

## Terms and Conditions

In this page you can find the Terms and Conditions of use of Football Village, property of E-Calcio S.r.l. Users under the age of 18 should read the Terms and Conditions of this service together with their parents or with a guardian, so that they can explain them the rules contained in this document.

### 1. Use of the Website

1.1. The User is authorized by E-Calcio S.r.l. to access and to use the website of the Football Village website located at this internet address: [www.footballvillage.net](http://www.footballvillage.net) (from now, "the Website"), as well as all its eventual extensions and substitutes which will be subjected to these same Terms and Conditions. E-Calcio S.r.l. reserves the right to update these Terms and Conditions in every moment and without notice, without the necessity of a previous communication to the Users.

1.2. To use the Service of Football Village, it is necessary that the User is registered to the Website. To be able to carry out the registration process the User should provide truthful and complete information regarding personal data. It will be responsibility of the User to inform us of any change pertaining this information updating the data through the appropriate panel of management of the Account or sending us an email at the address [support@footballvillage.net](mailto:support@footballvillage.net)

1.3. The User is responsible of the safety and of the appropriate utilization of the "Username" (used to access the Services of the Website) and of the relevant password. The User should take all the possible measures and precautions to make sure it remains secure, confidential, used in appropriate manner and not shared with other persons, being them authorized or not. The User is also the person in charge of every activity that comes carried out on the Website through the Username and the relevant password. In case there should be reason to believe that the Username or Password are, or can possibly be, known by another person not authorized to their use, or that is used in a given moment from a different person that is not the User, will be care of the User to inform us immediately so as to be able to undertake all the eventual actions that will become necessary to restore the security of the aforementioned information.

1.4. In case the User should either lose or forget the Username or the Password, it will be possible to retrieve or restore them by using the tools provided through the Website and the Service. In case of malfunctioning of such tools, the User should contact us to be able to either recover or change the Username and the Password. E-Calcio S.r.l. reserves the right to suspend any Username or Password of access to the Website and to the Service at any moment it is reasonable to believe that a violation of their safety exists, in the full interest of the User.

1.5. To use the Service of Football Village the User should have an available and working Internet connection. E-Calcio S.r.l. will be not responsible of any tariff of connection which will be fully supported by the User to be able to access the Service, nor of any potential malfunctioning of the same that might hinder the connection to the Service of Football Village.

1.6. The Service is available only for the personal use of the User and it cannot be used in any way for commercial purposes. The User therefore gives consent to use the Website in Agreement with the enforced laws and regulations applicable to the utilization of the Website by the User.

1.7. The user cannot distribute, transmit, spread, show, change, copy, use, reproduce, publish, authorize the utilization, create products and derived applications, transfer or sell information or services obtained from the Website. All of the intellectual rights of property and of the persons that supply contributions to the content of this Website are reserved and property of the respective owners.

1.8. The User will not try to access confidential information, the operative system or the databases of E-Calcio S.r.l. and its Service. Furthermore, the User will not use or try to use any technological equipment owned by E-Calcio S.r.l.

1.9. Football Village has been planned for the exclusive utilization within the Service. The Software can be used only within the Service. E-Calcio S.r.l. does not authorize the User to use the Software in any other manner or for any other purpose. The User gives the consent to use Football Village only through the Service and not through any other mean. The User gives the consent to not create or supply any other mean through which access the Service. The User will not be able also to change, decompile or disassemble the Software, included all the communication protocols of communication used by it.

1.10. The Users agrees to free from whatever responsibility E-Calcio S.r.l. and its branches, its affiliated, executive managers, agents, partners and any other element, as well as employees, pertaining to any request or legal denounce, included eventual legal costs of third due to the User's violations of any of these Terms and Conditions of us.

1.11. "Football Village" is a registered trademark of E-Calcio S.r.l.

