

1 Subject Matter and Order of Precedence

- 1.1 These Terms of Use govern Customer's access to and use of any Service. Together with a Service Description, they form an integral part of the Contract between Customer and FIFA for that Service. In addition, depending on the Service and Customer, FIFA regulations and Additional Agreements may apply.
- 1.2 Any inconsistency between the aforementioned documents will be resolved by giving precedence in the following descending order:
- (i) the applicable FIFA regulations
 - (ii) any Additional Agreement
 - (iii) the Service Description
 - (iv) these Terms of Use
- 1.3 The Parties may depart from the order of precedence set out in clause 1.2 only if a document of inferior hierarchical order expressly specifies the provision in the document of higher hierarchical order over which it will prevail.

2 Terminology

- 2.1 The capitalised terms used in the Contract have the following meanings:
- **Additional Agreement:** any written agreement separate from the Contract that is entered into by FIFA and Customer in connection with any Service.
 - **Club:** a member of an association (that is a Member Association of FIFA) or a member of a League recognised by a Member Association that enters at least one team in a competition.
 - **Confederation:** a group of football associations recognised by FIFA that belong to the same continent (or assimilable geographic region).
 - **Confidential Information:** any and all information (including but not limited to documents, data files, emails), irrespective of its form and the manner of its disclosure, (i) that one Party directly or indirectly discloses or makes available to the other Party in connection with the Contract; or (ii) that is generated by either Party based on the aforesaid information; or (iii) that concerns the contents of the Contract (in particular the terms and conditions thereof). The preceding definition notwithstanding, Confidential Information will not include any of the following:
 - (i) information that has become publicly known without the receiving Party having breached its duties or otherwise being responsible;
 - (ii) information that the receiving Party has generated or obtained itself independently of the disclosure by the disclosing Party;
 - (iii) information that the disclosing Party has excluded from the confidentiality obligations in advance;
 - (iv) the FIFA ID; or
 - (v) any anonymised aggregate data (such as statistics on gender, year of birth, etc.) compiled by FIFA on the basis of Data.
 - **Contract:** these Terms of Use together with a Service Description, including any related amendments and addenda.
 - **Customer:** a Club or an affiliate thereof, a Member Association or an affiliate thereof, a Confederation or an affiliate thereof, or a League or an affiliate thereof, each with access to a Service.

- **Data:** (i) any data provided by Customer via the Services; (ii) data disclosed or otherwise made available by Customer to FIFA; or (iii) data stored on systems under Customer's control that interface with or are otherwise connected to the Services, allowing the Services to access such data. For the avoidance of doubt, Data may include, without limitation, Confidential Information and Personal Data.
- **Data Subject:** an identified or identifiable natural person about whom Personal Data is processed. An identifiable natural person is one who can be identified or singled out, directly or indirectly, in particular by reference to an identifier.
- **Defect:** (i) an interruption to a Service, (ii) a material reduction in the agreed functionality of a Service, or (iii) a reduction in the quality of a Service below the applicable Service Levels.
- **Environment:** the combination of data centre infrastructure, hardware (servers, storage, connectivity, etc.), middleware, and software owned, licensed, or managed by FIFA or its subcontractors within which the Services are operated and to which FIFA grants Customer access via the internet as part of the Services.
- **FIFA:** Fédération Internationale de Football Association.
- **FIFA Clearing House:** the FIFA-managed entity that acts as an intermediary in relation to certain payments made in the football transfer system.
- **FIFA Congress:** the supreme and legislative body of FIFA.
- **FIFA ID:** the unique identification number of a Stakeholder or Member Association.
- **FIFA Council:** the strategic and oversight body of FIFA.
- **FIFA Statutes:** the basic laws governing world football as established by FIFA.
- **Intellectual Property Rights:** all intellectual property and other intangible proprietary rights of any nature protected by law and existing at any time, in each case whether registered or unregistered, including without limitation all copyright, design rights, utility models, patents, petty patents, logos, inventions, secret processes, know-how, service marks, trade or business names, trademarks, domain names, get-up, trade dress, moral rights, database rights, source codes, reports, drawings, specifications, trade secrets, software designs, semi-conductor rights, topography rights, rights in the nature of unfair competition, the right to sue for passing off, and any other rights similar or equivalent to any of the foregoing and subsisting anywhere in the world and in each case any application of any such right or registration of the same.
- **League:** an organisation that is subordinate to a Member Association.
- **Member Association:** a football association that has been admitted into membership of FIFA by the FIFA Congress.
- **Official:** any board member (including the members of the FIFA Council), committee member, referee and assistant referee, coach, trainer, and any other person responsible for technical, medical, and administrative matters in FIFA, a Confederation, a Member Association, a League, or a Club as well as all other persons obliged to comply with the FIFA Statutes (except Players and intermediaries).
- **Minor:** a Player who has not yet reached the age of 18.
- **Parties:** jointly FIFA and Customer.
- **Party:** either FIFA or Customer.
- **Personal Data:** any information relating to an identified or identifiable natural person (Data Subject).
- **Player:** any football player licensed by a Member Association.
- **Service:** any service set out in a Service Description.

