

TRUST EVERTON

GENERAL TERMS AND CONDITIONS OF SITE USAGE AND PRIVACY POLICY

(Last Updated 09.01.2012)

These Terms and Conditions are an Agreement that applies as between you, the User of this Website and Trust Everton, the owners of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

The Privacy Policy which is incorporated into these Terms and Conditions from Clauses 16 to 26 below also applies as between you as the User of this Website and Trust Everton as the owner and provider of this Website. This Policy applies to the use by Trust Everton of any and all Data collected by Trust Everton in relation to your use of the Website and any Services or Systems therein.

1. Definitions and Interpretation

In the Agreement or Policy the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Material and/or any communications System on the Website;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
“Cookie”	means a small text file that may be placed on your computer from time to time when you visit certain parts of this Website or the websites of organisations that process data on behalf of Trust Everton. This allows Trust Everton or these organisations to identify recurring visitors and to analyse their browsing habits within the Website. Further details are contained in Clause of this Policy;
“Data”	means collectively all information that you submit to the Website. This includes, but is not limited to, Account details and information submitted using any of the Trust Everton Services or Systems;
“Learning Establishment”	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional/adult education providers;

“Trust Everton”	means Community Football Assets Ltd operating as Trust Everton, a company registered in England/Wales number 7807382 whose registered office is at 145-157 St John Street, London EC1V 4PW, England and whose Correspondence Address is Scion House, University of Stirling Innovation Park, Stirling FK9 4NF, Scotland;
“Service”	means collectively any online facilities, tools, services or information that Trust Everton makes available through the Website either now or in the future;
“System”	means any online communications infrastructure that Trust Everton makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” or “Users”	means any third party that accesses the Website and is not employed by Trust Everton and acting in the course of their employment or is not a volunteer of Trust Everton and acting in the course of their voluntary role; and
“Website”	means the website that you are currently using (www.trusteverton.com) and any sub-domains of this site and any domains owned by Trust Everton that forward to this site unless expressly excluded by their own terms and conditions.

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Trust Everton, or its affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website for as specified in Clause 4 of these Terms and Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given express written permission to do so by Trust Everton. Specifically you agree that:
- 2.2.1 You will not use the Content of the Website for commercial purposes;
- 2.2.2 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Trust Everton;
- 2.2.3 You may, as a student of a recognised Learning Establishment, use the Content of the Website for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment;

2.2.4 Employees of Learning Establishments may use the Content of the Website for teaching purposes subject to the following conditions:

- a) No further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and
- b) For use in profit-making Learning Establishments, prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

3. **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 4 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

4. **Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

5. **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Trust Everton or that of its affiliates. Trust Everton assumes no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

6. **Use of Communications Facilities and Content Submission**

6.1 When submitting Content to the Website you should do so in accordance with the following rules:

- 6.1.1 you must not use obscene or vulgar language;
- 6.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 6.1.3 you must not submit Content that is intended to promote or incite violence;
- 6.1.4 it is advised that posts on message boards, chat facilities or similar and communications with Trust Everton are made using the English language as Trust Everton may be unable to respond to enquiries submitted in any other languages;
- 6.1.5 content submissions are required to be made using the English language. Content in any other language may be removed at the sole discretion of Trust Everton;

