

TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY

We, **Player Data Limited**, of 101 George Street, Edinburgh, Scotland, EH2 3ES, (“we”, “us”, “PlayerData”) are the creators of **EDGE Analyst** software applications (the “Software”) for use by **Authorised Users** as defined in the **Customer Agreement**. (“you”, “yours”).

By accessing, downloading and/or using our Software, you agree to enter into this **End-User Licence Agreement** (the “**Agreement**”) and confirm that you accept these terms and conditions regardless of whether you choose to register with us or not, and agree to be bound by them.

1 Definitions

“**Athlete**” means an **Authorised User** with a level of access as described in clause 7.4;

“**Club**” or “**Team**” means a club or team affiliated with the **Customer/Organisation** as designated within the Software;

“**Customer Agreement**” means an agreement between **PlayerData** and the **Customer** in relation to the Software and/or Services;

“**Customer**” or “**Organisation**” means the person (whether an individual, team, organisation, legal entity or firm) who has placed an order for the Software and enters into the **Customer Agreement** with **PlayerData**;

“**Staff Member**” means an **Authorised User** with a level of access as described in clause 7.4; and

“**Services**” means the subscription services provided by **PlayerData** to the **Customer** and made available to the **Authorised Users** pursuant to the **Customer Agreement**.

Terms that are not defined above will have the same meaning as in the **Customer Agreement**.

2 Basis of Use of Software

2.1 These terms govern your access and use of the Software and/or Services. Subject to the terms of the **Customer Agreement**, **PlayerData** hereby permits you (as an **Authorized User** of the **Customer**) to install and use the Software on your devices subject to these **Terms of Use** and the **Customer Agreement**.

2.2 These **Terms of Use** outline the rules and requirements regarding your access and use to the Software, and do not purport to create a legal contract between you and **PlayerData**. To the fullest extent permitted by law, **PlayerData** does not owe to you any obligations and shall only be liable to the **Customer** with whom it enters into the **Customer Agreement**.

2.3 The permission to use the Software by you:

2.3.1 is granted to you personally for purposes set out on the **Customer Agreement** (the “**Purpose**”);

2.3.2 starts when you download and/or access the Software and/or Services; and

2.3.3 covers content, materials or services accessible through the Software. It also covers updates to the Software unless they come with separate terms, in which case we will give you an opportunity to review the new terms.

- 2.4 In these Terms of Use, we refer to the site that you download the Software from as the ‘app store’ and we refer to their rules and policies as the ‘app store rules’. Where applicable, you must comply with the app store rules as well as these Terms of Use but, if there is any conflict between them, you should follow the app store rules rather than the equivalent rule here.
- 2.5 You may use the Software, Services or any of its contents on devices that you own or control, as permitted by these Terms of Use and the app store rules.
- 2.6 If you sell or give away the device on which you have downloaded the Software, you must first remove the Software from the device.
- 2.7 You are not allowed to:
- 2.7.1 use the Software for any reason other than the Purpose;
 - 2.7.2 translate, merge, adapt, vary, alter or modify, copy or reproduce any part of the Software and/or Services or the Software’s code in any way, including inserting new code, either directly or through the use of another app or piece of software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Software on devices as permitted in these terms;
 - 2.7.3 deliberately attempt to avoid or manipulate any security features included in the Software;
 - 2.7.4 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software and/or Services;
 - 2.7.5 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software and/or Services nor attempt to do any such things; or
 - 2.7.6 hold yourself as the creator or owner of the Software, pretend that the Software belongs to you in any way or make it available for others to download or use (including by way of copying the code of the Software and creating an independent version).
- 2.8 In addition to this Agreement, there are other additional terms and policies, which also apply to your use of our Software and/or Services, including our Privacy Notice and the Customer Agreement.