- **Service Description:** a document describing any Service to be provided by FIFA under the Contract.
 - **Service Levels:** measurable parameters for the quality of a Service (e.g. availability) as set out in any Service Description.
 - **Stakeholder:** a natural person, entity, or organisation that is not a Member Association or body of FIFA but has an interest or concern in FIFA's activities, that may affect or be affected by FIFA's actions, objectives, and policies, in particular Clubs, Players, coaches, and professional leagues.
 - **Terms of Use:** these terms of use of FIFA Services.
 - **TMS:** the transfer matching system, a web-based data information system with the primary objective of simplifying the process of international Player transfers as well as improving transparency and the flow of information.
 - **User:** any individual or entity using any Service on behalf of or via Customer.
- 2.2 Words used in the singular include the plural and vice versa.
- 2.3 Unless stated otherwise in the Contract, any reference to "Customer" includes its Users, it being however agreed that only Customer may assert its rights under the Contract towards FIFA.
- 2.4 In case of any inconsistency, the English version of these Terms of Use and the Service Descriptions will prevail over any other language versions.

3 Provision of Services in General

- 3.1 Subject to Customer's compliance with the Contract, FIFA will provide the Services to Customer as specified in the Service Descriptions.
- 3.2 In providing the Services, FIFA is free to use subcontractors as it chooses.
- 3.3 Unless stated otherwise in the Contract, FIFA will not charge Customer a fee for the Services. This notwithstanding, the Parties agree that Customer is responsible for and will bear any costs necessary for the receipt, implementation, and use of the Services.

4 Quality of Services

- 4.1 FIFA will provide the Services diligently and faithfully within the meaning of art. 398 of the Swiss Code of Obligations without any obligation of result. As such, FIFA does not warrant that the Services will be error-free, uninterrupted, or timely, or that they will meet Customer's requirements.
- 4.2 FIFA will further undertake reasonable efforts to provide the Services in accordance with any Service Levels set out in the Service Descriptions. In case of failure to do so, FIFA will, subject to section 16, undertake reasonable efforts, at no additional cost to Customer, to restore the quality of the Services and meet the Service Levels.
- 4.3 Any Defects will be remedied, if applicable, as specified in the Service Descriptions. This notwithstanding, FIFA and Customer agree that, in light of the current state of technology, it is not possible to completely prevent or exclude software errors and that the occurrence of an error will only be considered a Defect if the error qualifies as a Defect within the meaning of the Contract. In this regard, Customer understands and agrees that transmissions and exchanges via the internet are never 100% secure and always present certain security risks and that, by using such means of transmission, Customer accepts such risks.

5 Deadlines for Provision of Services

Unless stated otherwise in the Contract or agreed otherwise by the Parties elsewhere in writing, any deadlines, timelines, etc. with respect to the provision of the Services by FIFA are non-binding and constitute mere indications as to when the Services will be provided.

