

## ICS APP – TERMS AND CONDITIONS

The Football Association Premier League Limited with its company number 02719699 and its registered address at Brunel Building, 57 North Wharf Road, London, W2 1HQ (the “**Premier League**”) and the Partners (as defined below) (together, “**Us**”, “**Our**” or “**We**”) have created the professional coach application (the “**App**”) for use by Coaches (as defined below) to (amongst other things) develop their career, obtain access to learning opportunities, and access services from all the Partners who support their career, in accordance with these terms and conditions (the “**Terms**”).

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings:

- 1.1.1 “**Applicable Law**” means in each applicable jurisdiction, any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directive or requirement of any regulatory body, delegated or subordinate legislation or notice of any regulatory body from time to time;
- 1.1.2 “**Clubs**” means those football clubs who are from time to time the member clubs of the Premier League; English Football League; Women’s Super League; and Women’s Championship;
- 1.1.3 “**Coach Data**” means any information uploaded to the App by you;
- 1.1.4 “**Coaches**” means individuals who meet the ‘Professional Coaching Workforce Definition’ provided by the Partners and who are suitably qualified to work in English Football;
- 1.1.5 “**Content**” means any content, information, photos, images, videos, graphics, written content, audio files, code, data and/or other materials;
- 1.1.6 “**Development Action Planning Tool**” means a feature within the App by which Coaches will be able to analyse and record their personal career, goals and reflections;
- 1.1.7 “**English Football**” means matches, clubs and leagues that fall within the jurisdiction of the Football Association (including the Women’s Super League and Women’s Championship and all English national team, the English Football League, and the Premier League);
- 1.1.8 “**Intellectual Property Rights**” means any intellectual and industrial property rights, including patents, utility models, copyrights, trademarks, service marks, trade secrets, trade dress, authors’ rights, moral rights, rights in domain names, know how, drawings, logos, plans, computer code, any sort of data, technical notes, prototypes, processes, methods, algorithms, any technical-related documentation, any software, or registered designs or other designs, including applications for any of the above and in each case whether registered or unregistered and subsisting anywhere in the world;
- 1.1.9 “**Learning and Development Resource**” means any information, material or service provided by the Partners for the benefit of Coaches;

- 1.1.10 **"Look and Feel of the App"** means the superficial, generic "look and feel" comprised in the design of the App including the layout, colour scheme and imagery on the App;
- 1.1.11 **"Our Personnel"** means all employees, staff, officers, individual contractor, other workers, agents and consultants, of us and/or sub-contractor who are engaged in the delivery of the App or the Information from time to time;
- 1.1.12 **"Partners"** means the Football Association, Premier League, English Football League, Professional Footballers' Association, Women's Professional Leagues Limited and the League Managers Association;
- 1.1.13 **"Prohibited Material"** means any material that:
  - a) is unlawful, harmful, threatening, defamatory, abusive, obscene, infringing, harassing or racially or ethnically offensive;
  - b) facilitates illegal activity;
  - c) depicts sexually explicit images;
  - d) promotes unlawful violence;
  - e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - f) is otherwise illegal or causes damage or injury to any person or property;
- 1.1.14 **"Supported Phones"** means phones which are compatible with the App which at the current time is all Apple and Android phones;
- 1.1.15 **"Updates, Patches, Upgrades, and Releases"**: This refers to any updates to the App that add, update, or enhance functionality or features, or correct faults or fix bugs, as determined by us. This includes minor updates (Updates and Patches) and major updates (Upgrades and Releases).
- 1.1.16 **"Virus"** means any thing 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 rearranging, 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.

1.2 In these Terms (unless context requires otherwise):

- 1.2.1 the words including, include, for example, in particular and words of similar effect will be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;
- 1.2.2 references to these Terms and any other documents referred to in these Terms is a reference to it as validly varied and/or supplemented from time to time;
- 1.2.3 references to a Term or a Condition are references to the terms and conditions of these Terms;
- 1.2.4 references to the singular include the plural and vice versa;
- 1.2.5 recitals and headings are all for reference only and will be ignored in construing these Terms;
- 1.2.6 references to any one gender do not exclude other genders;

- 1.2.7 general references to a person will be understood to include (as applicable) a natural person, a company, a partnership and an unincorporated association (in each case whether or not having separate legal personality); and
- 1.2.8 reference to any legislative provision shall be deemed to include any statutory instrument, bylaw, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it and any subsequent reenactment or amendment of the same, unless this imposes a substantial new liability upon Us, or significantly adversely affects any of Our rights.

