DYF (Do Your Football) Platform - Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms & Conditions ("Terms"), the following terms shall have the meanings set forth below:

- **"Platform"** or **"DYF Platform"**: The Do Your Football digital ecosystem including web applications, mobile applications, APIs, and all related services
- **"Club Account"**: An organizational account registered by a Professional Football Club
- **"Club Owner"**: The legal entity or individual(s) holding ownership rights of a Professional Football Club
- **"Club Administrator"**: Authorized personnel managing the Club Account with full administrative privileges
- **"Club Staff"**: Employees or contractors of a Club with limited platform access
- **"Coach"**: An individual registered on the Platform to provide football coaching services
- **"Player"**: Any individual registered as a player, including Youth Players and Adult Players
- **"Youth Player"**: Any player under the age of 18 (categories U6 through U21)
- **"Adult Player"**: Any player aged 18 or above
- **"Parent/Guardian"**: The legal guardian or parent of a Youth Player
- **"User"**: Any individual or entity accessing or using the Platform
- **"Content"**: All data, text, images, videos, tactical diagrams, training plans, and other materials
- **"Personal Data"**: Any information relating to an identified or identifiable natural person
- **"Services"**: All features, functionalities, and services offered through the Platform

1.2 Interpretation

- Headings are for convenience only and shall not affect interpretation
- References to "include" or "including" are illustrative and not limiting
- The singular includes the plural and vice versa

2. ACCEPTANCE OF TERMS

2.1 Agreement to Terms

By clicking "I Agree" or by accessing or using the DYF Platform through our website, web application, or mobile application, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. You must accept these Terms before creating an account or signing in to the Platform.

2.2 Capacity to Accept

You represent and warrant that:

- You are at least 18 years of age, OR
- You are a Youth Player aged 13-17 with parental consent, OR
- You are a Parent/Guardian accepting on behalf of a Youth Player under 13
- You have the legal capacity to enter into a binding agreement
- For Club Accounts: You are authorized to bind the organization you represent

2.3 Updates to Terms

DYF reserves the right to modify these Terms at any time. Users will be notified of material changes via email or Platform notification at least 30 days before implementation.

3. USER CATEGORIES AND REGISTRATION

3.1 Account Types

3.1.1 Club Accounts

- **Eligibility**: Professional football clubs, academies, and youth football organizations
- **Verification**: Business registration, tax identification, and authorization documentation required
- **Hierarchy**: Club Owner → Club Administrator → Club Staff → Coaches → Players

- **Features**: Full platform access including team management, financial operations, multi-user administration

3.1.2 Coach Accounts

- **Eligibility**: Individuals involved in football coaching and training
- **Features**: Training planning, player evaluation, tactical board, performance analytics
- **Restrictions**: Cannot access financial data unless authorized by Club Administrator

3.1.3 Player Accounts

- **Adult Players (18+)**: Self-registration with identity verification
- **Youth Players (13-17)**: Registration requires parental consent
- **Youth Players (Under 13)**: Account must be created and managed by Parent/Guardian
- **Features**: Training schedules, performance data, communication with coaches

3.1.4 Parent/Guardian Accounts

- **Eligibility**: Legal guardians of Youth Players
- **Features**: View child's activities, manage consent, communicate with coaches
- **Controls**: Ability to restrict data sharing and set privacy preferences

3.2 Registration Requirements

All Users must provide:

- Accurate, current, and complete information
- Valid email address and phone number
- Proof of relationship for Parent/Guardian accounts (where applicable)

3.3 Account Security

- Users are responsible for maintaining confidentiality of login credentials
- Minimum password requirements: 8 characters, 1 uppercase, 1 number, 1 special character
- Two-factor authentication (2FA) mandatory for Club Administrator and Coach accounts
- Immediate notification to DYF required upon unauthorized access detection

4. DATA PROTECTION AND PRIVACY

4.1 GDPR Compliance

DYF fully complies with the General Data Protection Regulation (EU) 2016/679 ("GDPR").

