

Fine Club Ltd Terms and Conditions

Part 1 – Service Terms

1. Definitions

“**Fine**” refers to the specific amount of money exacted as penalty decided by the sports team.

“**Sports Team**” refers to two or more players who work together practicing any sport to complete a shared objective.

“**Fine Club Ltd**” refers to the name of the limited company that owns the Fine Club Ltd application.

“**Fine Club App**” refers to the software application provided by Fine Club Ltd to you pursuant to the terms and conditions set out in Parts 2 and 3.

“**Services**” refers to the services Fine Club App provide to the individual or collective sports team. These services are defined fully in Part 2 (2).

“**Third Party Provider**” refers to the supplier or service provider who is not directly controlled by either the seller or customer in a business transaction.

“**Mango Pay**” refers to the third party payment specialists who provide Fine Club Ltd payment services.

“**Wallet**” refers to the function to hold fines within the app

Part 2 – Terms of Use

These Terms of Use (*‘Terms’*) apply to your use of the Fine Club App as well as to all the other information, recommendations and/or services provided through the Fine Club App.

1. Contractual Relationship

The Terms in Part 2 govern the access or use by you, an individual, from within the UK of the Fine Club App.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Fine Club. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements with you. Fine Club may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Fine Club will provide you with as much notice as it reasonably can of such termination, cessation or denial, being at least 24 hours notice. However, Fine Club reserves the right to terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, immediately at a time without notice if (i) you are in breach of these Terms, (ii) it is impractical to give such notice in the circumstances, or (iii) in Fine Club’s opinion, any delay in such termination would expose Fine Club or a third party to significant risk of harm or damage.

Supplemental terms may apply to certain Services, such as policies for a specific event, activity, promotion, and these supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Fine Club may amend the Terms related to Services from time to time. Amendments will be effective upon Fine Club’s posting of such updated Terms at this location or the amended

policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Fine Club's Privacy Policy. Fine Club may provide to a claims processor or an insurer ant necessary information (including contact information) if there is a complaint, dispute or conflict, which may involve and accident involving you and a Third Party Provider and such information or data is necessary to resolve the complaint, dispute or conflict.

2. The Services

The Services constitute a technology platform that enables users of Fine Club's mobile application to register individuals within a sports team to store the fines at the discretion of the club. An individual will register and have access to the applications built in 'wallet' system; in which fine money can be stored. Individuals will have the option to create a 'sports team' who will have access to a collective 'wallet'. The payment process, storing of payment information and payment gateway will be provided by a third party company called 'Mango Pay'. Mango pay take a percentage of each payment for their processing fee, and Fine Club take a small percentage of each payment for providing their service. Unless otherwise agreed by Fine Club in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. You acknowledge that Fine Club does not provide the payment of fines, does not process the payment of fines of hold payment information directly – all of which is provided by an independent third party – Mango Pay.

License

Subject to compliance with these Terms, Fine Club grants a limited license to: (i) access and use the Application on your personal device solely in connection with your use of the Services; and (ii) access and use of any content, information and related materials that may be available through the Services, in each case for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Fine Club.

Restrictions

You may not (i) reproduce, modify, distribute, license lease, sell, resell, transfer, publically display, publically perform, transmit, stream or otherwise exploit the Services except as expressly permitted by Fine Club; (ii) disassemble the Services except as permitted by applicable law; (iii) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of Services and Third Party Services

You acknowledge that portions of the Services may only be made available under Fine Club's association with third party service providers. Fine Club Services are dependent upon association and partnership with Mango Pay. Mango Pay provides a sharing economy service to enable payment flow for two or more individuals. The service provider enables features such as; access to collective e-wallets, for the Fine Club Application. You acknowledge that Fine Club utilises Mango Pay to create collective e-wallets for the benefit of sports teams. You understand that in result of this association Mango Pay takes a small percentage of each fine processed. Additionally the Services may be made available or accessed in connection with third party services and content (including advertising) that

Fine Club does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Furthermore, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or BlackBerry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership

The Services and all rights therein are and shall remain Fine Club's property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Fine Club's company names, logos, product and service names, trademarks or services marks.

Part 3 – Your Use of the Services

1. User Accounts

To use the Services, you must register for and maintain an active personal user Services account. You must be at least 18 years of age. Account registration requires you to submit to certain personal information to Fine Club, such as; your name, your email address, mobile number, your age, as well as payment information. You agree to complete registration with accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, may result in your inability to access and use the Services or Fine Club's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.

2. User Requirements and Conduct

The Services are not available for use by persons under the age of 18. You may not authorize third parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you can only use the Services for lawful purposes.

3. Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Fine Club does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

As previously noted the payment process occurs when an individual uses the Fine Club Ltd App to store fines. A percentage of the transaction will go to Fine Club Ltd for the providence of services. Individuals will create their own accounts to then form a group – each group will have an admin. Users pay into the central account setup by the admin

within the Fine Club Ltd App and admins choose dates in which they wish to receive payments.

5. Indemnity

You agree to indemnify and hold Fine Club and its representatives and employees harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services (ii) your breach or violation of any of these Terms; (iii) Fine Club's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

Part 4 – Other Provisions

1. Claims of Copyright infringement

Claims of copyright infringement should be sent to Fine Club's designated agent.

2. Notice

Fine Club may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account.

3. General

You may not assign or transfer these Terms in whole or in part without Fine Club's written approval. No joint venture, partnership, employment or agency relationship exists between you, Fine Club or any Third Party Provider as a result of the contract between you and Fine Club or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.