## 2. TERMS

- 2.1 These Terms apply to any person (“**you**” or “**your**” as applicable) who uses the App. The App contains information and tools regarding:
  - 2.1.1 Learning and Development Resources;
  - 2.1.2 Development Action Planning Tool;
  - 2.1.3 General information offered by the Partners relating to English Football, including role profiles, regulatory updates, open position information, and coaching news streams,together the “**Information**”.
- 2.2 You may use the Information and the App for personal and professional development purposes only.
- 2.3 You should read these Terms before using the App.
- 2.4 By using the App and accessing the Information, you confirm that you have read, understood, acknowledge, and accept these Terms.
- 2.5 These Terms apply to every occasion that you use the App. If you do not agree or accept the Terms, you shall not be entitled to use the App.
- 2.6 The Partners reserve the right to suspend or terminate your access to the App without notice should you breach, or it reasonably suspects you will or have breached, these Terms.
- 2.7 The Partners reserve the right to make reasonable and appropriate changes to these Terms. You will be notified of any changes that may affect you.

## 3. ACCESSING THE APP

- 3.1 Access to the App is strictly limited to Coaches who have been verified by the Partners and whose access has been approved in writing by the Partners. Coaches may only access the App via a Supported Phone. If you do not meet those conditions, please do not seek to access the App, as you have no right to access or use the Information.
- 3.2 The Partners reserve the right to undertake such verification checks as they determine (in their discretion) to be necessary to protect the integrity of the App and the security of Coach’ Data.
- 3.3 Access to the App shall be implemented by the following process:
  - 3.3.1 In order to access the App, you will need to create an account on the App (“**Account**”). You acknowledge and agree that the Partners may communicate with you using the email address that you use to create your Account.
  - 3.3.2 After registering for and downloading the App, you will be asked to enter your personal email address. You will be sent a verification code to this email to login. You must keep this code secure and confidential. Do not share this code with anyone else.

- 3.3.3 This verification code remains valid for 24 hours.
- 3.3.4 Users enter the received code on the App's login page to gain access.
- 3.3.5 Once logged in, users remain logged in and authenticated for 30 days.
- 3.3.6 After 30 days, users must repeat the process and enter a new verification code to continue using the App.
- 3.3.7 Users may be logged out at any time to carry out App upgrades or patches.
- 3.4 You are responsible for keeping your Account secure.
- 3.5 You hereby acknowledge that your access to the App may be terminated by the Partners at any time without notice.

#### 4. PROVISION OF THE APP

- 4.1 We will make the App available and provide the Support Services (as defined below) to those Coaches who have been approved to use the App, subject to these Terms.
- 4.2 You acknowledge that the App, and any Information contained therein, is provided to you on an "as is" basis and that not all functionality, features and tools which are added to the App may be available in every jurisdiction and We are under no obligation to make the same available in any jurisdiction.
- 4.3 In the event that you encounter an issue with the App, you should contact us in accordance with section 11 and we will use reasonable endeavours to help resolve problems ("**Support Services**") provided that You provide reasonable assistance to Us and prompt access to Your Account.
- 4.4 While reasonable efforts are taken to ensure that the Information is accurate, the Premier League makes no express or implied warranties regarding the Information, including whether it will be of any particular quality or fit for any particular purpose.

#### 5. YOUR USE OF THE APP

- 5.1 You will not (whether by you or a third party), except to the extent permitted under these Terms or by any Applicable Law, attempt to:
  - 5.1.1 copy, modify, distort, alter, duplicate, create derivative works from, attempt to derive the source code of, frame, mirror, republish, download, display, transmit, or distribute all or any part of the App in any form or media or by any means;
  - 5.1.2 break or circumvent encryption or allow or enable third parties to do so;
  - 5.1.3 de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the App.
- 5.2 You will not (whether by you or a third party):
  - 5.2.1 access all or any part of the App in order to build a product or service which competes with any part of the App;
  - 5.2.2 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the App or the Information, or otherwise make the App or the Information available to any third party except as set out in these Terms;
  - 5.2.3 allow modification or alteration of the App by any party other than Us or Our Personnel;
  - 5.2.4 misuse the App by introducing Viruses, Prohibited Material or other material that is malicious or technologically harmful;
  - 5.2.5 attempt to obtain or assist any person in obtaining, access to the App;

- 5.2.6 share Information on the App with others nor screencast/screen mirror to a television, monitor or projector;
- 5.2.7 not make reference to the App or the Information on any form of social media and/or make any other form of public reference to the App or your use of the App or the Information without the written approval of the Partners;
- 5.2.8 use any Information for any commercial purpose;
- 5.2.9 seek to make any false representation to other users of the App, impersonate other users of the App or use any of the Information obtained via the App other than expressly permitted by these Terms.
- 5.3 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the App and, in the event of any unauthorised access or use, will promptly notify Us.
- 5.4 You will grant to Us, Our agents and representatives, and to any statutory or regulatory auditors of Ours, the right to remotely inspect Your use of the App as We may require in order to verify that You are complying with these Terms.
- 5.5 You will comply with all Applicable Laws with respect to your activities under and/or related to the use of the App and these Terms.