3 Technical requirements

To use the App your device needs to comply with the following minimum requirements:

Device compatibility	iOS and Android
Operating system	iOS 14 or later
Space	Android 13 or later
Other	iOS 62.5MB

4 Support and contact

- 4.1 If you need to get in touch with us in relation to your use of the Software and/or the Services, you can use any of the following methods:

Our support pages	www.playerdata.com
Twitter/Instagram /Facebook	@PlayerData
Email	support@playerdata.com
Post	101 George Street, Edinburgh EH2 3ES, United Kingdom
Telephone	(+44)131 357 6027

- 4.2 If we need to get in touch with you, we will do so by email, by phone or by way of an in-app notification.

5 Privacy and your personal information

Protecting your personal information is important to us. Our [Privacy Notice](#) explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

6 Collection of technical information

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the Software. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

7 Registered Users

7.1 Registering an Account

7.1.1 In order to access our Software, you will need to register an account. Registration can only be achieved via an invitation from other Authorised Users or PlayerData. If you are the first Authorised User of the Customer, then PlayerData will send you the details for creation your account. You will need to provide the information requested during the registration process which will include:

- (a) Company Name;
- (b) Your Full Name;
- (c) Valid email address; and
- (d) Date of Birth

We may also ask you to provide additional information (such as your gender) from time to time.

7.2 Password and Security

7.2.1 You will be asked to create a password when registering. You are responsible for the safety and security of your password and log in details. To help protect against unauthorised access to your account, you are advised to store your log in details safely and securely.

7.3 Clubs or Teams

7.3.1 Users require to be invited by an existing Authorised User to enable them to join a new Club or Team within the Software. You will only have access to view the data from within the Clubs or Teams you have been invited too. There is no limit to the amount of Clubs or Teams that you can join within the Software.

7.4 User Access Levels

7.4.1 All Authorised Users who access the Software are given either of the following access levels for each Club or Team they are a member of (this may differ from Club to Club and from Team to Team):

- (a) access the Software as a Staff Member; or
- (b) access the Software as an Athlete.

7.4.2 If you are given access as a Staff Member you may:

- (a) access data and dashboards for all Authorised Users within your Club or Team
- (b) upload, edit and delete training data for all users within your Club or Team
- (c) send invites to other Authorised Users to add them to your Club or Team
- (d) update the billing details for the whole Organisation/Customer
- (e) receive payment reminders
- (f) pause subscription for the whole Organisation/Customer
- (g) edit and remove other users
- (h) remove billing access for other Staff Members within specific Club or Team – this will prevent those Staff Members from being able to view, edit or access billing, however, they will maintain all other features of Staff Member access. If an individual is a Staff Member in multiple Clubs or Teams, their billing access must be removed for every Club or Team they are member to.

7.4.3 If you are given access to the Software as an Athlete you may:

- (a) access and edit data in relation to your own personal details;
- (b) access your own dashboard containing performance data in respect to the specific Club or Team; and
- (c) Upload training data into the system.

8 Location data

- 8.1 The Software makes use of functionality on your device that can pinpoint your location. We do this to allow us to synchronise your device with the PlayerData Software.
- 8.2 When you open the Software for the first time, you will be asked whether the Software can use your location and in what circumstances.
- 8.3 You can change your choices at any time in the Software settings, and you can also turn the location services off at any time. The Software will still function if location services are off, but its functionality may be reduced.

9 Acceptable use

- 9.1 You must not use the Software to do any of the following things:
 - 9.1.1 break the law, encourage or facilitate any unlawful activity;
 - 9.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene, discriminatory infringing, harassing or racially or ethnically offensive;
 - 9.1.3 send or upload anything that depicts sexually explicit images;
 - 9.1.4 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
 - 9.1.5 transmit any harmful software code such as viruses;
 - 9.1.6 try to gain unauthorised access to computers, data, systems, accounts or networks;
 - 9.1.7 cause damage or injury to any person or property;
 - 9.1.8 deliberately disrupt the operation of anyone's website, Software, server or business;
or
 - 9.1.9 Send or upload anything that is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability.
- 9.2 PlayerData reserves the right, without liability or prejudice to its other rights to the Customer, to disable any material or terminate your access to the Software if you are found to be in breach of Clause 9.1.