## **2. Use of the Service**

2.1 The Website contains services and tools defined of instant communication (from now on "Chat") and forums of discussion (from now on "Forum"), tools through which the Users can send messages to be published on the Website or within the Service. The User agrees to use the Chat and the Forum to send and receive messages and material in line with the requirements of the Website and pertaining the Website and the Service. Particularly, but without harm to other prohibitions, is necessary that the User using the Chat and the Forum will ensure to not perform one or more between the following actions:

2.1.1 to use the Chat and the Forum in connection to market researches, pyramids or chains of messages, spamming or any other type of message copied and no requested (commercial or of any other nature).

2.1.2 the User pledges, while making use of the Chat and of the Forum, not to slander, to abuse, to annoy, to shadow, to threaten or in some manner to profane the legal rights (like the privacy rights) of the other Users of Football Village.

2.1.3 to load, to publish, to send through the Chat or the Forum or in any other manner to transmit or to spread whatever material that contains name, subject or inappropriate, slanderous, obscene, indecent or illegal information.

2.1.4 to spread information intended to allow the download of files that contain software or other material protected by the laws on intellectual property (or by the privacy right), unless the User possess or controls such rights or has received the necessary authorizations for such actions.

2.1.5 to spread information intended to allow the download of files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupt files or other programmed procedures that can damage, interfere in harmful manner, intercept or expropriate whichever system, data or personal information.

2.1.6 to advertise, to buy or to put for sale goods, assets or services for whatever commercial purpose.

2.1.7 to download whatever file sent from another User through the Chat or through the Forum, in case the User should know with certainty, or should reasonably know, that it cannot be distributed legally in such manner.

2.1.8 to fake or to cancel whatever legal attribution, of author or other source or label of origin or type of information or the source of the software or any other restrained material in a downloaded file.

2.1.9 to obstruct or to hinder in whatever manner to another User the use of the Chat or the Forum and to amuse itself with such tools.

2.1.10 to violate whatever code of conduct that can be applied to a particular tool of communication.

2.1.11 to copy or to collect personal data and information (according to the given definition in this document) of other persons, including the electronic mail address (email).

2.1.12 to violate whatever applicable law or regulation.

2.1.13 create a fake identity, either to impersonate another person with the purpose to confuse or to deceive other persons.

2.1.14 to fake titles ("headers") or to manipulate identifiers to the purpose of hiding the origin of any material transmitted through the Service.

2.1.15 to use, to download or to copy in any manner, or to supply (in absence or presence of a payment) to a person or entity, whatever directory of Users of the Website or of another User or information about the utilization of the Site, or parts of it.

2.2 The User will have to refund E-Calcio S.r.l. of: whichever loss, responsibility, cost and expense reasonably endured or incurred on part of E-Calcio S.r.l.; of all the damages attributed to E-Calcio S.r.l. based on any sentence emitted by a court of a competent jurisdiction; and of all the amount paid from E-Calcio S.r.l. as result of an agreement realized in relation to:

(a) any affirmation of third parties for which it is enclosed that the use of the Service on part of the User is defamatory, offensive or illicit, or of obscene or pornographic nature, or is illegal or constitutes an infraction of whichever applicable law, rule and code of conduct.

(b) any affirmation of third parties for which it is enclosed that the use of the Service on part of the User constitutes an infraction of the copyright or the rights of intellectual property of third parties of any kind.

(c) whichever fine or endorsement sets up from any organ or regulation authority, of publicity or commerce, in relation to uses of the Service on part of the User.

2,3 E-Calcio S.r.l. does not assume any obligation of control in regard to uses of the Website on part of the User. However we reserve the right to modify or to eliminate to our discretion whichever type of message or material sent to the Chat or the Forum. E-Calcio S.r.l. reserves the right to terminate the access of the User to the services of Chat, Forum or to the Website at any time, without obligation of warning and without providing further explanations. The Moderators of the Website will deal with Users, connects and suppliers, without any prejudice and without making any difference of sex, age, marital status, colour of the skin, religious faith, race or nationality.

2,4 E-Calcio S.r.l. reserves the right to reveal any information judged to be necessary to satisfy any law, regulation, legal process or governmental petition, or to cancel, not to publish or to eliminate whichever information or material, in part or its totality, to its own total discretion.