In collecting and processing your personal information via DYF Platform, DYF Corporation SA acts as a data controller. As such, we respect your privacy and are committed to full transparency with regard to how we collect, use, and share your personal data.

Please consult our privacy notice to learn of of how we process the personal data and personal information which we collect from you, which you provide to us, or which we may collect from other sources when using DYF Platform.

Data Protection Officer

Contact: dpo@dyf-football.com
Address: DYF Corporation SA, Carrefour de Rive 2, PO Box 3232, 1211 Geneva 3

4.2 Data Storage and Security

4.2.1 Infrastructure

- **Primary Data Centers**: Switzerland (ensuring Swiss Federal Data Protection Act compliance)
- **Cloud Infrastructure**: Amazon Web Services (AWS) Europe regions
- **Encryption**: AES-256 encryption at rest, TLS 1.3 in transit
- **Backup**: Daily automated backups with 30-day retention

4.2.2 Access Controls

- Role-based access control (RBAC)
- Principle of least privilege
- Regular access audits
- Employee background checks and confidentiality agreements

4.3 Special Provisions for Youth Players

4.3.1 Under 13 (U6-U12)

- No direct data collection from children
- All data managed through Parent/Guardian accounts
- No marketing communications to children
- Enhanced privacy settings by default

4.3.2 Ages 13-17 (U13-U17)

- Parental consent required for registration
- Parents have oversight rights
- Limited data sharing capabilities
- No targeted advertising

4.4 Data Retention

- Active accounts: Data retained for duration of account
- Inactive accounts: Notification after 2 years, deletion after 3 years
- Legal holds: Data preserved as required by law
- Youth Player data: Automatic review upon reaching age of majority

4.5 International Data Transfers

- EU-Switzerland adequacy decision applies
- Standard Contractual Clauses (SCCs) for other transfers
- No transfers to countries without adequate protection levels

5. PLATFORM USAGE AND CONDUCT

5.1 Acceptable Use Policy

Users agree to:

- Use the Platform solely for legitimate football training and management purposes
- Comply with all applicable laws and regulations
- Respect intellectual property rights
- Maintain professional conduct in all communications

5.2 Prohibited Activities

Users shall NOT:

- Share login credentials or allow unauthorized access
- Use the Platform for illegal gambling or match-fixing
- Upload malicious code or attempt to breach security
- Harvest or collect data about other users without consent
- Impersonate another person or entity

- Use the Platform to harm, abuse, or exploit minors
- Engage in discriminatory, harassing, or abusive behavior
- Violate any third-party rights

5.3 Content Standards

All uploaded Content must:

- Be accurate and not misleading
- Comply with applicable laws
- Not contain inappropriate material when Youth Players have access
- Respect privacy and dignity of individuals
- Not promote violence, discrimination, or illegal activities

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Platform Ownership

- DYF owns all rights, title, and interest in the Platform
- Including proprietary algorithms, training methodologies, and software
- The DYF trademark and logos are protected intellectual property

6.2 User Content

6.2.1 Ownership

- Users retain ownership of Content they create
- Training plans, tactical diagrams, and custom exercises remain User property
- Statistical data and analytics generated by the Platform belong to DYF

6.2.2 License Grant to DYF

By uploading Content, Users grant DYF:

- A worldwide, non-exclusive, royalty-free license to use, store, and display Content
- The right to create aggregated, anonymized data for service improvement
- The right to showcase success stories (with explicit consent)

6.2.3 License Grant to Club

- Players grant their Club access to performance data

- Coaches grant Clubs license to use training materials created during employment
- Scope limited to Club's internal football operations

6.3 Feedback and Suggestions

Any feedback provided to DYF becomes DYF property without compensation obligation

7. PAYMENT TERMS

7.1 Subscription Plans

- Various subscription tiers available for Clubs, Coaches, and Players
- Specific features and pricing available on pricing page
- Free and paid tiers offered
- Trial periods may be available

7.2 Billing and Payment

- Accepted payment methods displayed during checkout
- Automatic renewal for subscription plans
- All fees exclusive of applicable taxes
- Billing in currency specified at time of purchase

