currency used in Game is NOT real money. Virtual currencies in the Game are for example: credits, euros.
- 10.3. The virtual currency may be:
- a) acquired during the Game (for example the User's activity in the Game) or;
 - b) purchased by the User for real money (through the Website and from Service Provider only).
- 10.4. Virtual currency may be used only to buy virtual goods or to boost player's statistics. Virtual currency cannot be exchanged for real money. In particular, the User who bought virtual currency from Service Provider cannot exchange it back for real money.
- 10.5. Virtual goods and virtual currency are digital content of the Website only. They serve for User's personal use and may be used in the Game only. The virtual goods and virtual currency are owned by Service Provider. If Service Provider gave access to virtual goods or virtual currency to the User, this means that the Service Provider granted the User with personal, limited, revocable, non-exclusive, non-transferable and non-assignable license

to display, view and use the virtual goods or virtual currency in the Game only. Therefore, the User is not allowed to:

- a) sell, lend, gift the virtual goods or virtual currency (subject to point 10.6 below).
- b) buy virtual goods or virtual currency from other User (subject to point 10.6 below).
- c) exchange virtual goods or virtual currency for virtual or digital goods, currencies or items in other websites or games.

10.6. Trading virtual goods between Users is allowed in the Game only and only when it is clearly permitted (by T&C or information on the Website). Trading virtual currency is not allowed.

10.7. During the Game, it is possible to place a bet on the results of matches played between players of other Users.

- a) The subject of the bet can be virtual currency only (virtual currency available in the Game only).
- b) The prize in the bet is also only the virtual currency available in the Game.
- c) Bets are organized in the proper tab of the Website only. It is forbidden for Users to make 'private' bets between them.
- d) The in-Game bets are not gambling games within the meaning of the generally applicable laws.

10.8. Service Provider is not obliged to provide the virtual goods or virtual currency to Users. Service Provider reserves the right to:

- a) change or amend the virtual currency or virtual goods at any time.
- b) impose a limit on the use of virtual goods or virtual currency (for example daily use of the virtual goods).
- c) remove virtual goods or virtual currency for the future.
- d) introduce new virtual goods or virtual currency.

11. Penalties

11.1. The Service Provider reserves the right to impose a penalty for:

- a) the User who violates the rules of the Game (point 9 of the T&C) and/or;
- b) the club whose at least one player has violated the rules of the Game (point 9 of the T&C)

11.2. The penalty will depend on the degree and extent of the User's rules violation. The penalty may consist of:

- a) decrease in player statistics (e.g. trained skills or completed tasks)
- b) removal of the player's energy - in whole or in part
- c) removal of virtual currency (e.g. credits, euros) - in whole or in part
- d) removal of virtual goods (e.g. equipment, items, keys)
- e) deleting club statistics - in whole or in part
- f) reducing or zeroing the club's budget
- g) dissolution of the club

11.3. The penalties provided in this point may be applied irrespective of the Service Provider's rights to suspend or delete the User's account (in accordance with point 18 of the T&C).

12. Payments and withdrawal rights

12.1. Any payments for paid Game features (e.g. virtual goods or virtual currency) are processed by external payment operators. We do not store your payment details.

12.2. In order to purchase paid Game features (e.g. virtual goods or virtual currency), you need to use the appropriate tab on the Website and click on the "Buy now" button or another button with the appropriate inscription and choose the payment method and payment operator. You will be then redirected to the payment operator's system. We do not bear any liability for malfunctioning of payment operators systems.

12.3. Prices indicated on the Website for paid Game features include all taxes. We reserve the right to change prices at any moment.

12.4. All paid Game features (e.g. virtual goods or virtual currency) are digital content. The virtual goods or virtual currency are delivered to you immediately after you complete your purchase (to which you expressly agree). Once access to the virtual goods or virtual currency has been granted to you (on your Account), the agreement has been fully performed by us. Therefore, you do NOT have right to withdraw from the agreement for purchase of virtual goods or virtual currency (to which you also expressly agree).

