PLAYFOOTBALL.

SHARED PAYMENT TERMS AND CONDITIONS

Updated: 14th December 2023

DEFINITIONS

In these Shared Payment Terms and Conditions, the following expressions have the following meanings, if defined elsewhere these definitions take precedence when related to Shared Payments:

"We, Our, Us, PlayFootball" means Recreational Sporting Ltd (T/A PlayFootball). "Shared Payment Terms, SharedPayment Terms" means these terms and together with the Standard Terms and Conditions and any Terms and Conditions detailed as part of the relevant Agreement ("Agreement Terms").

"Standard Terms and Conditions" means the latest published version of the standard terms and conditions available online at www.playfootball.net/terms.

"You,Your, Sharer" means the individual customer participating in a SharedPayment, including but not limited to Team Account Holders and Team Managers.

"Shared Payment, SharedPayment" means the scheduled SharedPayment, which can be shared among a group of individuals related to a Team, allowing individuals to pay their individual SharerAmount for specific fixture, series of fixtures, booking or series of booking as described in the individual SharedPayment.

"**Team**" means the nominated team of the School, Club, Association or Organisation.

"Team Account Holder, TAH" means the individual registered to pay for AutoPay fees and act as guarantor against any failed ShareAmount collections. Team Account Holders may also but are not required to be Team Managers.

"Fee" means the specified amount for a fixture, series of fixtures, booking or series of bookings as described in the SharedPayment description.

"**Transaction Fee**" means an additional processing fee that may be added to a Sharer's Amount, including but not limited to a TAH's individual share amount, assuming there are at least 2 sharers participating in the SharedPayment.

1. SHARED PAYMENT

- 1.1. SharedPayment links may only be used to allow individual Sharers to pay their portion ("Sharer Amount") of the Fee in advance of the scheduled collection date.
- 1.2. SharerAmounts are paid directly to PlayFootball and allocated against the Fee.
- 1.3. We reserve the right to apply a Transaction Fee from time to time to cover the additional costs of providing the service. Transaction Fees will be clearly detailed at the time of accepting a SharedPayment invite.
- 1.4. SharerAmounts are automatically calculated based on the number of Sharers participating in a SharedPayment. Optionally Team Account Holder's can set specific SharerAmounts to be collected from individual Sharers up-to and including the full amount of the Fee.

2. TEAM ACCOUNT HOLDERS OBLIGATIONS

By opting to share a SharedPayment link with your teammates:

- 2.1. You agree that Your nominated Sharers may pay a portion of the Fee directly to Us.
- 2.2. You agree that where we are unable to provide the booking or fixture we may automatically reallocate the collected funds for the Fee to the next unpaid scheduled Fixture or Booking.
- 2.3. Except where Clause 2.2 applies, You agree that You will settle any refunds or other requests directly with Your Sharers out with PlayFootball systems.
- 2.4. You agree that we may automatically cancel a scheduled SharedPayment if the minimum number of Sharers, as specified in the SharedPayment email, is not met.
- 2.5. If You opt NOT to share a SharedPayment then We will collect the Fee via your registered payment method by AutoPay, or you will pay the amount in advance of the AutoPay collection by logging into Your account at https://playfootball.net/my-account.
- 2.6. You agree that in the event of Clauses 2.3 or 2.4, or in the event that individual Sharers elect NOT to participate in an SharedPayment, or We are unable to collect a SharerAmount for any reason We may charge your registered payment method for the outstanding balance up-to the full amount of the Fee.
- 2.7. You agree that you will ensure that Your registered payment method has sufficient funds to collect the full amount of the Fee.

3. YOUR OBLIGATIONS - NON-TEAM ACCOUNT HOLDERS

By participating in a SharedPayment you agree:

- 3.1. To these Shared Payment Terms and Conditions.
- 3.2. You will only use a Payment Method registered in Your name.
- 3.3. If you need to dispute any completed payments, You will notify us prior to disputing the payment with your payment provider detailing the reason for the dispute.
- 4. CANCELLATIONS AND REFUNDS NON-TEAM ACCOUNT HOLDERS
 - 4.1. If you wish to cancel Your scheduled SharerAmount collection you should

- contact your TAH, and request they remove you from the SharedPayment. Cancellation can only be performed in advance of the scheduled date. If Your TAH is unreachable then You should contact the League/Booking Administrator as relevant.
- 4.2. If you were unable to take part in a specific fixture or booking for any reason, including but not limited to injury, work commitments, illness or government instructions then You should contact Your TAH to arrange settlement of refund out with PlayFootball systems.
- 4.3. If We are unable to provide a specific booking or fixture then Your paid SharerAmount will be automatically reallocated to the next unpaid booking or fixture. If You are unable to attend the reallocated booking or fixture You should contact TAH to arrange settlement of refund out with PlayFootball systems.

5. DISPUTES

- 5.1. If You wish to dispute any completed payments, You should contact Your TAH in the first instance. If Your TAH is unable to resolve the matter You should contact the League Administrator.
- 5.2. Should you raise a dispute with your payment provider for any validly collected payment You will remain liable for the disputed amount plus any additional fees incurred by Us, regardless of whether the payment provider settles the dispute in Your favour.
- 5.3. We reserve the right to pass any valid amount due under Clause 5.2 that remains unpaid for a period of more than thirty days to a third-party company for collection. All costs incurred in employing the third-party company will be borne by You.

6. GENERAL TERMS

- 6.1. These Shared Payment Terms are governed by English Law and You can bring legal proceedings in the English courts.
- 6.2. In the event that a single term, condition of these Shared Payment Terms (including, without limitation, the Standard Terms and Conditions, Agreement Terms, the Venue Rules and the Playing Rules) is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.
- 6.3. We reserve the right to amend these terms and conditions at any time by giving 2 weeks' notice of a scheduled Shared Payment by displaying the new terms and conditions online at playfootball.net/terms.

7. IMPORTANT USE OF YOUR INFORMATION

- 7.1. We may use your personal data to contact You regarding matters pertaining to these terms and Your or Your Team's day-to-day involvement with Us. We will control and process your data in accordance with our privacy policy, available at playfootball.net/privacy.
- 7.2. We would also like to send You carefully selected offers and promotions and will request Your permission to do so upon registration and from time to time thereafter. You can update your consent by logging into your PlayFootball account at <u>playfootball.net/my-account</u> using your registered email address.
- 7.3. In the event that We refer a debt related to these Terms to a third-party company for collection under Clause 5.3 above, We will pass your details to that company and provide a copy of any online or written documentation You have completed, if requested to do so.
- 7.4. The third-party company may search your records at credit reference agencies. They will add to their record about You details of any such search and this will be seen by other organisations that make searches. This and other information about You and those with whom You are linked financially may be used to make credit decisions about You and those with whom You are linked.
- 7.5. These records will be shared by other organisations and used by them to:
- Verify your identity if You and/or other members of your household apply for other facilities including insurance applications and claims.
- Make credit decisions about You and other members of your household.
- Trace debtors, recover debts, prevent money laundering, fraud and to manage your accounts.
- 7.6. In the event that We have to resort to instructing a third-party company to contact You, you have a legal right to have details of any credit reference agency that company may have referred to. You may request that company to supply such details.