- 6.1.6 you must not post links to other Websites containing any of the above types of Content;
- 6.1.7 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 6.1.8 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 6.1.9 you must not impersonate other people, particularly employees and representatives of Trust Everton or its affiliates;
- 6.1.10 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
- 6.1.11 you must not use the Trust Everton System for unauthorised mass-communication such as “spam” or “junk mail”.
- 6.2 You acknowledge that Trust Everton reserves the right to monitor any and all communications made to Trust Everton or using its System.
- 6.3 In order to use the surveys or any other communication facility that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this Website you represent and warrant that:
 - 6.3.1 any information you submit is accurate and truthful; and
 - 6.3.2 you will keep this information accurate and up-to-date.
- 6.4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and/or permissions to use the Content in this fashion. Trust Everton accepts no responsibility or liability for any infringement of third party rights by such Content. Further, you waive all moral rights in the Content to be named as its author and grant Trust Everton a perpetual licence to modify the Content as necessary for its inclusion on the Website. Trust Everton accepts no responsibility or liability for any infringement of third party rights by such Content.
- 6.5 Trust Everton will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.
- 6.6 Unless a User informs Trust Everton otherwise, in advance of posting, in writing, and Trust Everton agrees to any terms or restrictions, all Content submitted is for publication on the Website and other such uses as Trust Everton may deem appropriate under a royalty-free, perpetual basis.
- 6.7 Content submitted by Users may be screened by Trust Everton prior to appearing online. Trust Everton retains the right to exercise its sole discretion to remove or relocate any Content as Trust Everton deems appropriate without the consent of the author. Trust Everton shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to Trust Everton. This does not constitute an undertaking to explain the actions of Trust Everton.
- 6.8 You acknowledge that Trust Everton may retain copies of any and all communications made to Trust Everton or using its System.

7. Termination and/or Suspension

In the event that any of the provisions of sub-Clause 6.1, above, are not followed, Trust Everton reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

8. Disclaimers

- 8.1 Trust Everton makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 8.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, Trust Everton makes no warranty or representation that this is the case. Trust Everton makes no guarantee of any specific results from the use of its services.
- 8.3 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 8.4 The information on this Website is not designed with commercial purposes in mind. Commercial use of the Content of this Website is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and Trust Everton makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and/or advice on which business decisions can be based.
- 8.5 Whilst every effort has been made to ensure that all descriptions of services available from Trust Everton correspond to the actual services available, Trust Everton is not responsible for any variations from these descriptions.
- 8.6 Whilst Trust Everton uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

9. Availability of the Website and Modifications

- 9.1 The Service is provided "as is" and on an "as available" basis. Trust Everton gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law Trust Everton provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 9.2 Trust Everton accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 9.3 Trust Everton reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

10. **Limitation of Liability**

- 10.1 To the maximum extent permitted by law, Trust Everton accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 10.2 Nothing in these terms and conditions excludes or restricts Trust Everton's liability for death or personal injury resulting from any negligence or fraud on the part of Trust Everton.
- 10.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

11. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

12. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

13. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Trust Everton.

14. **Communications**

- 14.1 All legal notices and communications shall be given to Trust Everton either by post to its Registered Office at or by email to enquiries@trusteverton.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 14.2 General correspondence may be sent to Trust Everton, Scion House, University of Stirling Innovation Park, Stirling FK9 4NF, Scotland.
- 14.3 Trust Everton may from time to time send you information about its products and/or services. If you do not wish to receive such information, please send an e-mail to Trust Everton with "Unsubscribe" in the subject line to enquiries@trusteverton.com.

15. **Law and Jurisdiction**

These terms and conditions and the relationship between you and Trust Everton shall be governed by and construed in accordance with the Law of England and Wales and Trust Everton and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

PRIVACY POLICY

16. **Data Controller**

Community Football Assets Ltd operating as Trust Everton is registered number Z2924851 as a data controller under the Data Protection Act 1998. Details of its registration including data subjects, data classes, the purposes for which data is held and the recipients and geographic scope of any data transfers may be found at <http://www.ico.gov.uk/ESDWebPages/DoSearch.asp?reg=5367447>.

17. **Data Collected**

Without limitation, any of the following Data may be collected:

- 17.1 name;
- 17.2 date of birth;
- 17.3 gender;
- 17.4 job title;
- 17.5 profession;
- 17.6 contact information such as email addresses and telephone numbers;
- 17.7 demographic information such as post code, preferences and interests;
- 17.8 financial information such as credit / debit card numbers;
- 17.9 IP address (automatically collected);
- 17.10 web browser type and version (automatically collected);
- 17.11 operating system (automatically collected);
- 17.12 a list of URLs starting with a referring site, your activity on this Website, and the site you exit to (automatically collected); and
- 17.13 Cookie information (see Clause 25 below).