6 Rights and Obligations of Customer in General

- 6.1 During the term of and subject to the terms and conditions of the Contract, FIFA grants to Customer a non-exclusive and non-sub-licensable right to access and use the Services solely for the purposes set out in the Contract. For the avoidance of doubt, Customer will not receive a copy of the software forming part of the Services, nor will Customer be granted access to any source code.
- 6.2 Unless agreed otherwise by the Parties in writing, Customer may not grant any sub-licences to any third party or allow any third party to access the Services.
- 6.3 Customer will ensure that it has the right to make Data available via the Services and to disclose or otherwise provide the Data to FIFA. Customer will further ensure that all Data is true and accurate, complies with applicable law, does not infringe the rights of any third parties, and may be used by FIFA for the purpose of providing the Services in accordance with the Contract.
- 6.4 Customer understands and agrees that any breach of clause 6.3 may entail a suspension of the Services, termination of the Contract, and sanctions, in particular in accordance with the applicable FIFA regulations.
- 6.5 Customer will inform any Data Subjects whose Personal Data it makes available via the Services of such processing of their Personal Data and will, if required under applicable data protection law, obtain their consent thereto.
- 6.6 Customer is entitled to allow its Users to access and use the Services pursuant to the Contract, it being however agreed that Customer will be liable for their acts and omissions as for its own.
- 6.7 Customer will limit the number of Users to a minimum on a “need-to-know” basis as well as select, instruct, and control the Users with the utmost care. Customer will further provide FIFA, at least once a year and whenever FIFA so requests, with a list of all of its Users and immediately notify FIFA of any changes to the list.
- 6.8 Customer will ensure that its Users sign a declaration of confidentiality that is at least equivalent to Customer’s confidentiality obligations under the Contract.
- 6.9 Customer is responsible for identifying and authenticating all of its Users, approving access by the Users to the Services, preventing unauthorised access by the Users, and maintaining the confidentiality of usernames, passwords, and all other account information.
- 6.10 Customer is further responsible for ensuring that the access of each User is limited to the User’s specific role or task, that the login details are kept safe, are unique to a given User, are not shared with any non-authorized third parties, and are immediately revoked once a User is no longer entitled to access the Services. In addition, Customer is responsible for ensuring that any loss, corruption, or unauthorised use of login details and any unauthorised access to or use of the Services are immediately notified to FIFA in writing.

- 6.11 Customer will immediately notify FIFA via dataprotection@fifa.org in case of a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed. Depending on the risk that the breach presents to the rights and freedoms of the Data Subjects, Customer will assist and support FIFA in notifying the supervisory authorities.
- 6.12 Except if and to the extent allowed by mandatory law, Customer will not:
- (i) attempt to download, copy, modify, reverse compile, disassemble, or reverse engineer all or any part of the Services;
 - (ii) access or use the Services in order to build or support, or assist any third party in building or supporting, competing products or services;
 - (iii) perform or disclose any security testing of the Services (including without limitation network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, and penetration testing) without FIFA's prior written approval.

7 Cooperation Duties of Customer

- 7.1 Customer undertakes to fulfil its cooperation duties as set out in this section 7 and elsewhere in the Contract in a timely manner and free of charge.
- 7.2 If required for the provision of any of the Services, Customer will:
- (i) promptly provide to FIFA all information, materials, resources, work space, etc. reasonably requested by FIFA;
 - (ii) obtain and maintain in good working order all equipment, hardware, and software that is necessary to enable use of the Services;
 - (iii) grant to FIFA the necessary access to its premises and obtain any required authorisations from third parties;
 - (iv) notify FIFA immediately of any disruptions to the Services, including a precise and comprehensive description of the situation and all problems arising from it;
 - (v) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the internet-facing port of the internet router of the Environment.
- 7.3 Customer agrees to bear any consequences resulting from its failure to fulfil its cooperation duties in a timely manner.

8 Use of Data by FIFA

- 8.1 Customer grants to FIFA a non-exclusive and sub-licensable right to access, retrieve, store, process, and otherwise use Data if and to the extent required or useful for the provision of the Services or the performance by FIFA of its obligations under the Contract, including the processing set out in the Service Descriptions. For the avoidance of doubt, Customer will have sole responsibility for the accuracy, quality, legality, reliability, appropriateness, and ownership of all Data.
- 8.2 Customer further agrees that FIFA may generate statistics on the basis of the Data and use those statistics as it chooses, including but not limited to the right to make the statistics public.
- 8.3 In addition, Customer agrees that FIFA may use the Data for compliance purposes and as otherwise required by the applicable FIFA regulations.

