

END USER LICENSE AGREEMENT

As drafted on 15th of May 2018

The present end user license agreement is a public offer concluded between Limited liability company MANTA CORP. registered under the laws of the Hong Kong Special Administrative Region under the number 2682547, legal address: Unit F, 11/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong (hereinafter – Right owner), being an administrator and an owner of the Website and the owner of the Mobile Application “FootballSchool”, and a User and establishes the conditions of using Mobile Application and Russian version of the Website www.footballschool.club.

The Website and Mobile Application let physical persons online via Internet and via different electronic devices watch video tutorials on football transformed into digital formats (hereinafter – Content) as well as to make purchases in the online shop (hereinafter – Shop).

The Agreement is completed by a Privacy Policy which is available here: www.footballschool.club/Privacy_Policy_ENG.pdf.

Any question relating to personal data processing and protection is dealt with in the Privacy Policy.

The service is designed only for physical persons and shall not be used for commercial usage.

Terms used in the present Agreement:

End User License Agreement (Agreement) – the text of the present document with all its supplements, annexes and amendments published on the Website and available at: www.footballschool.club/User_Agreement_ENG.pdf.

User – physical person having concluded the present Agreement with the Right Owner (having accepted the public offer) and using the Website and/or the Mobile Application for non-commercial and non-professional purposes.

Website – ensemble of logically related web pages under the domain name www.footballschool.club.

Visitor – physical person using the website without purposes of Registration and/or making purchases in the Shop.

Mobile Application “FootballSchool” (Application) – software developed for mobile devices working under operational systems *Apple iOS* and *Android* available for Users within shops of mobile applications *App Store* or *Google Play Store* destined for the accessing the Content and making the purchases in the Shop. Intellectual property rights for the Application and its elements are the property of the Right Owner.

Right Owner – a person being the proprietor of all exclusive rights for the Website, the Mobile Application, the Content. The Right Owner is Limited liability company MANTA CORP. registered under the laws of the Hong Kong Special Administrative Region under the number 2682547, legal address: Unit F, 11/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong

Registration on the Website – ensemble of actions executed by the User on filing necessary data to the relevant fields of the form on the Website. User Registration on the Website means confirmation by the User of his correspondence to the requirements set up toward the User and consent to the present Agreement.

Registration in the Application – ensemble of actions executed by the User on filing necessary data to the relevant fields of the Application. User Registration in the Application means confirmation by the User of his correspondence to the requirements set up toward the User and toward portable mobile devices set up by the present Agreement and consent to the present Agreement.

Authorization – process of checking (approving) Login information filed by the User or approving access to the User’s registration data in social networks Facebook, VK, Google+ with the purpose of getting access the Content.

Registration data – authentication and personal data of the User (including the login and the password), stated within the process of registration on the Website or in the Application or later modified by the User via Personal Account or via any other mean set out under the present Agreement.

Personal Account of the User – area of the Website or an Application with the means of which the User accesses the settings and is able to modify or to delete his Registration data.

Content – digital information addressed to the Users including audio and visual content (video tutorials on football for children older than 5 years old). The Content is published, modified and deleted solely by the Right Owner.

Shop – a service destined to giving the Buyer access via Internet to the information necessary for making purchases including information on the range of goods, prices, seller, terms and conditions of payment and delivery; to accepting messages from the Buyers via Internet regarding the Buyers' intention to purchase goods as well as to ensure the possibility of delivery of goods by the Seller or by his subcontractor to the address specified by the Buyer or to the pick-up point.

Buyer – legally capable physical person placing orders in the Shop or specified as the consignee of the Goods or using the Goods purchased in the Shop solely for personal, family, household purposes and other purposes not connected with executing commercial activity.

Seller – a person owning the Goods purchased in the Shop on the basis of the right of property.

Goods – material object being part of the stream of commerce and being sold in the Shop.

Order – digital request of the Buyer regarding the purchase from the Shop's Catalogue and delivery of Goods to the address specified by the Buyer agreed by the parties and formalized by the Shop's operator.

