

FIBODO TERMS OF USE - USERS

1. Information About Us

fibodo.com is a website operated by fibodo Limited (**we, us, our**). We are a company registered in England and Wales with company number 08904097 and have our registered office at 418 Linen Hall, 162-168 Regents Street, London. W1B 5TD.

2. Terms of Use

2.1 This page (together with the documents referred to on it) sets out the Terms of Use on which users (**you, your**) may make use of fibodo.com and the fibodo mobile applications (together with any other software, provided to you by, or on behalf of, us, including both local and remotely accessed software and any update and/or upgrade to any of them) (together and separately, the **Site**), Please read these Terms of Use carefully before you start to use the Site. By using the Site, you indicate that you accept these Terms of Use, which include the privacy policy that applies to the Site (the **Privacy Policy**) and that you agree to abide by them.

2.2 Your use of the Site is subject to your compliance with these Terms of Use. By using the Site, you accept these Terms of Use and agree to comply with them. If you do not agree to these Terms of Use in full (together with the documents referred to herein), you must not use the Site. A breach of these Terms of Use may result in your access to the Site, your account and the services provided thereunder being revoked.

2.3 We may update these Terms of Use from time to time, and you agree that you will be bound by the Terms of Use published using the Site when you use the Site. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes acceptance of such changes. If you do not agree to such changes, you should stop using the Site.

3. Age

3.1 To access and use the Site you must be:

3.1.1 18 years old or over; or

3.1.2 13 years old to 17 years old (inclusive) with the consent of your parent or legal guardian.

Please also note that Users may add an 'under 13' profile to their account. This profile will have restricted functionality and the User accepts responsibility for all activity under their account, including activity on any 'under 13' profile.

3.2 If you do not satisfy the above eligibility requirements, you must not use the Site. By using the Site you represent that you comply with the above eligibility requirements.

4. Users and Services

4.1 Our Site is available for those individuals seeking sporting and social clubs and activities online, seeking information about such activities, and connecting those interested in such activities with the providers of said activities (**Hosts**).

4.2 Our Site provides a platform for the introduction of Hosts and for Users to book and pay for sporting and social clubs and activities organised and hosted by Hosts (**Host Services**).

Any agreement for the Host Services is between the Host and User only. We do not offer any services, including any Host Services, apart from the use of the Site. Our service to you is the provision of access to the Site, any related customer support in relation to the Site, and to facilitate the booking and payment of Host Services only. Users and Hosts acknowledge and agree that we are not responsible for providing the Host Services.

4.3 Both Users and Hosts are required to register with the Site in order to utilise our services. These Terms of Use shall apply to Users unless the context implies otherwise.

4.4 Our Site enables Users to:

4.4.1 customise a profile for use on the Site;

4.4.2 add family members to your profile, so group booking can be made;

4.4.3 create and join groups and follow other Users with similar interests;

4.4.4 search for Hosts and activities organised or shared by Hosts by location, activity and availability;

4.4.5 message Hosts;

4.4.6 book and pay for sporting and social activities run by or shared by Hosts and save this to a shared calendar;

4.4.7 rate Hosts and Host Services; and

4.4.8 other services which may be added to the above from time-to-time.

4.5 Subject to your compliance with these Terms of Use, we hereby grant you a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Site for your personal use, and only in accordance with these Terms of Use.

4.6 You agree that we may suspend access to the Site, or close the Site indefinitely without notice.

4.7 We make no attempt to, and you agree that we have no responsibility to, confirm the identities of Users of the Site.

4.8 You agree that you will not use the Site for any purpose other than finding and contracting for Host Services.

5. **Account Security**

5.1 Users will be responsible for all activities which occur under their account on the Site (**your account**). It is your responsibility to keep your account safe and secure. Please do not share the password to your account with anyone and always ensure that you log-off when not using the Site and ensure that devices which you use to access the Site are securely locked when not in your possession.

5.2 We will not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these Terms of Use. You may not use another person's account at any time without the express permission of the account holder.

5.3 You must immediately notify us of any unauthorised use of your password or account or any other breach of security.

6. **Safety and Feedback**

6.1 At all times when using our Site, we recommend exercising caution, particularly when messaging Hosts on the Site and meeting other Users during activity engagement.