13. User's content

13.1. It is possible for Users to publish or share some content (for example: names, texts, photos, images, avatars, links, etc.) on the Website or outside of it (player's profile, club profile, forums, Service Provider social medias profiles etc.).

13.2. The content published or shared by the Users on the Website forms the part of the Game.

13.3. If you publish or share any content, you do so at your own risk. When you publish or share any content, you warrant that the content you share or publish is legitimate, in particular it does not infringe rights of third parties (copyrights and industrial property rights included). We do not bear any liability for the content you share or publish.

13.4. Service Provider has the right to check the content shared by the User. If we find your content inappropriate, abusive or illegal (see point 3.8 and 9.2 of the T&C) we will remove it.

13.5. When you publish or share content within the Website, you grant us with non-exclusive, worldwide, sub-licensable, royalty-free license to use, modify, reproduce, distribute, transmit, communicate and publicly display this content in connection with the Game, within the Website and outside of it (but in the Internet only). Your license granted to us is valid as long as you have an Account registered or as long as you do not remove your content from the Website.

14. Newsletter

14.1. Within the Newsletter service we will send you information, including commercial information, regarding promotions, new offers, events, competitions, etc. on a regular basis or at various intervals. regarding products and services offered by us or our partners. This information will be sent to you by e-mail to the e-mail address you provided us with during Account registration.

14.2. The Newsletter service is optional. It does not affect your activity in the Game.

14.3. You can subscribe to the Newsletter:

- a) when registering an Account;
- b) after registering an Account - by using the proper tab on the Website.

14.4. You can unsubscribe from the Newsletter at any moment by:

- a) sending us an e-mail with such request;
- b) using a proper tab in link provided in the e-mail that you received.

15. Intellectual property

15.1. The Website is our property. The use of the Website by the Users on the basis of these T&C does not in any way result in the purchase by Users of any intellectual property rights or any of the Website's content. The Website database, software for using the Services, and all other elements and content available on the Website (especially regarding the Game) are our sole intellectual property (or the property of our licensors). This includes, in particular but not limited to: content, verbal or graphic signs, names, images, graphics, films, sounds, data, designs, source codes, as well as their selection, connection, layout and changes, functionalities and services available on the Website. The same applies to the rights of third parties to the content provided on the Website.

15.2. Therefore, you may use the Website and the data contained therein only to the extent determined by the T&C - for your own personal entertainment. This means that you do not have the right to the following (including but not limited):

- a) translation, adaptation, layout changes or any other changes to the IT system of the Website;
- b) dissemination, reproduction, copying, use of all or part of the information contained on the Website, including in particular the terms of lending, leasing, or selling. This does not apply to the automatic temporary storage of files in the device's memory, which is the result of simply using the Website for purposes consistent with the T&C and the cases of the law of fair use;
- c) providing access to the Website and its database to third parties, including making the password available to third parties;
- d) obtaining information about the internal structure or operating principles of the Website software;
- e) unauthorized downloading, changing or deleting of data contained on the Website;
- f) preservation and reproduction of data downloaded from the Website, except for printing only for own purposes.

16.Liability

16.1. The Service Provider shall not be liable for any damage that arose as a result of failure to provide Services to Users via Website on the basis of T&C for which the Service Provider is not liable, in particular resulting from force majeure, random situations, equipment failures, errors and third parties interference, occurring in the country of Service Provider registered seat's or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User. The Service Provider is not liable in particular but without limitation for damage resulting from the suspension or termination of providing Services, resulting from:

- a) natural disasters or accidents, such as in particular, slump or landslides, earthquakes, fires, hurricanes, floods, droughts, tsunamis, volcanic eruptions etc.;
- b) riots or civil unrest in the country of Service Provider registered seat's or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User;
- c) operation of nuclear energy in the country of Service Provider registered seats or in the location of the Service Provider's office, or location of servers through which the Services are provided or the place where the Services are provided or in the place of using the Services by the User;
- d) equipment failures resulting from the dampness of equipment or electrical surges (e.g. sudden changes in the voltage level in the electrical system), penetration of groundwater, freezing of walls, mold or fungus.