9 Use of Data by Customer

Customer may access and use the Data as specified in the Service Descriptions.

10 Discontinuation or Modification of Services

FIFA reserves the right to discontinue or modify at any time, both temporarily and permanently, the Services without notice to Customer for any reason, in particular due to Customer's failure to comply with the Contract. Customer agrees that FIFA will not be liable to Customer for any discontinuation or modification of the Services.

11 Intellectual Property Rights

11.1 Any pre-existing Intellectual Property Rights will remain with the respective rights holder (FIFA, Customer, or third parties).

11.2 All rights (including but not limited to copyrights, patent, design, and trademark rights) to the work results created under the Contract, such as rights to software produced by FIFA, including source code, programme descriptions, and configurations as well as all relevant documents, records, and data storage media, will belong exclusively to FIFA.

11.3 FIFA will be the owner of any know-how developed or used in the performance of the Contract and will be free to use it for any other purpose, such as to produce other software.

11.4 Without FIFA's prior written approval, Customer agrees not to, and not to authorise any third party to, whether during or after the term of the Contract, use or adopt any name mark or other indicia that, in FIFA's reasonable opinion, (i) identifies with FIFA, any of its affiliates, or any FIFA competition (including the official name(s), emblem(s), or trophies of any FIFA competition), or (ii) associates the Customer or any of its products or services with FIFA, any of FIFA's affiliates, or any FIFA competition.

11.5 Customer grants to FIFA a limited, free, non-exclusive, worldwide, and sub-licensable right to reproduce, publicly display, distribute, and otherwise use Customer's Intellectual Property Rights if and to the extent required or useful for the provision of the Services or the performance by FIFA of its obligations under the Contract.

12 Third-Party Products and Services

12.1 As part of the Services, FIFA may grant Customer access to third-party products and services.

12.2 In the absence of separate terms and conditions governing such third-party products and services, the terms and conditions of the Contract will apply.

12.3 In the event of separate terms and conditions being applicable, those separate terms and conditions will solely apply to the relevant third-party products and services, and Customer will fully comply with those separate terms and conditions. In particular, any warranty for the third-party products and services will be exclusively governed by the separate terms and conditions. In respect of FIFA, the warranty rights for the third-party products and services will consist exclusively of FIFA claiming the warranty from the supplier or licensor on behalf of Customer. If the supplier or licensor does not voluntarily meet its warranty obligations, then FIFA may assign the warranty rights to Customer for their legal enforcement.

13 FIFA Warranties

13.1 FIFA warrants that:

- (i) it is duly organised and validly existing under the laws of its jurisdiction; and
- (ii) it has all the necessary rights and authority to enter into the Contract and fulfil its obligations thereunder.

13.2 Except as set out in this section 13 or elsewhere in the Contract, FIFA disclaims to the maximum extent permitted by law any and all warranties in connection with the Contract, whether explicit or implicit, including but not limited to any warranty of merchantability, title, fitness for a particular purpose, satisfactory quality, or non-infringement.

14 Customer Warranties

Customer warrants that:

- (i) it is duly organised and validly existing under the laws of its jurisdiction;
- (ii) it has all the necessary rights and authority to enter into the Contract and fulfil its obligations thereunder;
- (iii) it will comply with all applicable laws, regulations, and rules;
- (iv) it and its Users will comply with the Contract;
- (v) the execution and performance of the Contract does not violate any judgment, order, or decree and does not constitute a material breach under any of Customer's existing contracts;
- (vi) it will obtain and maintain in effect throughout the term of the Contract all rights, licences, permissions, and consents necessary for Customer to perform its obligations thereunder;
- (vii) it will inform any Data Subjects whose Personal Data it makes available via the Services of such processing of their Personal Data;
- (viii) Data and any software, materials, and other content made accessible, transmitted, or otherwise disclosed to FIFA do not infringe any third-party rights or any laws, are accurate, and may be used by FIFA for the provision of the Services and the performance by FIFA of its obligations under the Contract, including the processing set out in the Service Descriptions;
- (ix) the receipt and use of the Services do not violate any contractual, legal, regulatory, governmental, or similar requirements or restrictions;
- (x) it will not resell, distribute, make available to, or use the Services for the benefit of any third party;
- (xi) it will fully, timely, and correctly perform its cooperation duties and other obligations under the Contract;
- (xii) neither Customer nor any of its Users will use the Services for any activity that is illegal or in breach of the Contract; and
- (xiii) its Users will have the necessary training and know-how to use the Services and fulfil their obligations under the Contract.