6.2 We operate a feedback system on the Site which allows Users to give feedback about Hosts. Only feedback given in the last ninety (90) days are shown to try and ensure that feedback is accurate and up-to-date. However, we do not vet Hosts on the Site. Please be aware that good feedback should not be taken as a guarantee of quality, reliability or trustworthiness of any Host. You are responsible for ensuring your own safety when using our Site and for carrying out any safety checks or verifications in relation to the Hosts.

6.3 You acknowledge that we are not responsible and we are not liable for any online or offline interactions.

7. **User Accounts**

7.1 Users may use the Site to create a user account free of charge. Users agree to disclose true and complete information during the account registration process, and to update user information promptly in the event that it changes. Users agree not to select a username which is offensive, misleading or otherwise inappropriate.

7.2 We reserve the right to refuse access to the Site to anyone at our sole discretion without giving a reason.

8. **Booking Host Services**

8.1 Users should follow the onscreen instructions on the Site to make a payment for Host Services.

8.2 You agree that you have the permission of the appropriate person to use the purchase Host Services if payment is not made on your credit or debit card.

8.3 Users will be asked to provide certain information to allow us to process an order on behalf of a Host (including your selected payment method and card details).

8.4 We may change the payment methods that we accept at our sole discretion at any time without notice.

8.5 Users will receive an order confirmation on screen and/or by email (provided that a valid email address is supplied) acknowledging that the Host has received the booking confirmation for the Host Services. An order confirmation received by a User represents confirmation that the Host Services have been booked (a **Booking Confirmation**).

8.6 At the point a User receives the Booking Confirmation we will reserve the fees on the User's payment method, but no payment will be made until three (3) working days before the relevant session of Host Services is due to start.

8.7 By booking Host Services using the Site or the Services you expressly give us permission to use your payment and credit/debit card details to make a payment to our account for the Host with whom you have booked Host Services using the Site.

8.8 You give us permission to check that any payment and credit/debit card details you record using the Site is valid from time to time and when you make a booking for Host Services.

8.9 If we reject your order after payment has already been taken, we will provide you with a full refund within seven (7) days.

8.10 Discounts may apply in the following circumstances and in accordance with the pricing on the Site:

8.10.1 **Package Rates:** where a User books a package of Host Services the rates may be expressed as “X for Y” (e.g. “4 for 3”) so that the package is priced below the cost of X number of Host Services if booked individually. Package bookings may be discounted as set out on the Site when booking the Host Service and are only offered where expressly stated when purchasing the Host Services.

8.10.2 **Discounted Services:** discounted rates may apply where a User books a Host Service at short notice prior to the relevant Host Service. Bookings may be discounted as set out on the Site when booking the Host Service and are only offered where expressly stated when purchasing the Host Service.

9. Prices and Payments

9.1 Unless otherwise stated on the Site we accept Visa and MasterCard debit and credit cards for payment. Prices which appear on the Site are inclusive of VAT unless otherwise stated.

9.2 Prices for Host Services may change at any time by posting new prices on the Site, but changes will not affect orders for which Booking Confirmations have already been sent.

9.2.1 It is always possible that, despite our best efforts, some of the Host Services listed on our Site may be incorrectly priced. The Booking Confirmation will usually verify prices so that, where a Host Service correct price is less than the stated price on the Site, the lower amount will be charged. If a Host Service correct price is higher than the price stated on our Site, we will usually, at our discretion, either contact you for instructions before booking the Host Services, or reject your order and notify you of such rejection. Neither we nor the Hosts are under an obligation to provide the Host Services to you at the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the pricing error is obvious and could have reasonably been recognised as an error by you.

9.2.2 By paying using your credit or debit card you confirm that the card is yours and that there are sufficient funds or credit available to cover the charges. The purchase of Host Services will appear on your credit card or bank statement as a fibodo debit, with reference code.

9.2.3 Under normal booking conditions billing to your credit or debit card will not take place until three (3) working days prior to the provision of the Host Services. Where a booking is made less than three days prior to the time of the Host Service, payment will be taken immediately.

9.2.4 Our site uses a third party gateway provider which encrypts your credit or debit card data whilst it is being transferred over the internet. This helps to prevent interception of the data by other people. We also use up to date encryption technologies to protect the security of your personal details and log in information.

10. **Cancellations and Refunds**

10.1 You have the right to cancel any Host Services ordered through our Site within fourteen (14) days of booking such Host Service (**cooling off period**) without giving any reason and your card will not be charged. In the event that your card has already been charged you will be refunded or, if applicable, you may elect to receive credit or alternative Host Services from the Host in place of a refund as described below.