16.2. The Service Provider is not liable for any damage that arose as a result of failure to provide Services to the Users during breaks related to necessity to carry out maintenance or related to the update to the Website.

16.3. The Service Provider is not liable for any damage caused to the User as a result of other User's use of the Website and Services.

16.4. The Service Provider is not liable for damage caused to the User resulting from the manner in which other Users use the Website and Services.

16.5. The Service Provider is not liable for any damage that arises as a result of failure to provide the Service to the Users, in particular for damage resulting from the suspension or termination of the provision of the Services arising in particular from the entry into force of new legal provisions or changes in applicable law.

16.6. Unless provisions of generally applicable law provide otherwise:

- a) Users may not make any claims for Services that are free of charge;
- b) liability of the Service Provider is limited to the amount equal to the amounts that the User has actually paid to the Service Provider.

- 16.7. User shall indemnify the Service Provider from all liabilities, claims and expenses (legal fees included) resulting in particular from:
- a) breach of these T&C;
 - b) infringement of intellectual property rights of Service Provider or any third parties or other Users

17.Contact

- 17.1. You can contact us:
- a) in writing - at our office address indicated in point 2 of the T&C (Definitions)
 - b) via e-mail: admin@footballteam.pl
 - c) via phone: +852 9175-1135

18.Termination – deleting or suspending the Account

- 18.1. Deleting an Account means terminating the agreement for provisions of all Services between you and us.
- 18.2. Suspending an Account means temporary blocking of User's access to the Account (the User cannot use the Website and its Services, in particular the User cannot play the Game).
- 18.3. The Account may be deleted by the User at any moment. Deletion of the Account by the User requires using the appropriate tab on the Website.
- 18.4. The Service Provider is entitled to:
- a) Suspend the User's Account;
 - b) Delete the User's Account.
- 18.5. The Service Provider is entitled to suspend the User's Account for important reasons, especially if the User violates the rules for general use of the Website (point 3 of the T&C) or the rules of the Game (point 9 or 10 of the T&C) or if the User uses the Website contrary to its purpose, in particular (but not limited to) when User publishes on the Website (e.g. forums) any content which is defamatory, offensive or which is unwanted by the other Users.
- 18.6. Suspension of the Account may last from 24 hours to 36500 days. The period of suspension of the Account is determined by the Service Provider in its sole discretion.
- 18.7. The Service Provider may delete the User's Account for important reasons, in particular when the User violates the provisions of these T&C. Circumstances which justify removal of the User's Account by the Service Provider are in particular (but not limited to) the following situations:
- a) The User commits a material breach of the Game rules (point 9 or 10 of the T&C), e.g. hacks other Users Accounts, cheats in the Game, uses bots, auto-clickers or other programs that facilitate the Game;
 - b) The User uses the Website to publish advertisements, send unsolicited e-mails, messages via fax or SMS text messages, or harmful messages or the so-called "chains";
 - c) The User uses the Website to recruit other Users to other Internet programs, games or mobile applications or to promote goods or services of other websites;
 - d) the User provides or publishes untrue or misleading information regarding products or services available on the Website;
 - e) User's Account has been suspended by the Service Provider at least 2 (two) times for different reasons during a period of 3650 days (the period being counted from the first suspension);
 - f) User's Account has been suspended by the Service Provider at least 2 (two) times for the same reason during a period of 3650 days (the period being counted from the first suspension);
 - g) The User has put his/her Account for sale (e.g. the User has published a proposal to sell his data for logging in to the Account via an online auction website) or when the Service Provider finds out that the User's Account has been sold to another person;
 - h) The User has put an offer for sale of purchase of virtual goods or virtual currency for real money.