2,5 E-Calcio S.r.l. does not control neither approves the content, messages or the information that can be found in any tool or service of communication and, consequently, E-Calcio S.r.l. expressly declines every responsibility in relation to the Chat and the Forum and any action that drifts from the participation of the User to any tool or service of communication.

2,6 The material downloadable from the Chat and the Forum can be subject to limitations with regard to use, reproduction and/or dissemination. It will be responsibility of the User respecting such limitations after having downloaded such material.

2,7 E-Calcio S.r.l., at any time and periodically, reserves the right to permanently modify or to interrupt temporarily the Service (or parts of it) giving or not a warning in advance. The User accepts that E-Calcio S.r.l. is not held to answer to the User or third parties of the modifications, suspensions or interruptions of the Service.

### **3. Disclaimer of Warranty and Limitation of Liability**

3.1 The Website contains material and information that we assume to come from reliable sources. E-Calcio S.r.l. doesn't accept any responsibility nor guarantees the truthfulness of said material not having the objective possibility of such verification.

3,2 E-Calcio S.r.l. does not guarantee that the contents of the Website, the software and the other services available in the Website are free from errors, interruptions of the Service, they do not contain virus or any other element that has destructive property. E-Calcio S.r.l. does not accept any responsibility in so far as.

3.3 The information contained in the website are update periodically. E-Calcio S.r.l. excludes any guarantee (express or implicit) relative to the quality, exactitude, effectiveness, amount of information, or effectiveness of it.

3.4 In the limits granted from the law, the User frees E-Calcio S.r.l. from whichever responsibility to damages (including, as a not exclusive example, indirect or circumstantial damages, and including losses of commercial opportunities, information, plans or benefits) that derive from a contract or the use or impossibility of the use of the Website or of whichever of its contents and materials, or of whichever action or omission perpetrated in consequence of the use of the Website or its contents or Any other concept related to the Service.

3.5 In any circumstance, the User agrees that the responsibility of E-Calcio S.r.l. with regard to all the eventual damages and losses from the User (including the negligence) does not exceed the amount paid from the User, in the case it exists, in order to access the Website.

3.6 The use of the Service is under the complete responsibility of the User. E-Calcio S.r.l. does not give any guarantee with regard to the Website or to the information it contains. As long as its permitted by the enforced laws, E-Calcio S.r.l. is exempted from any guarantee and obligation of whichever type, included any relative implicit term to the satisfaction of the Service or the adequacy of it

### **4. Third Parties**

The Website can contain links and connections to website of property and managed from third parties, different from E-Calcio S.r.l.. These links and connections are provided for the comfort of the User. E-Calcio S.r.l. does not control in any way and it is not responsible for the content, of the privacy policy or the security of those websites. Moreover and without limits to what previously indicated, E-Calcio S.r.l. specifically does not assume any responsibility in case these websites: violate whichever intellectual right of third parties; they are inaccurate, incomplete or misleading; they are not suitable to a precise scope, are not resalable; they do not offer security and adequate privacy guarantees; they contain viruses or other elements of destructive nature; or they are gross or defamatory. E-Calcio S.r.l. does not support or approve the content or whichever product/service available on these Websites. In case the User establishes a connection to these websites, it will make it at his or her own risk and without the authorization of E-Calcio S.r.l.

## **5. Norme Generali d'Uso e Immagazzinamento delle Informazioni**

5.1 The User accepts that E-Calcio can establish generic norms and limits in regard with the use of the Service, included, between the others, the maximum number of days of permanence in the Service of the messages or Any other content, the maximum number of messages that can be sent or received from every User of the Service, the maximum dimension of whichever message that is sent or received from a User of the Service, the maximum space on disc granted from the server of E-Calcio S.r.l. let alone the maximum number of accesses and the maximum duration of every access to the Service in a determined period of time.

5.2 For technical reasons, for the security and availability of the Service, all the Users whom during a period of 6 months have not accessed the Service or have held their characters inactive, will automatically lose the name of their Avatar and any other information related to it. Football Village will cancel the data of this character and every type of information associated to it, with or without previous notification, unless the User has purchased any extra feature within the Service using the available payment system. The User accepts that Football Village will not assume any responsibility following the adoption of these measures.

