

MAN CITY APP TERMS OF USE

Thank you for downloading the Man City App. We're sure that you're excited to get started, but before you do there are a few important things you need to know.

The Man City App allows members to access a range of Manchester City related Content on-demand (the "**Man City App**" or "**App**").

The use of the Man City App is governed by these Terms of Use and by accessing the App, you agree to be bound by these Terms of Use which form a legal agreement between us and you. We may amend these Terms of Use from time to time and new terms are effectively immediately. Your continued use of the App shall be deemed acceptance of these Terms of Use, we therefore recommend you read them carefully before subscribing and regularly check them to ensure you understand the terms that apply each time.

These Terms of Use apply in addition to our Privacy Policy (<https://www.mancity.com/common/terms>) and Cookies Policy (<https://www.mancity.com/common/cookies>) and where there is any inconsistency, these Terms of Use shall take precedence.

About Us

This App is made available by us, Manchester City Football Club Limited (a company registered in England and Wales with company number 40946).

Our registered office is at Etihad Stadium, Etihad Campus, Manchester, M11 3FF, United Kingdom. However, if you need to write to us for any reason you should address your letter FAO: Digital Support, Manchester City Football Club Limited, City Football HQ, North Gate, 400 Ashton New Road, Manchester, M11 4TQ, United Kingdom. Alternatively, you can email us at digitalsupport@mancity.com.

Any reference to "**we**", "**our**", "**us**" or "**Man City**" in these Terms of Use is to Manchester City Football Club Limited.

Definitions

"**Cityzens Account**" means the free of charge membership group for Man City supporters worldwide;

"**Content**" means the selection of on-demand content (as applicable) that is available for free via the Man City App, as updated from time to time;

"**Device**" means the device or devices that are Man City App ready and have been registered to use the Man City App by streaming over the internet to certain internet-connected TVs, computers, set top boxes and other devices;

"**Payment Method**" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party; and

"**you**" or "**your**" means you, the subscriber to the Man City App.

Downloading the App

To use the Man City App, you must have internet access and the relevant App for your Device will need to be downloaded from the appropriate application store or other authorised location.

The App is only available for download from the official application Store for your Device. Please do not download the App from other places as you cannot be guaranteed that you will be getting the official App, and what you do download may damage your Device.

You can register up to three compatible Devices at a time on your account. You can swap your registered Devices from time to time by logging on to your account and accessing the Man City App using your new Device.

There is no charge to download the Man City App and use of certain features are free of charge. Some sections of the App will however require a fee to be paid by you to access them (“**Paid Content**”). To get the full benefit of the Man City App and access the Paid Content, you will need to pay a monthly fee which is explained in the Paid Content Costs and Payment Collection sections below.

Man City App Membership

In order to access Content, you will need to register for or log in to your Cityzens Account. This requires you to provide certain personal information such as your name and email address. You will also be required to select a username and password for identification purposes.

You must not use any username that violates any provision of these Terms of Use. The decision to register a username is at our discretion and we reserve the right to revoke your username and/or password, and/or require you to choose a different username and/or password at any time.

You confirm that all the information you provide in connection with your account is at all times true, accurate and complete. If we suspect or discover that any information is untrue, inaccurate, out of date or incomplete then we reserve the right to suspend your Cityzens Account, use of the Man City App and/or access to the Content.

We are committed to protecting your privacy and we will only use your data in accordance with our privacy policy (<https://www.mancity.com/common/privacy>), which we encourage you to read before you provide us with any personal data.

Access and updates

The Man City App, including the Content library, is regularly updated. This may mean that we stop supporting certain Devices and/or operating systems. It is your responsibility to ensure that you have a compatible Device to access the Man City App.

We reserve the right to change: (i) the presentation, features, functionality and/or Content of the Man City App; (ii) any third party that we engage to provide any aspect of the service to you; and (iii) the way in which we provide access to the App, provided we shall use reasonable endeavours to ensure that any such change shall not adversely impact you and/or the continued provision of the Man City App to you in a material way.

In order to keep the Man City App up to date, we may from time to time offer automatic or manual updates to the Man City App to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

Device manufacturers also make updates to their Devices which we have no control over. Updates made by Device manufactures may not always be compatible with the Man City App and it is possible that certain Content may not be accessible to you following these updates.

Your use of the Man City App

Please check the App and the Content are suitable for you as the App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App meet your requirements.

The Man City App and any Content viewed are for your personal and non-commercial use only and you agree not to use the App or Content for commercial or public reasons.

You may view the Content primarily within the country in which you have established your account and only in geographic locations where we offer our Man City App and have licensed such Content. The Content that may be available to watch will vary by geographic location and will change from time to time.