7.3 Refunds and Cancellations

- Refund policy displayed at time of purchase
- Cancellation effective per subscription terms
- No refunds for Terms violations resulting in termination

7.4 Club Financial Responsibility

Club Owners and Administrators are jointly and severally liable for all charges incurred under Club Accounts

8. SERVICE AVAILABILITY AND SUPPORT

8.1 Service Level Agreement

- Target uptime: 99.9% (excluding scheduled maintenance)
- Scheduled maintenance: Maximum 4 hours monthly, with 72-hour notice
- Emergency maintenance: As required for security or critical issues

8.2 Support Services

- **Club Accounts**: Priority support, dedicated account manager
- **Coach Accounts**: Email and chat support during business hours
- **Player/Parent Accounts**: Community forum and email support
- Response times: Critical (4 hours), High (24 hours), Normal (72 hours)

8.3 Platform Modifications

DYF reserves the right to:

- Add, modify, or remove features
- Change system requirements
- Discontinue services with 90-day notice for paid features

9. LIABILITY AND INDEMNIFICATION

9.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- DYF's total liability shall not exceed fees paid in the preceding 12 months
- DYF is not liable for indirect, incidental, or consequential damages
- DYF is not liable for User Content or third-party actions
- DYF is not responsible for sports injuries or training outcomes

9.2 Platform Disclaimer

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED

9.3 User Indemnification

Users agree to indemnify and hold DYF harmless from claims arising from:

- Violation of these Terms
- Violation of applicable laws
- Infringement of third-party rights
- Disputes between Users
- Use of training methodologies or advice

9.4 Insurance Requirements

- Clubs must maintain appropriate liability insurance
- Evidence of insurance may be required upon request

10. TERMINATION

10.1 Termination by User

- Users may terminate accounts at any time through account settings
- Clubs must provide 30-day notice for account closure
- Data export available for 60 days post-termination

10.2 Termination by DYF

DYF may suspend or terminate accounts for:

- Material breach of Terms (immediate termination)
- Non-payment (30-day cure period)
- Fraudulent or illegal activity (immediate termination)
- Extended inactivity (90-day notice)

10.3 Effect of Termination

Upon termination:

- Access to Platform immediately ceases
- Licenses granted to DYF survive for legal/operational purposes
- Payment obligations for services rendered remain
- Data deletion per retention policy

11. DISPUTE RESOLUTION

11.1 Informal Resolution

Parties agree to attempt good faith resolution before formal proceedings

11.2 Mediation

If informal resolution fails, mandatory mediation under Swiss Chamber of Commerce rules

11.3 Arbitration

- Binding arbitration in Zurich, Switzerland

- Swiss Rules of International Arbitration apply
- Language: English
- One arbitrator for claims under EUR 100,000, three arbitrators above

11.4 Exceptions

The following are excluded from arbitration:

- Injunctive relief for IP infringement
- Claims related to child safety
- Small claims court matters

12. GOVERNING LAW AND JURISDICTION

12.1 Governing Law

These Terms are governed by Swiss Federal Law, without regard to conflict of law principles

12.2 Jurisdiction

Subject to arbitration provisions, exclusive jurisdiction vests in courts of Zurich, Switzerland

12.3 Compliance with Local Laws

Users are responsible for compliance with local laws in their jurisdiction

13. SPECIAL PROVISIONS FOR MINORS

13.1 Age-Appropriate Design

- Platform features adapted to user age group
- Enhanced safety features for Youth Players
- Age-appropriate privacy defaults

13.2 Parental Controls

Parents/Guardians can:

- Monitor all Platform activity
- Restrict communication features
- Control data sharing settings
- Request account deletion

13.3 Coach-Player Communications

- All communications logged and reviewable
- Group communications preferred over individual
- Parents copied on individual messages to players under 16

13.4 Safeguarding

- Mandatory background checks for Coaches
- Reporting mechanisms for concerns
- Cooperation with child protection authorities

14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement

These Terms constitute the entire agreement between parties

14.2 Severability

If any provision is invalid, remaining provisions continue in full force

14.3 Waiver

No waiver effective unless in writing and signed by waiving party

14.4 Assignment

- Users may not assign rights without DYF consent
- DYF may assign rights in connection with merger or acquisition

14.5 Force Majeure

Neither party liable for delays due to circumstances beyond reasonable control

14.6 Notices

- To DYF: legal@dyf-football.com
- To Users: Email address associated with account

14.7 Language

These Terms are drafted in English. Translations for convenience only.