15 Infringement of Third-Party Rights by Services

15.1 If a Service is or, in FIFA's opinion may become, the subject of a lawsuit for the infringement of third-party rights, FIFA may in its sole discretion:

- (i) procure Customer the right to use the Service exempt from any liability;
- (ii) replace the Service with another one that meets the essential contractual properties;

- (iii) modify the Service such that it no longer infringes the rights of any third party;
or
 - (iv) terminate the Service if none of the aforesaid options can be implemented with economically reasonable efforts.
- 15.2 Should any third party bring a claim against Customer alleging that the Services infringe its intellectual property rights, FIFA will defend Customer against such a claim at its own expense and indemnify Customer against any damages, losses, and expenses imposed on Customer through a legally binding court decision if, cumulatively:
- (i) Customer immediately informs FIFA in writing of the claim;
 - (ii) Customer gives FIFA sole control of the defence and settlement of the claim;
 - (iii) Customer supports FIFA in the defence at no cost; and
 - (iv) the third-party claim alleges that use of the unmodified Services, in conformity with the Contract, infringes an existing intellectual property right in Switzerland or the European Union.
- 15.3 Explicitly excluded from the indemnification obligation set out in clause 15.2 are all Data, software, materials, and other content provided by Customer to FIFA in connection with the Contract.

16 Liability, Indemnification, and Sanctions

- 16.1 FIFA disclaims all liability in connection with the Contract to the maximum extent permitted by law, and Customer agrees that FIFA will not be liable to Customer for any liabilities, claims, damages, losses, or expenses incurred by Customer in connection with the Contract, including but not limited to any indirect damages and any loss of profits.
- 16.2 The exclusion of liability set out in clause 16.1 does not apply to any wilful misconduct or gross negligence on the part of FIFA or where liability cannot otherwise be excluded or limited under applicable law.
- 16.3 Customer agrees to fully indemnify, defend, and hold FIFA (and its subsidiaries, affiliates, licensors, licensees, officers, agents, and other partners, and employees) harmless from and against any and all liabilities, claims, expenses (including legal expenses), damages, and losses incurred by FIFA in connection with any (alleged) breach of the Contract by Customer.
- 16.4 Customer understands and agrees that a breach of the Contract, including but not limited to providing false Data, may result in sanctions not specified in the Contract (e.g. imposed by the FIFA judicial bodies in their rulings or by the competent authorities).

17 Security

- 17.1 FIFA will implement the security measures required by applicable law.
- 17.2 Customer may not misuse the Services by knowingly introducing viruses, Trojan horses, worms, logic bombs, or any other material that is malicious or technologically harmful. Customer may not attempt to gain unauthorised access to the Services, the Environment, or any server, computer, or database connected to the Services or attack the sites on which the Services are offered.

- 17.3 Customer will use all reasonable endeavours to prevent any unauthorised access to or use of the Services and will, in the event of any such unauthorised access or use, promptly notify FIFA in writing. Customer will be solely responsible for protecting its systems against any security vulnerabilities and the consequences of such vulnerabilities, including any viruses, Trojan horses, worms, or other malevolent code that could limit or harm the functionality of a computer or that could damage or intercept Data.
- 17.4 By breaching this section 17, Customer may be committing a criminal offence in a number of jurisdictions. Customer understands and agrees that FIFA may report the breach to the law enforcement authorities and may cooperate with those authorities by disclosing Customer's identity to them.