When accessing the App, you agree to comply with all applicable laws, rules and regulations, in the country from which you access the Content. You also agree to follow any additional reasonable instructions or requirements we make in relation to how you use the App, providing they do not conflict with the laws, rules and regulations of the country.

You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms of Use) Content and information contained on or obtained from or through the Man City App.

You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the Content protections in the Man City App; use any robot, spider, scraper or other automated means to access the Man City App; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Man City App; insert any code or product or manipulate the Content of the Man City App in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Man City App, including any software viruses or any other computer code, files or programs.

We may terminate or restrict your use of our Man City App with immediate effect if you violate these Terms of Use or are engaged in illegal or fraudulent use of the Man City App.

Ownership of the rights in the app

The App, and the Content included within it, is protected by copyright and trade mark law. All rights in the App and the Content are owned by us or people who have given us permission to include their Content in the App.

You acknowledge that during your membership we grant you a limited, non-exclusive, non-transferable right to access the App and view the Content for your own personal purposes. Except for the foregoing, no right, title or interest shall be transferred to you.

Paid Content costs

Some sections of the App contain Paid Content, this requires you to pay a fee to access the Paid Content which will be notified to you when you sign up.

You must be 18 years of age, or the age of majority in your province, territory or country, to subscribe to the Paid Content of the Man City App. Minors may only subscribe to the Paid Content with the consent of your parent or guardian.

Unless we inform you otherwise, you be able to access Paid Content straight away upon payment. Access to the Paid Content and payment of the relevant fee shall automatically renew and continue month-to-month until cancelled. Unless you cancel your membership before your monthly billing date, you authorise us to charge your next month's membership fee to your Payment Method (see "Cancellation" and "Termination" below).

We may change the price of the Paid Content from time to time; however, any price changes will apply to you no earlier than 30 days following notice to you. If you do not agree to such increase, please cancel your subscription to the Paid Content before your next monthly billing date.

We use our best efforts to ensure that the price advised to you for the Paid Content is correct. If we discover an error in the price of the Paid Content, we will inform you as soon as possible and we reserve the right to refuse or cancel your access to the Paid Content providing we refund any incorrectly priced sums paid by you.

If we offer any promotions or special offers at any time in relation to the Paid Content, these Terms of Use shall be deemed amended to incorporate the Terms and Conditions of that special offer or promotion.

Payment collection

We use a third party payment provider called Stripe to collect payment on our behalf. They will ask you for the information they need to collect and process the payment from you as part of the sign-up process. If

you subscribe to and pay for the Paid Content via your application store account, your account may be automatically charged the applicable fee each month.

Your payment card will usually be debited on the day you subscribe to the Paid Content unless we tell you otherwise. Your monthly subscription fee will be processed on the same date each month but may sometimes vary.

If your first payment is unsuccessful, you will not be given access to the Paid Content. If the first payment is successful but any recurring monthly payment is unsuccessful, we (or Stripe on our behalf) will attempt to process payment again, if this fails, we will suspend your access to the Paid Content until payment in full is received.

Cancellation

If you change your mind and wish to cancel your subscription to the Paid Content before you access any Paid Content, you have fourteen (14) days from the date you subscribe to do so in order to receive a full refund. You can do this by emailing digitalsupport@mancity.com. If you cancel and you have already accessed the Paid Content, you will not be entitled to cancel or obtain a refund for that month.

You can cancel your access to Paid Content at any time by emailing digitalsupport@mancity.com. Upon cancelling, you will continue to have access to the free Content and will have access to the Paid Content until the end of your relevant monthly billing period.

Termination

In addition to any rights we have to suspend your access in these Terms of Use, we shall be entitled to terminate your access to the App immediately at any time by contacting you if you have broken these Terms of Use in a serious way. If your actions can be amended, we will give you reasonable opportunity to do so before terminating.

If we terminate your rights to use the App, you must stop all activities authorised by these Terms of Use and we may remotely access your Devices to remove the App.

We shall also be entitled to terminate your access to the App at any time, giving you as much notice as possible: i) should we be forced to for technical or operational reasons beyond our control; or ii) if we decide, at our discretion, to stop providing the Man City App.

If we decide to terminate in these circumstances, we shall refund the pro-rata proportion of any Paid Content fee that you have paid for but not received access to.

Network Connection

You are responsible for ensuring that you have and maintain all necessary hardware and software to access the Man City App. You will also need access to the internet to access the Content.