10.2 Where you cancel Host Services (either during or after the cooling off period) the Host may, at their discretion, offer alternative Host Services or credit. Such alternative Host Services or credit will be in place of a refund if such cancellation is during the cooling off period. It will be up to you whether you wish to receive a refund or alternative Host Service / credit.

10.3 Where you cancel Host Services after the cooling off period, we are under no obligation to refund you and any alternative Host Service or credit will be at the Host's discretion.

10.4 In the event that the Host cancels the Host Services (or where Host Services were not provided) you must notify us within three (3) days of when the Host Services were due to take place. Where we are satisfied that such Host Services were not provided, we will issue a refund or, if available, credit or alternative Host Services.

10.5 In the event that you receive Host Services within fourteen (14) days of ordering such Host Services, by receiving the Host Services you acknowledge and agree that you will no longer have the right to cancel such Host Services. Where multiple Services have been ordered and some have been received, within fourteen (14) days of booking you will still be able to cancel those Services not received and we would refund you for any difference between the normal cost of the Services already received and the cost of the multiple Services package.

10.6 To exercise the right to cancel, you must cancel the booking within 'my bookings'.

10.7 If you are unable to cancel your session because the Site is not working, please contact us immediately on our customer service line using the telephone number published on the Site.

11. **User Obligations**

11.1 You agree:

11.1.1 that you will not use the Site to procure or attempt to procure any services which are controlled, regulated or banned by law;

11.1.2 that we take no responsibility for the quality of the Host Services offered by any Host through the Site; and

11.1.3 that we do not conduct any due diligence on Hosts, and you rely on any feedback obtained through the Site or Service entirely at your own risk.

12. **Acceptable Use Policy**

12.1 All Users agree that:

12.1.1 they will not decrypt, extract, disassemble, reverse-engineer or decompile the Site;

12.1.2 they will not use the Site other than as a single product;

- 12.1.3 the right to use any upgraded or updated version of the Site replaces the right to use the Site being upgraded;
- 12.1.4 the Site contains confidential information, proprietary information and trade secrets and that any and all intellectual property rights and other rights in the Site are and will be owned by us and our licensors;
- 12.1.5 they will not use the Site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 12.1.6 they will not:
 - (a) remove any identification or notices of any proprietary or copyright restrictions from the Site or any associated materials,
 - (b) include any portion of the Site in any other software program, or
 - (c) develop methods to enable unauthorised parties to use the Site;
- 12.1.7 they expressly waive any rights you may obtain through application of the law of any jurisdiction or otherwise that are inconsistent with these Terms of Use, so far as is permitted by applicable law;
- 12.1.8 they will not create any modifications or derivative works directly or indirectly using the Site, or components thereof, and any modifications or derivative works created directly or indirectly using the Site, or components thereof, or enhancements to the Site, shall vest on creation in, and be owned exclusively by, us, and you shall promptly execute any further documentation required to legally or commercially effect such assignment;
- 12.1.9 they will not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware of the Site;
- 12.1.10 they will not damage, interfere with or disrupt the Site in any way;
- 12.1.11 they will not use the Site or information obtained from the Site to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 12.1.12 they will not use the Site for any purpose that is unlawful, improper or illegal, or in breach of any, or for the purpose of breaching any, law;
- 12.1.13 they will not use the Site in a way which infringes the rights of anyone else, harasses anyone else, is harmful, or otherwise restricts or inhibits anyone else's use and enjoyment of the Site;
- 12.1.14 they will not use the Site to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;
- 12.1.15 they will not post comments about yourself or which are not in good faith and in accordance with your honestly held belief;

12.1.16 they will not use the Site for the purpose of harming or attempting to harm minors in any way; and

12.1.17 they will not use contact details obtained using the Site to harass any person.

13. **Our liability**

13.1 You agree that we do not review listings or content posted by any Host and we have no control over or liability for the truth, accuracy or fairness of any post, feedback, response or listing, or the quality, safety or legality of any items listed. You agree that we are not a party to any transaction between a Host and a User made using the Site, and have no control over or liability for the actions of any Host, including their ability or willingness to comply with any agreement to supply any services.

13.2 We will supply the Site using reasonable skill and care but we make no other representations, warranties or guarantees, whether express or implied, with respect to the Site. You accept that the Site is provided on an 'as is' basis. You agree that we have no liability for:

- (a) the actions of other Users of the Site, including during the performance of Host Services;
- (b) any loss you may suffer as a result of any interruption of the operation of the Site;
- (c) the lawfulness of the content of any listing or of any services listed on the Site; or
- (d) the accuracy of any information provided by Hosts or Users of the Site.