15. CONTACT INFORMATION

DYF Platform Operations

- General Inquiries: support@dyf-football.com
- Legal Department: legal@dyf-football.com
- Data Protection Officer: dpo@dyf-football.com
- Phone: +41 22 310 45 35
- Address: Carrefour de Rive 2, P.O. Box 3232, 1211 Geneva 3, Switzerland

Emergency Support

- Critical Issues: emergency@dyf-football.com
- 24/7 Hotline: +41 22 310 45 35

APPENDICES

Appendix A: Subscription and Service Information

A.1 Subscription Categories

The DYF Platform offers various subscription tiers to meet different user needs:

Account Types Available:

- **Club Accounts**: For professional clubs, academies, and football organizations
- **Coach Accounts**: For individual coaches and trainers
- **Player Accounts**: For individual players (free and premium options)
- **Parent/Guardian Accounts**: For managing youth player accounts

A.2 General Subscription Terms

Subscription Features:

- Different tiers offer varying levels of features and access
- Free trials may be available for certain subscription types
- Premium features require active paid subscription
- Feature availability depends on subscription level

Account Limits:

- Each subscription tier has defined limits for:
    - Number of teams
    - Number of users

    - Storage capacity
    - Feature access
- Specific limits displayed during account registration

A.3 Payment Processing

General Payment Terms:

- Subscriptions billed on recurring basis (monthly or annually)
- Payment required in advance
- Automatic renewal unless cancelled
- Prices subject to change with notice
- Applicable taxes added at checkout

Accepted Payment Methods:

- Payment methods vary by region
- Available options displayed during checkout
- Secure payment processing
- PCI DSS compliant

A.4 Subscription Management

User Rights:

- View current subscription status in account settings
- Upgrade or downgrade subscription tier
- Cancel subscription (effective at end of billing period)
- Export data before cancellation

Changes to Subscriptions:

- Upgrades take effect immediately
- Downgrades effective at next billing cycle
- Pro-rated charges may apply
- Feature access adjusted based on new tier

A.5 Free Accounts

Free Tier Limitations:

- Limited features and functionality
- May include advertisements
- Lower priority support
- Storage and user limits apply
- Upgrade available at any time

A.6 Refund and Cancellation Policy

Cancellation:

- Users may cancel subscription at any time
- Access continues until end of current billing period
- No partial refunds for unused time
- Data export available before account closure

Refund Eligibility:

- Refund policy varies by subscription type
- Terms displayed at time of purchase
- Discretionary refunds may be available
- Contact support for refund requests

Service Credits:

- May be issued for service disruptions
- Applied to future billing periods
- Non-transferable and non-refundable

A.7 Promotional Offers

Discounts and Promotions:

- Educational and non-profit discounts may be available
- Promotional codes subject to specific terms
- Limited time offers may apply

- Cannot be combined unless specified

Trial Periods:

- Free trial length varies by subscription type
- Full features during trial period
- Automatic conversion to paid subscription
- Cancellation required to avoid charges

Appendix B: Technical Requirements

B.1 Web Application Requirements

B.1.1 Desktop Browsers (Recommended)

- **Chrome**: Version 90 or higher
- **Firefox**: Version 88 or higher
- **Safari**: Version 14 or higher (macOS only)
- **Edge**: Version 90 or higher
- **Opera**: Version 76 or higher