10 Updates to the Software

- 10.1 We may update the Software from time to time, including in order to fix bugs, enhance the Software's functionality or improve the Software's operation. We might also change or remove functionality at our sole discretion.
- 10.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- 10.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the Software may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the Software updated to the latest version that we make available.

11 Changes to these Terms of Use

- 11.1 We may need to change the terms of these Terms of Use from time to time to reflect changes in the Software's functionality, to deal with a security threat or if there is a change in the law, guidance or best practice.
- 11.2 You will be asked to agree to any material changes in advance by an in-app notification. If you do not accept the changes, you will not be able to use the Software and/or Services.

12 External services

- 12.1 The Software may enable you to access services and websites that we do not own or operate (referred to below as the "**External Services**").
- 12.2 We are not responsible for examining or evaluating the content or accuracy of the External Services. Before accessing or using them, you need to make sure that you have read and agreed to the terms on which they are being offered to you, including the way in which they may use your personal information.
- 12.3 You must not use External Services in any way that:
 - 12.3.1 is inconsistent with these Terms of Use or with the terms of the relevant External Service; or
 - 12.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 12.4 From time to time, we may change or remove the External Services that are made available through the Software.

13 Failures of networks or hardware

The Software relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the Software due to a poor internet connection, faulty components in your device, app store failure or anything else that it would not be reasonable to expect us to control.

14 Liability Limitations and Exclusions

- 14.1 The Software and any information provided within it are provided by PlayerData on an "as is" basis without any representation or warranty as to the reliability, accuracy, or completeness (including in relation to any products or services).
- 14.2 To the fullest extent permitted by law, PlayerData and its directors, officers, employees, agents, and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from your use of, or reliance on, the Software and information contained on this Software, whether or not caused by any negligent act or omission. If any law prohibits the exclusion of such liability, PlayerData limits its liability to the extent permitted by law, to the re-supply of the information.
- 14.3 PlayerData makes no warranty that the Software will meet your specific requirements, or that the Software and/or Services will be uninterrupted, timely, secure, or error free.

14.4 PlayerData does not control other users of this Software, and PlayerData is therefore not liable for other users' opinions or behaviour, including any information or advice provided by them or any defamatory statements made by them or any offensive conduct on their part.

14.5 Although we make reasonable efforts to update the information provided by the Software, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

15 Termination of your access to the Software

15.1 We can terminate your access to the Software at any time in our sole discretion if we suspect that you do not comply with any part of these Terms of Use or our other applicable policies.

15.2 We will aim to give you a reasonable notice before terminating your access to the Software, but if we consider that your actions or the Software's use constitute a serious disturbance, or that you have violated any provision of these Terms of Use or other applicable policies, then we may terminate your access to the Software immediately and without advance notice to you. 'Serious disturbance' means you causing harm (or attempting to cause harm) to other users, interfering with the operation of the Software or doing anything else that we think presents a big enough risk to justify us terminating your access immediately.

15.3 The consequences of termination of your access are as follows:

15.3.1 you will no longer be allowed to use the Software and we may limit your access to it;

15.3.2 you must delete the Software from any devices that it has been installed on; and

15.3.3 we may delete or suspend access to any accounts that you hold with us.

16 Serviced Countries

16.1 Our Software and/or Service is provided for users in the United Kingdom, Ireland and the United States only. While access may be possible from outside the United Kingdom, Ireland and the United States the Software is not intended for such use, and you access the Software at your own risk.

17 Governing law and jurisdiction

17.1 The laws of Scotland apply to application and interpretation of these Terms of Use and to your use of the Software, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

17.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of Scotland. This means that you can choose whether to bring a claim in the courts of Scotland or in the courts of another part of the UK in which you live.