## **6. UPDATES; PATCHES; UPGRADES AND RELEASES**

- 6.1 We may from time to time provide Updates and Patches at our discretion.
- 6.2 We will usually implement Updates and Patches automatically.
- 6.3 Updates and Patches will be provided by Us without cost to You.
- 6.4 The Premier League is continually seeking to improve and update the App. Therefore, We may make Upgrades and Releases from time to time without seeking consent including (without limitation) where we are required to do so in order to comply with Applicable Law and you will be bound by any such changes from the time that you next access the App.
- 6.5 You will be required to have downloaded the latest version of the App to be eligible for the latest updates and upgrades.

## **7. USE OF INFORMATION AND CONFIDENTIALITY**

- 7.1 The Information contains Content which is the intellectual property of the Partners and is highly confidential. All rights are reserved. You are permitted to store, manipulate, analyse, reformat, print and display the Information only for use in accordance with these Terms. Any other copying, republication or redistribution of the Information is expressly prohibited.
- 7.2 You undertake:
  - 7.2.1 to treat and safeguard all the Information as strictly private and confidential and take all steps necessary to preserve such confidentiality;
  - 7.2.2 not to use any Information or disclose any Information to any person unless permitted by the Partners; and
  - 7.2.3 (to the extent permitted by law) to inform the Premier League immediately upon you becoming aware of any breach of this undertaking.
- 7.3 Clause 7.2 does not apply to any Information which:
  - 7.3.1 is or becomes in the public domain otherwise than by reason of a breach of clause 3.2; or
  - 7.3.2 is or was lawfully in your possession prior to it being supplied to you via the App; or

- 7.3.3 was obtained by you from a bona fide third party having no apparent restraint on its right to dispose of such Information.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property Rights in and to the App (including proprietary code in respect of the same and the Look and Feel of the App) and any in-App Content such as the Information (excluding the Coach Data) shall be jointly owned by the Partners and nothing in these Terms will grant any right, title and/or interest in and to the App except the right to use the App in accordance with these Terms.
- 8.2 All Intellectual Property Rights in and to the Information shall be owned by the Partner who produced it and nothing in these Terms will grant to you any rights, title and/or interest in and to the Information except the right to use the Information in accordance with these Terms.
- 8.3 Any Coach Data uploaded to the App by You shall remain vested in You and nothing in these Terms will grant any right, title and/or interest in and to that Coach Data, save for the right to process the Coach Data to make the App and the Information available to You.
- 8.4 You warrant that You have all necessary consents, licenses, permissions, and registrations required under Applicable Law to upload the Coach Data to the App and shall maintain and keep valid all such consents, licenses, permissions, and registrations.
- 8.5 You grant Us a non-exclusive license to use, copy, modify and adapt (with the right to sub-license such right to other third parties including (without limitation) other Partners) the Coach Data in accordance with these Terms and the Privacy Policy to the extent necessary for You to access the App and receive the Support Services and to enable Us and Our contractors, suppliers, service providers to make the App and Support Services available to You.

## **9. USING THE APP SECURELY**

- 9.1 Please take all necessary steps to ensure that none of the Information is visible to, or capable of being overlooked by, anyone else when you are using the App.
- 9.2 Please do not leave your Supported Phone unattended while you are using the App.
- 9.3 If you lose your Supported Phone, you must notify the Partners immediately. We will then suspend your access to the App.
- 9.4 For reasons of security, your access to and activity on the App may be monitored and your access to the App may be suspended or revoked should you fail to comply with these Terms.
- 9.5 The Premier League does not guarantee that the App will be secure or free from bugs or viruses.
- 9.6 You are responsible for configuring your information technology, computer programmes and platform to access the App. You should use your own virus protection software.
- 9.7 You must not misuse the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the App, the server on which the App is stored or any server, computer or database connected to the App. You must not attack the App via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those

authorities by disclosing your identity to them. In the event of such a breach, your right to use the App will cease immediately.

## 10. AVAILABILITY OF THE APP

- 10.1 Whilst the Premier League endeavours to ensure that the App is available 24 hours a day, it does not give any commitment that use of the App will be uninterrupted or error free or that it will be continuously available. The App and all Information therein is provided on an “as is” basis.
- 10.2 Access to the App may be suspended temporarily and without notice in the case system failure, maintenance, updates, or for reasons beyond the Premier League’s reasonable control.
- 10.3 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the use of the App may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 11. WHO TO CONTACT

If you have any questions relating to the App, please email [app@ics-football.org](mailto:app@ics-football.org) in the first instance.