1. SCOPE OF THE AGREEMENT

1. The Right Owner grants the access to the Website to the User as well as the right reproduction of the Application on his mobile device on the terms and conditions set out in the present Agreement.
2. The Seller sells the Goods in accordance with the current pricelist published on the Website and in the Application and the Buyer pays for the Goods and accepts the Goods in accordance with the terms of the present Agreement.

2. TERMS AND CONDITIONS OF ACCESSING THE CONTENT

1. Installing by the User on his mobile device of the Application and passing the procedure of Registration in the Application as well as using the Application and/or executing any other actions in the Application by the user means familiarization and consent of the User with all terms of the present Agreement and the Privacy Policy.
2. Passing the procedure of Registration on the Website means familiarization and consent of the User with all terms of the present Agreement and the Privacy Policy.
3. In the process of Registration on the Website or in the Application the User shall provide exact current information for further Authorization. The User shall also periodically update Registration data and other information provided in the process of Registration in order to ensure its accuracy, relevance and fullness.
4. The Right Owner shall not be held liable for any damage caused to the User in connection with filing inexact data by the User.
5. The User shall be of age in his domestic country to be able to pass the process of Registration on the Website and in the Application in order to get access to the Content.
6. The Right Owner shall only be liable for the Content. The Right Owner shall not be liable for any damage or harm caused to the User or to the persons having access to the Content through the devices of the User not connected to the Content.

7. In case of absence of transferring by the User of data indicated as obligatory the Registration of the User shall not be finalized.
8. Incorrectness of work of the Application and other unfavorable consequences being a result of not using the latest version of the Application on the mobile device of the User shall lie with the User.
9. In the process of Using the Application the User accepts that software may demand to install updates and supplementary functions in order to improve the productivity, the quality of work and further improvement of the software.
10. Telecommunication costs when accessing the Internet and using the Application are the responsibility of the Users. There are no time or duration restrictions on the use of the Application, regardless of the profile of Users.
11. The Right Owner reserves the right, without notice or compensation, for example, to change operational methods, servers and accessibility hours, to temporarily or permanently close the Application or access to one or more Services to perform updates or modifications. Similarly, the Right Owner reserves the right to make any modifications and improvements to the Website and/or Application and its services that it deems necessary or useful for the proper functioning of the Application and their services.

3. PAID AND FREE CONTENT, ADVERTISING

1. The Website and the Application contain Content with the system of free play (hereinafter – Free Content) and the system of buying certain audio and visual content (Paid Content).
2. Free Content
 1. Access to the Website and installment of the Mobile Application are executed without making payments.
 2. The Right Owner is entitled to establish paid access to certain Content but access to a minor part of Content is free.
 3. Quality of video image granted within Free Content is of resolution no more than 1920x 1080 pixels.
3. Paid Content
 1. The Right Owner shall have a right to charge payment for granting access to certain Content.
 2. Users have access to buying certain video-lessons with descriptions as well as sets (ensemble of video-lessons with descriptions for each video-lesson).
 3. Payment for access to the Paid Content via the Application (in-app purchases) is charged in accordance with the terms of Agreements concluded by the User with Apple or Google. For payment to the access to the Paid Content via the Application the User is executing payment with the means of any payment system available for AppStore and Google Play.
 4. Quality of video image granted within Paid Content is of resolution no more than 1920 x 1080 pixels.
 5. After payment the Content is deemed to be paid for and is not subject for returns if there are no grounds for such returns (such as incorrect play or inconformity with the description).
4. Advertising
 1. The Right Owner shall have the right to show advertising on the Website and in the Application using static and animated banners.
 2. The User while using the Website or the Application gives the Right Owner his consent to get information of advertising character.