You acknowledge that the quality of the display of the Content may vary between Devices, and may be affected by a variety of factors, such as your location, the bandwidth available and/or speed of your internet connection. HD, Ultra HD and HDR availability is subject to your internet service and Device capabilities. Not all Content is available in all formats, such as HD, Ultra HD and HDR, and not all Devices allow you to receive Content in all formats. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a minimum of 2.4 Mbps for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD Content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher) and HDR Content. We remind you that your streaming rates depend on the network load in the home and the number of users using the broadband connection at the same time.

You will be responsible for paying all charges from your broadband provider. Streaming audio-visual content and downloading applications can use up a lot of data so you will need to check that your data allowance is adequate for your use of the Man City App (including downloading the App). We recommend you check with your internet provider for information on possible internet data usage charges prior to using the App.

You acknowledge the streaming software used to deliver Content may require third party software and that you will be subject to the terms and conditions/licences of said software when accessing the Man City App.

Username and Password Security

You must sign up for or log in to your Cityzens Account and choose a username and password when you register for the Man City App.

To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), you should maintain control over the Devices that are used to access the Man City App and not disclose your username, password and/or details of the Payment Method to anyone in any circumstances.

You are responsible for keeping your username and password secure and confidential and you must take all reasonable precautions to prevent them being used by someone else. You are also responsible for the security and proper use of any additional user's name and password and all activities that occur under these usernames and passwords. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these Terms of Use.

If you know or suspect that your username or password or any username or password of any of your additional users has been compromised, or you suspect or become aware of any other breach of security, you must tell us immediately. In these circumstances, you must also ensure that any such username and password are changed as soon as possible.

If we believe that there has been, or is likely to be, a breach of security of your username or password or (if applicable) the username or password of any additional user, we may suspend such usernames or passwords and require that any or all of them are changed and/or restrict your and any additional users use of all or any part of the Man City App.

Your Indemnity to us

You agree to indemnify us, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of i) your failure to comply with these Terms of Use; ii) any claims brought by third parties arising from or related to your access of the Man City App or Content; or iii) any misrepresentation, act or omission made by you in connection with your use of the App.

OUR LIABILITY TO YOU

You agree that your use of the Man City App is at your own risk. The Man City App (including but not limited to Content) is provided on an "as is" basis for your use, and to the extent permitted by law, we hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Man City App.

We do not represent or warrant that access to the Man City App will be uninterrupted or that there will be no failures, errors or loss of transmitted information. We do not guarantee that the App will be secure or free from bugs or viruses or that you will be able to access or use the App at times or locations of your choosing, or that there will be adequate capacity for the App as a whole or in any specific geographic area.

To the fullest extent permitted by applicable laws, neither we nor any of our directors, employees, affiliates or other representatives will be liable for any loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with the use of, or inability to use, the Content or App, including, but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit, goodwill or opportunity, loss of or damage to property and claims of third parties (even if we have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable). We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your Device, data or other proprietary material due to your use of the App or to your downloading of any Content on it.

If we may not disclaim any warranty or limit our liability as set out in these Terms of Use in whole or in part in any jurisdiction due to relevant laws, then in no event shall the total liability to you for all damages, losses, and claims (whether in contract, tort (including, but not limited to, negligence), or otherwise) exceed the amount paid by you, if any, for accessing the App or Paid Content.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the App.

Events outside our control

If our performance of these Terms of Use is prevented or delayed in a material way by an event outside our control, we will not be liable to you providing we contact you as soon as possible to let you know, and take steps to minimise the effect of the delay. If there has been a substantial delay in access to Paid Content, you may contact us to obtain a pro-rata refund of any payments.

Contact

You can contact us at digitalsupport@cityfootball.com.

If you cannot access Paid Content (other than for reasons within your control such as insufficient bandwidth or a faulty Device), please contact us at digitalsupport@cityfootball.com. We will endeavour to acknowledge your issue within forty-eight (48) hours and, where we can, resolve any problems as soon as possible. If we discover any fault within our control, we may provide a refund for any payments you have made in relation to the Paid Content on a pro-rata basis.

Competitions and prize promotions

We may from time to time run competitions or prize promotions through the Man City App. Each competition is governed by its own terms of entry, which will be shown to you when you choose to submit an entry. Competitions may not be available in all jurisdictions.

General

Electronic Communications. We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only to your email address provided during registration, so please make sure you have provided accurate contact details and let us know if your email address changes.

Assignment. We are free to transfer our rights and obligations under these Terms of Use to any company or person. You must not transfer any of your rights or obligations to anyone else.

Exclusion of Third Party rights. This agreement between you and us is personal to you and no third party is entitled to benefit from it.

Waiver. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of you breaking these Terms of Use, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Survivorship. If any provision of these Terms of Use shall be held to be invalid, illegal, or unenforceable, they will be deemed deleted and the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Governing Law. These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

Last updated August 2018