## 12. DATA PROTECTION

- 12.1 In creating an Account and uploading Coach Data to the App You will be providing personal data to the Partners.
- 12.2 The Partners will be acting as joint controllers of any personal data (such terms as defined in the UK GDPR) which they are required to process, as further detailed in Appendix 1.
- 12.3 The Partners will use Your personal data for the permitted purposes set out in Appendix 1. By using the App, you consent to your personal data being used for this purpose.
- 12.4 Each Partner will use the personal data in accordance with their privacy policies which can be found here: <https://ics-football.org/privacy-policy>
  - 12.4.1 **Football Association:** <https://www.thefa.com/public/privacy>
  - 12.4.2 **Premier League:** <https://www.premierleague.com/privacy-policy>
  - 12.4.3 **English Football League:** <https://www.efl.com/regulated-persons-privacy-policy>
  - 12.4.4 **Professional Footballers’ Association:** <https://www.thepfa.com/privacy-policy#:~:text=We%20will%20only%20retain%20your,%2C%20accounting%2C%20or%20reporting%20requirements.>
  - 12.4.5 **League Managers’ Association:** <https://www.leaguemanagers.com/privacy-policy> and in accordance with relevant data protection legislation including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).
- 12.5 You warrant, represent, and undertake that you have obtained all consents and permissions required under data protection law to upload the Coach Data to the App. You acknowledge and agree that you are fully responsible for the Coach Data.

## 13. LINKS TO THIRD PARTY SITES

We do not monitor the content of third-party websites and any links provided on the App are for your convenience only. We make no representation or warranty as to the content of such third-party

websites. We exclude all liability for any third-party material contained on any third-party website which the App links to. You are responsible for checking and complying with the terms and conditions of privacy policies applicable to your use of any third-party website.

#### 14. LIABILITY

- 14.1 To the fullest extent permissible by law, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, the Premier League shall not be liable for any (i) direct or (ii) special, incidental, indirect or consequential loss, costs, damages, charges or expenses, resulting from the access or use of the App, temporary or permanent unavailability of the App, any changes to the App, any websites linked to the App, downloading of any material or Information from the App, or from any corruption or loss of data you may suffer from using the App, howsoever caused.
- 14.2 In no event shall we have any liability to you to the extent that such liability is based on: (i) your use of the App in a manner contrary to these Terms, and/or (ii) a modification of the App by anyone other than us.
- 14.3 Nothing in these Terms shall exclude or limit the Premier League's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.
- 14.4 You shall indemnify the Premier League and the Partners and keep them indemnified against all losses, costs, claims, demands, damages, and expenses (each whether direct or indirect) arising from your operation, possession, or use or misuse or unlawful disclosure of the App and or the Information in contravention of these Terms, including without limitation that it infringes the rights of any third party.
- 14.5 You assume sole responsibility for results obtained and conclusions drawn from use of the App, Information, and Content by You. We will have no liability for any damage caused by errors or omissions in any information, instructions or data provided to Us by You in connection with the App or any actions taken by Us at Your direction.
- 14.6 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from these Terms.

#### 15. FORCE MAJEURE

We will have no liability to you if We are prevented from or delayed in providing the App or performing any of Our obligations under these terms, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial dispute (whether involving Our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, epidemic or pandemic, period of mourning following the death of a monarch, periods of severe economic downturn, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("**Force Majeure Event**"). We will notify You as soon as reasonably possible once We are aware that a Force Majeure Event has affected Our ability to provide the App or perform Our obligations under these Terms.

#### 16. GENERAL

- 16.1 Failure by either You or the Premier League to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.
- 16.2 If any provision of these Terms is held by a Court to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- 16.3 We reserve the right to update these Terms from time to time. If we do so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of the Premier League.
- 16.4 These Terms are governed by English law and you agree to submit to the exclusive jurisdiction of the English Courts.

## **Appendix 1 – Description of Processing of Personal Data**

### **Shared Personal Data**

Collected via the App

Full Name

Role Title

Type of Role

Area of work (Men's / Women's Game)

Area of work (location)

Employer

Qualifications

### Collected via SRS

Current / Previous Role Titles

Commencement Date of Role(s)

End Date of Role(s)

Date of Birth

Mobile Type

Personal Email Address

Employer Email Address

FAN ID

Employment Status

Employment Type (contract type)

Ex-professional Footballer?

Qualifications Verified

**Permitted Purposes**

To identify and denote individuals who will be offered access to the App and to subsequently make the App available to those who opt to take it.

To provide the Support Services offered by the App as defined in these Terms (and as updated from time to time).

To solicit feedback from App users on the App (and, by extension, the ICS supporting activities).

To calculate and present various aggregated and anonymised statistics deemed necessary by the ICS Board to support workforce monitoring.