5. Within the period of presence of Content on the Website or in the Application the Right Owner has a right without the consent and notification of the User to modify the amount of payment for the access to Paid Content as well as on expiration of a certain period of time to grant access to such content without charging for the access to such Content of a relevant amount of payment.
6. The User agrees that while using the Website and the Application usual tariffs and charges of the cellular network operator or Internet provider charged for transfer of data shall be applied.
7. Technology allowing online view of Content may be exported to the websites of third persons only with the consent of the Right Owner.
8. The Right Owner gives Users the access to viewing the Content protected by copyright. Using the Content in ways different from the way specified in the present Agreement shall not be allowed (which includes interdictions on playing, distribution, public playing, lease, translation, remaking of the Content).
9. The User shall not use any technical means aiming to avoid interdictions on playing the Content and allowing permanent storing the Content on material carriers of any type (HDD, DVD, CD etc.) as well as its diffusion in the Internet by any means.
10. The Right Owner shall not be held liable for incorrect functioning of the Player on the websites of third persons.
11. The Application allows viewing the Content only for personal usage, family usage, any other Usage of the Application dismounting family is strictly forbidden.

4. CHILDREN'S PRIVACY PROTECTION

1. The Right Owner is committed to protecting children from information that might be harmful to their health and development.
2. Minors are not entitled to use paid services without the participation and consent of their legal representatives.
3. The Right Owner is entitled to categorize the Content.
4. The Right Owner is entitled to establish age restrictions for Users' access to the Content.
5. Restrictions applied to access of minors to the Content are not due to discriminatory policy of the Right Owner but with object of children's privacy protection and from negative and harmful information.
6. Minors are only allowed to use the Website and the Application under supervision of a person of majority age.
7. The User of majority age guarantees that access of minors to the Website or the use of the Application by minors take place under such User's supervision and/or will take place under supervision of a person of majority age with observance of restrictions set by the effective legislation and the present Agreement.

5. RIGHTS AND OBLIGATIONS OF THE USER

1. The User undertakes to comply with the terms of the Agreement.
2. The User is responsible for the use of Website or Application and their services by any means that are not expressly provided for in this Agreement.
3. The User undertakes to use the Website and the Application only for lawful purposes, to comply with the effective legislation, as well as the rights and legitimate interests of the Right Owner whose Content and other copyright products are posted on the Website or in the Application.

4. The User undertakes to refrain from performing actions aimed at destabilizing the work of the Website or the Application, attempting unauthorized access to the Website and the Application, the results of intellectual activity, copyright products, disabling advertising on the Website or in the Application, as well as from any other actions that violate the rights of the Right Owner and / or third parties.
5. The User undertakes to take the appropriate measures in order to ensure the security of the User's Registration data (including e-mail address) and is responsible for all actions performed on the Website or in the Application using User's Accounts.
6. The User undertakes to promptly notify the Right Owner about any access of third parties to the Website or the Application under User's Registration data. The User does not have the right to transfer, assign, sell, concede etc. his / her Registration data to third parties without the consent of the Right Owner. The Right Owner will remain entirely free to take any action it deems appropriate.
7. The User is entitled at any time to unilaterally refuse to perform the present Agreement by deleting his / her Registration data in the User's Personal Account and in case of using the Application – by deleting the Application from his / her mobile device.

6. RIGHTS AND OBLIGATIONS OF THE RIGHT OWNER

1. The Right Owner's obligations are solely to ensure that the User has a technical capability to access the Website and the Application.
2. The Right Owner reserves the right at his / hersole discretion to modify or delete any information published on the Website and in the Application, as well as the Content and any elements and components of the Website and the Application. At the same time, the Parties agree that the Right Owneris not responsible for any damages that may be caused to the User by such actions.
3. The Right Owneris entitled to establish any restrictions in the use of the Website and the Application, to modify this Agreement unilaterally at any time without obtaining the consent of the User.
4. The Right Owneris entitled to post the Content as translated into Russian (including subtitles), and without translation into Russian (in the original language) without additional notice to the User. The User expresses his / her unconditional consent to view the Content in the language in which it is available on the Website or in the Application, and undertakes to abstain from claims to the Right Ownerregarding the availability of any Content translated and dubbed in Russian.
5. Pursuant to the present Agreement the Right Owner is not entitled to provide the User with support, maintenance, updates, modifications and new versions of the Application. However, the Right Owner may from time to time release updates for the Application and automatically update its current version installed on the User's mobile device. The User agrees by default to such an automatic update and accepts that the terms and conditions of this Agreement will be effective for the specified updates.
6. The Right Owner undertakes all obligations provided for by the Privacy Policy which is an integral part of the present Agreement.