18 Confidentiality

- 18.1 Customer acknowledges that transactions executed via the Services may contain highly Confidential Information and that the disclosure or improper use of such information may cause substantial damage to the parties involved.
- 18.2 Subject to applicable law and the applicable FIFA regulations, each Party undertakes:
- (i) to keep Confidential Information of the other Party strictly confidential, not to disclose or grant access to such Confidential Information to any third party, and to protect it against unauthorised access;
 - (ii) to use Confidential Information of the other Party solely for the purpose of performing its obligations, exercising its rights, rendering or receiving the Services, administering the Contract, or as otherwise agreed in writing;
 - (iii) to only disclose or grant access to Confidential Information of the other Party to its own employees and advisors and, as regards FIFA, to its subcontractors and their employees and advisors who need to know such Confidential Information for the purposes set out in clause 18.2(ii) and who have been made aware of the confidentiality of the Confidential Information, and are bound to keep the Confidential Information secret substantially on the same terms as set out in the Contract;
 - (iv) to notify the other Party if any third party obtains, or may have obtained, unauthorised knowledge of Confidential Information or if Confidential Information is, or is likely to have been, inappropriately used and to take all measures necessary in order to prevent any subsequent unauthorised dissemination or use of Confidential Information of the other Party; and
 - (v) at the request of the other Party, to return, destroy, or delete any and all Confidential Information of the other Party and to confirm so in writing to the other Party.
- 18.3 If a Party is required by law or by order of a court, authority, or regulator to disclose Confidential Information of the other Party, the disclosure must be limited to the scope required, and the Party required to disclose the Confidential Information will, to the extent permissible, notify the other Party and coordinate the next steps with the other Party.
- 18.4 The following is excluded from the obligations set out in clause 18.2(v):
- (i) copies to be retained as required by law or by order of a court, authority, or regulator;
 - (ii) back-up copies generated according to standard business practice by an automated data back-up system; and

- (iii) any and all analyses, evaluations, studies, and other documents and materials based on Confidential Information of the other Party generated by the Party required to return, destroy, or delete such information or by one of its subcontractors.
- 18.5 The obligations of confidentiality set out in this section 18 will remain valid and enforceable after the termination or expiration of the Contract as long as the Party that disclosed the Confidential Information has a legitimate interest in maintaining its confidentiality.

19 Data Protection

- 19.1 Customer warrants that all Personal Data it will make available via the Services has been collected and processed by Customer and its Users in strict compliance with applicable data protection law and the FIFA Data Protection Regulations, and may be lawfully processed by FIFA in order for FIFA to provide the Services and perform its obligations under the Contract, including the processing set out in the Service Descriptions. Where applicable, Customer will be responsible for ensuring the lawfulness of the processing of such Personal Data via the Services, as well as for providing all relevant information to, and obtaining all required individual approvals from, Data Subjects (Players, intermediaries, etc.) for the processing of their Personal Data via the Services and, as the case may be, by FIFA and other Customers, as contemplated under the Contract. This includes, without limitation, as far as Personal Data of a Minor is concerned, granting the holder(s) of the parental responsibility the right to exercise the rights of the Minor on the Minor's behalf.
- 19.2 Where applicable, the Parties will use reasonable efforts to assist each other in fulfilling their obligations to respond to requests from Data Subjects who are exercising their rights to information, access, rectification, erasure, restriction, data portability, objection, and any other rights under applicable data protection law. FIFA will further use reasonable efforts to assist Customer in fulfilling its obligations under applicable data protection law in respect of security of processing, notification in case of data breaches, and data protection impact assessments, if any. Upon request, FIFA will make available relevant information to, and cooperate with, Customer to demonstrate compliance with the obligations set out in this section 19.
- 19.3 Customer further warrants that it will use the Services and process the Personal Data at all times in strict compliance with applicable data protection law, the FIFA Data Protection Regulations, and any Additional Agreements governing the processing of Personal Data.
- 19.4 Provided FIFA has complied with the Contract, Customer will fully indemnify, defend, and hold FIFA (and its subsidiaries, affiliates, licensors, licensees, officers, agents, and other partners, and employees) harmless from and against any and all liabilities, claims, expenses (including legal expenses), damages, and losses incurred by FIFA in connection with any (alleged) breach of applicable data protection law by Customer.
- 19.5 When processing Personal Data, FIFA will at all times comply with applicable data protection law, the FIFA Data Protection Regulations, and any Additional Agreements governing the processing of Personal Data. Similarly, where necessary, FIFA will enter into data processing agreements with any sub-processors.