13.3 To the extent permitted by applicable law, we expressly exclude all other conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

13.4 You agree that we, and our directors, employees, officers, agents, subsidiaries and affiliates shall, to the extent permissible by applicable law, not be liable to you in contract, tort or otherwise in respect of any loss of data, revenue, profits, opportunity, goodwill, data or reputation, whether direct or indirect, or for any indirect or consequential loss or damage.

13.5 Information published using the Site is not intended to amount to advice on which reliance should be placed, and you agree we have no liability for reliance placed on any information published using the Site by any third party.

13.6 Our liability to you under or in connection with these Terms of Use is limited to £100 (one hundred pounds sterling). We will not be liable for Host Services which were not provided where you have not notified us of such.

13.7 Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by our negligence (as defined in the Unfair Contract Terms Act 1977), liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

14. **Indemnity**

14.1 You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as their licensors and suppliers, 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:

14.1.1 any misrepresentation, act or omission made by you in connection with your use of the Site;

14.1.2 any non-compliance by you with these Terms of Use; or

14.1.3 claims brought by third parties arising from or related to your access or use of the Site or other information made available by you to the Site.

15. **Content**

15.1 The Site and the material published using them, are protected by copyright and intellectual property laws and treaties around the world. If any such rights belong to us or our licensors, they are reserved.

15.2 The content available through the Site is protected by intellectual property law, including copyright, and you agree that you will not reproduce, distribute, copy or publicly display any content which is not your own content, except to the extent required for your use of the Site in accordance with these Terms of Use.

16. **Privacy**

16.1 You agree that we may process personal information about you that we gather from your use of the Site in accordance with our Privacy Policy which is available at www.fibodo.com.

16.2 You agree that you will not use any contact details or other personal information obtained through use of the Site except for completing and carrying out agreements for Host Services or as explicitly agreed by the subject of the personal information.

16.3 You agree that we may disclose your identity to any party who claims that the utilisation of your account infringes their rights, or to any public authority in any jurisdiction on request.

17. **Suspension and termination**

17.1 You acknowledge and agree that we may, in our sole discretion, suspend or terminate your account and/or your access to the Site at any time for any reason and without notice to you.

17.2 You agree that we shall not be liable to you or to any third party for any suspension and/or termination of your right to use or otherwise access the Site.

17.3 You may stop using the Site at any time, but you will remain liable to provide or pay for (as applicable) any Host Services you have agreed to provide or procure.

17.4 Termination of this contract shall not affect any accrued rights or liabilities.

18. **Linking**

18.1 You may link to the home page of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express consent.

18.2 Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those external sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. **Access**

You agree that you will not use any scraper, spider, robot, harvesting bot or other automated means to access the Site without our express written consent, and you will not interfere with the operation of the Site or place an undue strain on our infrastructure.

20. **Other important terms**

20.1 We can assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms of Use to any company, firm or person. We can only do this if it does not affect your rights under these Terms of Use. You may not assign, sub-contract and/or otherwise transfer your rights or obligations under these Terms of Use to anyone else except with our written consent.

20.2 If any of these Terms of Use, including any part of any term, is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms of Use or the relevant part thereof shall remain in full force and effect.

20.3 Any failure by us to exercise or enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision.

20.4 Except as expressly stated in these Terms of Use, nothing in these Terms of Use is intended to confer any rights, remedies or benefits upon any person other than you and us.

20.5 These Terms of Use set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

20.6 Subject to clause 13.7, you confirm that you have not been induced to enter into a contract on these Terms of Use by any prior representations, whether written or oral, except as specifically reproduced in these Terms of Use and you hereby waive any claim for breach of any such representations which are not specifically reproduced in these Terms of Use.

20.7 In these Terms of Use the use of the word "including" shall not limit any preceding category.

20.8 Nothing in these Terms of Use is intended to or shall give rise to any relationship of employment, agency, partnership, joint venture or profit sharing.

20.9 These Terms of Use are governed by and interpreted in accordance with the laws of England and Wales. If we or you choose to bring proceedings in connection with these Terms of Use, we or you must do so in the courts of England and Wales, or the courts of the jurisdiction you live in.

21.

Contact Us

If you have any concerns about material which appears on the Site, please contact us by email at info@fibodo.com.