7. LIABILITY

1. The Right Ownershall not be held liable in the event of malfunction of the Website or the Application for any direct or indirect reason, due to the acts or omissions of third parties and / or disability of information channels (the Internet) located outside the Right Owner's own resources. The Right Owneris not responsible for any failures and delays in the work of the Website or the Application, as well as any possible consequences of such failures and delays.
2. The Right Ownerwill make every possible effort to ensure the work of the Website and the Application 24 hours a day, 7 days a week. However, maintenance operations and urgent troubleshooting can cause disruption to the work of the Website or the Application.

3. The Right Owner does not guarantee that the information published on the Website or in the Application will be available anytime and will not be deleted or lost.
5. The User is solely responsible for compliance with the effective legislation, as well as all rights and legal interests of third parties use of the Website or the Application of the. In case of presentation by third parties to the Right Owner of claims caused by actions (inaction) of the User when using the Site or the Application, the User independently regulates disputes with third parties, and also reimburses the losses and expenses of the Right Owner upon his first demand.
6. If, in spite of the terms of this Agreement, the Right Owner is held liable on the basis of a court ruling for any damage caused to the User, the amount of compensation will not exceed 15 (fifteen) euros or the amounts in any other currency equivalent to this value
7. In the case of claims by third party rights holders associated with the use of the Website or the application by the User, the User undertakes to settle these claims with third parties at his / her own expense, and to fend Right Owner from possible losses and litigations.

8. INTELLECTUAL PROPERTY

1. The exclusive right to the Mobile application in general and to the information, audio-visual, textual and other materials used in / with the Application, images and other objects of copyright and / or related rights, as well as objects of copyright, trademarks, commercial designations and company names, as well as other components of the Application and (whether they are included in them or are additional components, and whether it is possible to extract them from the Application and use independently) in particular belongs to the Right Owner.
2. For the purposes of this Agreement and for the period of its validity, the Right Owner grants the non-exclusive right to the User (a simple (non-exclusive) license) without granting the User the right to transfer, sublicense, use the Application on a mobile device that the User owns or disposes of legally.
3. The term of a simple (non-exclusive) license for the use of the Application is the same as the validity period of the exclusive right to the Application. Upon termination or expiration of the Agreement, the User loses the right to use the Application.
4. The Right Owner has the right to terminate this Agreement at any time without explaining the reasons, stopping the use of the Application by the User.
5. The scope of the right to use of the Application provided to the User includes the use of the Application for its direct functional purpose, including installation and use of the Application on an unlimited number of mobile devices, provided that the combination, composition and content of the Application remain unchanged as compared to how they are distributed for use by the Right Owner.
6. If the text of the present Agreement does not specifically indicate otherwise, the User can not without the prior written consent of the Copyright Holder undertake the following actions:
 1. modify, embed the Application in other software or merge the Application with it, create a revised version of any part of the Application;
 2. sell, license (sublicense), lease, transfer, concede, confer, divide the rights under this Agreement to third parties;
 3. use, copy, distribute or reproduce the Application for the benefit of third parties, as well as for commercial purposes;
 4. modify, divide, decompile, disassemble into component codes, process or improve the Application, attempt to obtain the source code of the Application, otherwise disrupt the normal course of its work;
 5. compromise the integrity of the Application, Application security systems.

