

Terms of Service

Thank you for using My Soccer Moves!

My Soccer Moves is a product and service that is provided by Soccersphere LLC (“Soccersphere”). These Terms of Service ("Terms") govern your access to and use of Soccersphere's websites, products, and services ("Products" or “Service”). **Please read these Terms carefully before using the Service.** By accessing or using our Service, you agree to be bound by these Terms, our [Acceptable Use Policy](#) and by our [Privacy Policy](#).

My Soccer Moves is a service and tool that soccer players, coaches and parents use to help players develop soccer skills and passion for soccer, to express and develop their soccer creativity, to inspire others and be inspired by others through sharing their soccer videos and achievements, and to encourage soccer skill challenges with friends, teammates, members of their clubs, and other players throughout the world.

1. Using My Soccer Moves

a. Registering an Account

You may use our Service only if you can form a binding contract with Soccersphere, and only in compliance with these Terms and all applicable laws. When you create your account or authorize an account on behalf of your child, you must provide us with accurate and complete information. Failure to provide accurate information may limit the functions and features available and the termination of your account. You may not

- (1) select or use a username of another person with the intention of impersonating that person,
- (2) use a username of anyone else without authorization,
- (3) use a username in violation of the intellectual property or other legal rights of any person or
- (4) use a username that Soccersphere considers, in its sole discretion and for any reason, inappropriate.

b. Children under 13

Any use or access by anyone under the age of 13 is permitted but only if you have been registered by your Sponsor—such as parents, legal guardians or an adult coach who has received written permission from your parents to use the Product. We reserve the right to implement any type of verification, including your request to enter a credit card or other information to verify your identity, prior to permitting the creation of an account for a child under thirteen years of age in compliance with the Children’s Online Privacy Protection Act (COPPA). Failure to do so will result in the immediate termination of your account.

c. Our license to you

Subject to these Terms and our policies and your registration of an account, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Service for educational purposes on your own behalf. If you want to use our Service for purposes beyond your own use, you must create and pay for an organization account and agree to our Commercial License. Some of our Service includes software that may be downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Service, and these Terms will apply to such upgrades.

2. Your Content

a. Posting content

The Product allows you to post content, including videos, photos, comments, and other materials. Anything that you post or otherwise make available on our Service, that your child (if applicable) makes available on the Product, or that is posted on our social media sites is referred to as "User Content" You retain all rights in, and are solely responsible for, the User Content you post. You further agree that the User Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Soccersphere all of the license rights granted herein.

b. License to your content

Because the purpose of My Soccer Moves is to share the development of your soccer skills and achievements, you grant Soccersphere (and its successors' and affiliates') a nonexclusive, royalty-free, transferable, sub licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute your User Content in connection with the Service and Soccersphere's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels in perpetuity. We reserve the right to remove User Content for any reason including User Content that we believe violates these Terms or our policies.

c. How long we keep your content

Following termination or deactivation of your account, or if you remove any User Content, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, other users that you have allowed to receive your User Content when posting (such as a coach or fellow player) may retain and continue to use, store, display, and perform, any of your User Content that other users have stored in their respective accounts. Additionally, derivative works created with your User Content may continue to be used for Soccersphere's business following the termination or deactivation of your account.

d. Feedback you provide

We value hearing from our users, and are always interested in learning about ways we can make My Soccer Moves more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you.

3. Copyright Policy

Soccersphere complies with the Digital Millennium Copyright Act. In the event that you feel a work of yours has been reposted or reused in violation of copyright law, please see our [DMCA Notice](#).

4. Security

We care about the security of our users and ask that you keep your username and password in a safe place. While we work to protect the security of your User Content and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account. You are responsible for any activity that occurs through your account or any accounts of your children that you have authorized and you agree you will not sell, transfer, license or assign your account, username, or any account rights.

5. Third-Party Links, Sites, and Services

Our Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third-party website, service, or content from the Product, you do so at your own risk and you agree that we will have no liability arising from your use of or access to any third-party website, service, or content. Furthermore, any information you post, share or provide to such third-party will be governed by their respective privacy policies and terms of use.

6. Contests, Sweepstakes, and Other Activities

From time to time, Soccersphere or its suppliers, advertisers, customers or partners may conduct promotions on or through the Service, including without limitation auctions, contests, sweepstakes and electronic postcards ("Promotions"). Each such Promotion may have additional terms, conditions and rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of these Terms of Service (the "Rules"). If any conflict arises between these Terms of Service and the Rules, the Rules shall govern for purposes of your participation or involvement in the Promotion to which the Rules relate.

7. Termination

We may terminate or suspend this license and your access at any time, with or without cause or notice to you. Upon termination, you continue to be bound by Sections 2 and 7-13 of these Terms. Notwithstanding the foregoing, in the event that you have a paid subscription, we will suspend your account for cause following written notice and an opportunity to cure such breach. If such breach remains uncured after ten days following transmission of such notice, we will terminate your account without refund. In the event you are able to cure such breach to our satisfaction, at our sole discretion, we will reinstate your account.

8. Indemnity

If you use our Service for commercial purposes in violation of Section 1(c), as determined in our sole and absolute discretion, you agree to indemnify and hold harmless Soccersphere and its officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (a) your access to or use of our Service, (b) your User Content, or (c) your breach (or a breach by your child, if applicable) of any of these Terms.

9. Disclaimers

The simple fact is that while we do our best to provide a useful and educational product, we cannot guarantee that there will not be errors, that players will reach a specific level of skill development, that the site will not be down for maintenance, or that User Content you post will not be lost or deleted. For this reason, the Service and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. SOCCERSPHERE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

We also know that there are people out there that like to use Service like ours for improper purposes, including posting obscene content. We take no responsibility and assume no liability for any User Content that you or any other user or third-party posts or transmits using our Service. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCCERSPHERE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD-PARTY

ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL SOCCERSPHERE'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

11. Arbitration

For any dispute you have with Soccersphere, you agree to first contact us and attempt to resolve the dispute with us informally. If we have not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION ABOVE, YOU AGREE THAT DISPUTES BETWEEN YOU AND SOCCERSPHERE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

You may opt out of this agreement to arbitrate. If you do so, neither you nor Soccersphere can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision. You must use this address to opt out: Soccersphere P.O. Box 200758 Denver, CO 80220

You must include your name and residence address, the email address you use for your account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Soccersphere.

12. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of Colorado, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Denver County, Colorado or the United States District Court for Colorado, for any actions not subject to Section

10 (Arbitration). Our Service are controlled and operated from the United States, and we make no representations that they are appropriate or available for use in other locations.

13. General Terms

Notification Procedures and changes to these Terms. We reserve the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. Please review the Terms of Service periodically. If a revision, in our sole discretion, is material, we will notify you by sending a notice to the email that you used when registering your account or through a notification in the Service. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Service.

Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Soccersphere without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

Entire Agreement/Severability. These Terms, together with the [Privacy Policy](#) and any amendments and any additional agreements you may enter into with us in connection with the Service, shall constitute the entire agreement between you and Soccersphere concerning the Service. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Got Questions or Concerns? Please contact us at the following email: terms@MySoccerMoves.com or mail us at the following address: Soccersphere P.O. Box 200758 Denver, CO 80220 and we will endeavor to respond to any questions or concerns promptly.

This Terms of Service was last updated on March 18, 2015.