18. **Use of Data by Trust Everton**

- 18.1 Any personal Data you submit will be retained by Trust Everton for as long as you use the Services and Systems provided on the Website. Data that you may submit through any communications System that Trust Everton may provide may be retained for a longer period of up to seven years.
- 18.2 Unless Trust Everton is obliged or permitted by law to do so, and subject to Clause 4, your Data will not be disclosed to third parties. This includes affiliates and/or other companies within the same group.
- 18.3 All personal Data is stored securely in accordance with the principles of the Data Protection Act 1998. For more details on security see Clause 9 below.

18.4 Any or all of the above Data may be required by Trust Everton from time to time in order to provide you with the best possible service and experience when using the Trust Everton Website. Specifically, Data may be used by Trust Everton for the following reasons:

18.4.1 internal record keeping;

18.4.2 improvement of products or services;

18.4.3 transmission by email of promotional materials that may be of interest to you;

18.4.4 contact for market research purposes which may be done using email, telephone, fax or mail. Such information may be used to customise or update the Website.

19. **Third Party Websites and Services**

Trust Everton may from time to time employ the services of other parties for dealing with matters that may include but are not limited to the following: collection and processing of survey data; payment handling; delivery of purchased items; search engine facilities; advertising and marketing; and the provision of legal and other professional advice. The providers of such services will have access to certain personal Data provided by Users of this Website. Any Data used by such parties is used only to the extent required by them to perform the services that Trust Everton requests. Any use for other purposes is strictly prohibited. Furthermore, any Data that is processed by third parties must be processed within the terms of this Policy and in accordance with the Data Protection Act 1998.

20. **Changes of Legal Form and Ownership**

20.1 As explained in the Frequently Asked Questions (“FAQ”) section of the Website, it is envisaged that Trust Everton will convert its legal form (or transfer its assets to another new legal entity) in order to facilitate ownership by the wider community of supporters of Everton FC. Subject to Trust Everton maintaining (or, in the case of a transfer of assets, replicating) its registration as a Data Controller under the Data Protection Act 1998 you give your consent for Trust Everton to continue to hold (or in the case of a transfer of assets, to the transfer of such Data to the new entity) any Data collected by Trust Everton under the terms of the Agreement and the Policy.

20.2 In the event that any Data submitted by Users is to be transferred for other reasons you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your Data deleted or withheld from a new owner or controller.

21. **Controlling Access to your Data**

21.1 Trust Everton will not sell or otherwise distribute any of your personal information to third parties except as set out within this Policy.

21.2 Wherever you are required to submit Data, you will be given options to restrict use of that Data by Trust Data. This may include the following:

21.2.1 use of Data for direct marketing purposes; and

21.2.2 sharing Data with third parties.

22. **Your Right to Withhold Information**

- 22.1 You may access certain areas of the Website without providing any Data at all. However, to use all Services and Systems available on the Website you may be required to submit Account information or other Data.
- 22.2 You may restrict your internet browser's use of Cookies. For more information see Clause 25 below.

23. **Accessing your own Data**

- 23.1 You may access your Account at any time to view or amend the Data. You may need to modify or update your Data if your circumstances change. Additional Data as to your marketing preferences may also be stored and you may change this at any time.
- 23.2 You have the right to ask for a copy of your personal Data on payment of a nominal fee which is capped by legislation.

24. **Security**

- 24.1 Data security is of great importance to Trust Everton. In order to protect your Data Trust Everton has endeavoured to put in place physical, electronic and managerial procedures that it believes will be adequate to safeguard and secure Data collected online and reasonable in the context of its operations and scale as an organisation.

25. **Cookies**

- 25.1 Trust Everton may set and access first-party Cookies on your computer. These Cookies are integral to the services provided by the Website to you.
- 25.2 You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. For further details please consult the help menu in your browser. Disabling Cookies may prevent you from using the full range of Services available on the Website.
- 25.3 You may delete Cookies however you may lose any information that enables you to access the Website more quickly.
- 25.4 The Website may use third-party Cookies which may be blocked at your choosing via your internet browser's privacy settings. Please ensure that your internet browser is up-to-date and consult the help and guidance provided by the developer of your browser if you are unsure as to how to adjust your privacy settings.

26. **Changes to this Policy**

Trust Everton reserves the right to change this Privacy Policy as it may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the Policy on your first use of the Website following the alterations.