7. Ways to use of the Application that are not explicitly provided to the User by the present Agreement are deemed to be prohibited by the Right Owner and the correspondent rights are deemed not to be granted to the User.
8. Any use of the se of the results of copyright property posted on the Site or in the Appendix (including elements of the visual design of the Website and the Application, symbols, texts, images, illustrations, photos, videos, software, music and other objects) without the written permission of the Right Owner is illegal and may be considered a reason for a trial and bringing of the offending party to civil, administrative and (or) criminal liability in accordance with the effective legislation.
9. Except for the cases established by the Agreement and the effective legislation, no result of copyright property posted on the Website or in the Application can be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part, without the prior consent of the Right Owner, unless the Right Owner expressly consents to the free use of the material by any person.
10. In the case of obtaining permission to copy, distribute, publish or otherwise use the copyright property, such copying, distribution, publication or other use are not permitted without notice of ownership of copyright or with the change or exclusion of information about the Right Owner.
11. The Right Owner reserves the right at any time to remove from the Website or from the Application any copyright property posted by him without notice to the User.
12. The Right Owner reserves the right, in the event that the User is found guilty of violating the effective legislation or in prejudicing the rights of third parties to provide at the request of any legal authority (judicial, administrative, police services) any information allowing or facilitating the identification of the User.

9. SHOP

1. All relations emerging from placing of Orders, purchase of Goods in the Shop, payment for such purchases, exchange and return of Goods are regulated in accordance with the rules established directly by the Seller of the Goods. When placing Orders in the Shop, the User confirms acquaintance and consent with the rules of the Seller whose Goods he wishes to purchase.
2. The Buyer, when making purchases in the Shop, concludes the sale contract directly with the Seller. The Right Owner is not liable for obligations of the Seller arising in connection with the conclusion, implementation and termination of such contracts.

10. WEBSITES AND CONTENT OF THIRD PARTIES

1. The Website and the Application contain links to the Internet websites and mobile application of third parties. These third parties and their content are not verified by the Right holder regarding their conformity to any requirements. The Right holder shall not be held liable for any information, materials published on the websites of third parties which can be accessed by the User while using the Website and the Application.
2. A link (in any format) to any website, product, service, any information of commercial or non-commercial character, published on the Website or in the Application shall not be regarded as approval or recommendation of such products (services, activity) on behalf of the Right holder, except where it is directly state on the materials published by the Right holder.

11. AMENDMENTS TO THE AGREEMENT

1. The Right Owner shall have the right to anytime amend the present Agreement.
2. The User shall regularly and not less than once in 14 (fourteen) days familiarize with the contents of the present Agreement with the purpose of timely familiarization with its amendments and/or supplements. In case of the User's disagreement with the amendments the User shall refuse all access to the Website, stop using materials and services of the Website, refuse access to the Application and delete it from his mobile device.

3. The User shall be informed on the amendments to the present Agreement via e-mail mentioned in the process of such User's Registration on the Website or in the Application, although the User agrees to independently monitor the applicability of the version of the present Agreement. The risk of undue familiarization of the User with the terms of the present Agreement lies with the User.

12. FINAL PROVISIONS

1. The present Agreement and the relations between the Right holder and the User shall be regulated and interpreted in accordance with the legislation of the Russian Federation.
2. If on the ground of any reasons any provisions of the present Agreement are deemed to be invalid or not enforceable, such circumstances shall not affect validity and enforceability of other provisions of the Agreement.
3. The present Agreement is concluded for an undetermined period of time and shall apply to all Users exercising access to the Service and using the Service before the date of publishing the Agreement as well as after publishing it on the Service.
4. Questions not regulated under the present Agreement shall be solved in accordance with the legislation of the Russian Federation.
5. The Parties agree that all disputes arising between the Parties under the present Agreement shall be regulated in a competent court at the Right holder's location and in compliance of complaint procedure. The Parties agree that compliant procedure of dispute settlement by the Parties connected with technical problems in the work of the Website or the Application set out by the present article of the Agreement shall be obligatory before bringing the matter before the court.
6. For any complaints, questions or proposals on the work of the Website or the Application the Users may address the Right holder using the e-mail address: abuse@footballschool.club.
7. In accordance with subpar. 6 par. 1 art. 10.5 of the Federal Law N 149-FZ "On information, information technologies and protection of information" the Right holder in the purposes if getting legally important messages from the Federal service of control of network, information technologies and mass communication (Roscomnadzor) has specifically established the following e-mail address: abuse@footballschool.club.