## **6. Services subject to payment**

6.1 E-Calcio S.r.l. offers additional services (from now on "Additional Services") subject to an additional payment.

6.2 All the items and services acquired in Football Village are contained in the servers of E-Calcio S.r.l.. The User will be able to access them freely at any time, provided the Service is available, but always within these Terms and Conditions of Use. Such objects cannot be downloaded on the User's computer.

6.3 E-Calcio. will be able, within a certain period of time, to add or remove some Additional Services. Such new Additional Services may be subject to payment.

6.4 The payment system of the Additional Services will be established by E-Calcio S.r.l. E-Calcio S.r.l. offers to the User a virtual currency called "Golden Goal", that can be used in order to acquire Additional Services and items inside Football Village. Once carried out a purchase, the Golden Goal Credits will be deducted from the personal account of the User.

6.5 If the User should acquire merchandise or other physical objects from E-Calcio S.r.l. he/she will have the right of restitution and reimbursement of the aforesaid ones according to the price originally paid (excluded the shipping costs), on condition that such assets are sent back at his/her own expenses within seven days from the delivery and in good state (meaning that they are resalable). The User will not have any additional right to cancel the contract, out of the terms defined from these Terms and Conditions of Use.

6.6 When the User purchases services or items from E-Calcio S.r.l. through the Website, included, between the others, virtual furniture, dresses and accessories, once that they have been delivered and made available, the User will not have any right to cancel the contract, out of the terms defined from these Terms and Conditions of Use.

6.7 In case of termination of the contract by any of the two parts, E-Calcio S.r.l. will refund to the Customer all the Credits left unused, providing that the necessary information to perform the refund have been

previously provided to E-Calcio S.r.l. and that the total amount of the unused Credits doesn't exceed 5,00 Euro. E-Calcio S.r.l. reserves the right to deduce from the refund any cost generated from the payment let alone from all the payments still due from the User, being them included or not in these Terms and Conditions of Use. If the costs derived from the refund exceed the amount of the refund itself, E-Calcio S.r.l. will not have the obligation of refund the Credits in issue.

## **7. Protection and security of personal data**

In this document, except those cases in which it is demanded to act in a different way, with the term "Personal Data" used in the present Terms and Conditions document we refer to all those information that can be used in order to identify, directly or indirectly, one physical or legal person.

The information that the User provides us regarding his/her own person will be used exclusively in agreement with our Privacy Policy. Our Privacy Policy is not applied to Websites operated by third parties and can be viewed from the Website at any time

The provided data are incorporated automatically within a Users archive, of which it is responsible E-Calcio S.r.l. The purpose of the such archive is the possibility to supply an adequate Service to the User, to manage economic transactions and to provide further information with regard to the contracted service and to the other services lend to you from E-Calcio S.r.l.

E-Calcio S.r.l. promises to manage the data of the Users confidentially and safely according to the enforced laws about protection of the Privacy and Personal Data. Any other use of the data or their cession to third parties will demand the authorization of the User.

E-Calcio S.r.l. takes advantage of the assistance of third parties for the completion of the payment procedures. All the third parties are obliged from the law to maintain reserved and safe the Personal Data of the User. The Personal Data of the User will be forwarded to third parties exclusively in the case the User should not respect and comply to his/her obligations. Any Personal Data provided during the payment procedure will be supplied to third parties.

The owner of the Personal Data has the right to obtain information concerning his/her own data and to modify them or to cancel them by sending an appropriate communication to E-Calcio S.r.l.. Such communication will have to state of: name, last name and photocopy of the Identity Card - Signed demand for modification or cancellation of the data – Address of the User

## **8. General Provisions**

Our Website is managed from our offices located in Milan, Italy. The present Terms and Conditions will have to be interpreted in compliance with the Italian laws. Any controversy deriving from or connected to such Terms and Conditions will be subject to the exclusive competence of the Foro di Milano.