20 Audit

- 20.1 FIFA may audit Customer's use of the Services for compliance with the Contract on reasonable prior written notice of ten (10) days.
- 20.2 Customer agrees to cooperate with FIFA and provide reasonable assistance and access to information.

21 Export Laws

Customer will at all times comply with all applicable export laws. In particular, Customer will not use, export, or re-export, directly or indirectly, the Services (or any part thereof) to any jurisdiction for which a licence or other type of authorisation is required under the applicable export laws or that is otherwise subject to any governmental sanctions.

22 Term, Termination, and Expiration of Contract

- 22.1 The Contract between FIFA and Customer will take effect upon acceptance of these Terms of Use and a Service Description online by a User of Customer or upon access to any Service by a User of Customer, whichever is earlier, and will remain in effect for an indefinite period, unless stated otherwise in the relevant Service Description.
- 22.2 Termination and expiration of the Contract are governed by the Service Descriptions.

23 Assignment

Customer may not assign its rights or obligations under the Contract to any third party without FIFA's prior written consent, which will not be unreasonably withheld or delayed. Not considered a third party for the purposes of this section is any entity that is directly or indirectly controlling, controlled by, or under common control with a Party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to, directly or indirectly, direct or cause the direction of the management and policies of the entity, whether by contract or otherwise.

24 Independent Contractors

The relationship between the Parties is that of independent contractors, and nothing in the Contract is intended to create, or is to be construed as creating, a joint venture or partnership between the Parties.

25 Severability and Waiver

- 25.1 If any provision of the Contract is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.
- 25.2 Any failure by either Party to exercise or enforce any right or provision of the Contract will not constitute a waiver of that right or provision.

26 Entire Agreement and Amendments

- 26.1 The Contract constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes as well as extinguishes any prior agreements and understandings related to the same subject matter.

- 26.2 FIFA continually seeks ways to improve the Services, as a result of which the Contract may need to be amended. Accordingly, FIFA reserves the right to unilaterally amend (from time to time) these Terms of Use and any Service Description, in which case Customer will be notified, except possibly in cases of amendments required by law or by FIFA regulations.
- 26.3 Subject to clause 26.2, the Parties may mutually amend the Contract by written agreement only.

27 Notices

- 27.1 If the Contract requires or refers to notice in writing, such notice may in principle be given either by mail or by email at the address provided by each Party or, in the case of FIFA, by way of a written publication on a site accessible to Customer.
- 27.2 Clause 27.1 notwithstanding, notice must be given by Customer to FIFA as specified in the Service Descriptions.
- 27.3 Customer agrees that it may receive notices related to the Services (including but not limited to information on updates, changes in scope, and other modifications) via mail or email at the address provided by Customer to FIFA or as otherwise stated in the Service Descriptions.
- 27.4 Customer further agrees that FIFA may notify other Customers of Customer's use of the Services, including but not limited to the conclusion, termination, or expiration of the Contract between FIFA and Customer.
- 27.5 Each Party agrees to communicate any change to its mail or email address to the other Party in writing sufficiently in advance.

28 Dispute Management

In case of a dispute in connection with the Contract, the Parties will make a good-faith effort to reach an amicable settlement, in the absence of which clause 29.2 will apply.

29 Applicable Law and Arbitration

- 29.1 The Contract is governed by and will be interpreted in accordance with the laws of Switzerland, without regard to any conflict-of-law rules or the United Nations Convention on Contracts for the International Sale of Goods.
- 29.2 If the Parties are unable to reach an amicable settlement pursuant to section 28, they will submit their dispute to arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution (including the ITDR Recommendations for Arbitration) in force on the date on which the notice of arbitration is submitted according to the said rules. The arbitral proceedings will be conducted by three arbitrators in English, the seat of the arbitration being Zurich, Switzerland.