- i) if User presents himself/herself as a representative or partner of the Service Provider or the User answers to press inquiries (or inquiries from other media, social media included) regarding the Website, the Game or the Service Provider other services.
 - j) the User took action(s) regarding which the Service Provider had reasonable doubts, in particular considered such actions harmful or undesirable and the User would not give up these actions within 7 days of receiving the request from the Service via email.
- 18.8. Notification of Account suspension or Account deletion by the Service Provider (in any case) is made by sending an e-mail. The choice of the measure (suspension or deletion of an Account) is at the sole discretion of the Service Provider.
- 18.9. The Service Provider is entitled to stop providing the access to the Game (for reasons unrelated to Users). The Service Provider will notify Users about this with at least 60 days' notice period. After this period, all Accounts will be deleted.
- 18.10. Deletion of Account means that all Account data is removed. The amounts spent by the User for virtual goods or virtual currencies are not subject to refund (regardless of when they were paid).

19.Complaints

- 19.1. You can file a complaint if you are not happy with how we render the Services, in particular if you think that:
- a) We provide Services not in accordance with the T&C;
 - b) Services provided by us are of poor quality;
 - c) Your rights have been violated through the Services we provide.
- 19.2. You can file a complaint:
- a) in writing and send it to our office address
 - b) via e-mail: admin@footballteam.pl
- 19.3. The complaint should contain the following information:
- a) personal information, including name and surname, e-mail address;
 - b) the reason for the complaint, i.e. description of the problem being the basis of the complaint, for example, how your rights have been violated or for what reason you think the Services are of poor quality;
 - c) if possible, provide proof of the reasons of the complaint.
- 19.4. We will deal with the complaint as soon as possible, however no later than within 14 days upon receipt (however the lapse of that period does NOT mean that we automatically accepted your complaint).
- 19.5. We will reply to the complaint via e-mail.

20.Governing law

- 20.1. These T&C are governed and interpreted according to the laws of Hong Kong (Hong Kong Special Administrative Region). The above choice of law does not limit the User's rights provided by generally applicable law proper for the User's place of residence (for example, consumer rights arising from proper legislation).
- 20.2. United Nations Convention on Contracts for the International Sale of Goods (CISG or Vienna Convention) does not apply to the T&C and relations between the Service Provider and Users.

21.Disputes

- 21.1. We aim to resolve any dispute between us and Users amicably. If you have any queries you can contact us through:
- a) contact data provided in the T&C
 - b) support systems provided on the Website
 - c) forums
- 21.2. However, if we cannot reach an amicable dispute resolution, the disputes shall be settled by courts with seats in Hong Kong (Hong Kong Special Administrative Region). It does not limit your right to start litigation in the country of your residence (if such right is granted to you on the basis of generally applicable laws in the country of your residence).

For example, if you are a resident of European Union, you may start litigation before the courts competent for the place where you are domiciled.

22. Personal data

22.1. All personal data provided by the Users is collected and processed by Service Provider in accordance with applicable laws and our Privacy Policy, which can be found [HERE](#).

23. Changes of the T&C

23.1. We reserve the right to change the provisions of these T&C at any time.

23.2. We will notify the Users about changes to these T&C at home page of the Website and by e-mail to the e-mail address of the Users. The notification will contain a list of changes and date of their entry into force. The period between notification and entry into force of the changes shall be not less than 7 days.

23.3. If you continue to play the Game after receiving the above notification, we will assume that you agree to the changes.

23.4. However, if you don't agree, you should inform us via e-mail about that within 7 days counting from receipt of the above notification to your e-mail. In this case, we will delete your Account. Also, if you don't agree to the changes of T&C, you can always delete your Account on your own.

a) In this case, you will not be entitled to any refund for paid Game features (virtual goods or virtual currency included).

24. Final provisions

24.1. These T&C are available on the Website free of charge in a manner enabling its recording.

24.2. We may transfer our rights and obligations arising from these T&C (e.g. agreement with User) to a third party without User's consent.

24.3. These T&C may be also available in languages other than English. However, in case of any discrepancies between the language versions, the English version shall prevail.

24.4. If any provision of these T&C should be found invalid or ineffective, such provision should be omitted, which does not affect the validity of the remaining provisions of the T&C.