B.1.2 Minimum System Requirements

- **Operating System**:
    - Windows 10 or higher
    - macOS 10.14 (Mojave) or higher
    - Ubuntu 20.04 LTS or higher
    - Chrome OS (latest)
- **Hardware**:
    - Processor: 2 GHz dual-core or better
    - RAM: 4GB minimum, 8GB recommended
    - Storage: 500MB free space for cache
    - Display: 1366x768 minimum, 1920x1080 recommended
    - Graphics: WebGL 2.0 support required
- **Network**:

- Broadband internet: 10 Mbps minimum
- Video features: 25 Mbps recommended
- Latency: <100ms to nearest server
- Stable connection required for live features

B.1.3 Browser Settings

- JavaScript: Must be enabled
- Cookies: First-party required, third-party recommended
- Pop-ups: Allow for dyf-football.com
- WebRTC: Enabled for video calls
- Local Storage: Minimum 100MB available

B.2 Mobile Application Requirements

B.2.1 iOS Requirements

- **Version**: iOS 13.0 or later
- **Devices**:
  - iPhone 7 or newer
  - iPad (6th generation) or newer
  - iPad Air 2 or newer
  - iPad Pro (all models)
- **Storage**: 200MB for app + cache
- **Features requiring newer devices**:
  - AR tactical board: iPhone X or newer
  - Live tracking: GPS-enabled devices only

B.2.2 Android Requirements

- **Version**: Android 8.0 (API level 26) or higher
- **RAM**: 2GB minimum, 4GB recommended
- **Storage**: 200MB for app + cache
- **Processor**: ARMv8 or higher

- **Google Play Services**: Required for full functionality
- **Screen**: 5.0" minimum recommended

B.2.3 Mobile Network Requirements

- **Minimum**: 4G LTE connection
- **Recommended**: 5G or Wi-Fi
- **Offline Mode**: Limited features available
- **Data Usage**:
    - Basic use: ~50MB/month
    - With video: ~500MB/month
    - Live features: ~1GB/month

B.3 Specialized Features Requirements

B.3.1 Footboard (Tactical Board)

- WebGL 2.0 support
- Hardware acceleration enabled
- Minimum 2GB GPU memory
- Touch screen for mobile devices
- Mouse/trackpad for desktop

B.3.2 Video Analysis

- **Upload formats**: MP4, MOV, AVI, MKV
- **Maximum file size**: 5GB per video
- **Codec support**: H.264, H.265
- **Bandwidth**: 50 Mbps for HD streaming
- **Processing time**: 1 minute per 10 minutes of video

B.3.3 Live Match Tracking

- **GPS accuracy**: 10 meters or better
- **Update frequency**: 1Hz minimum
- **Battery**: External power recommended

- **Concurrent connections**: Max 50 per match
- **Delay**: 3-5 seconds typical

B.3.4 API Integration

- **Authentication**: OAuth 2.0 or API key
- **Rate limits**: 1000 requests/hour
- **Protocols**: REST API over HTTPS
- **Formats**: JSON, XML (legacy)
- **Webhook support**: For real-time updates

B.4 Accessibility Requirements

B.4.1 Compliance Standards

- WCAG 2.1 Level AA compliance
- Section 508 (US) compliance
- EN 301 549 (EU) compliance

B.4.2 Assistive Technology Support

- **Screen Readers**:
    - JAWS 2021 or later
    - NVDA 2020.4 or later
    - VoiceOver (iOS/macOS)
    - TalkBack (Android)
- **Visual Aids**:
    - High contrast mode
    - Font size adjustment (50%-200%)
    - Color blind modes
    - Reduced motion options
- **Motor Accessibility**:
    - Keyboard navigation
    - Tab order optimization

    - Click target minimum 44x44px
    - Gesture alternatives

B.4.3 Language Support

- **Primary**: English, French, Spanish
- **Secondary**: German, Italian, Portuguese
- **RTL Support**: Arabic (planned)
- **Character Sets**: UTF-8 encoding

B.5 Security Requirements

B.5.1 Client-Side Security

- **TLS/SSL**: Version 1.3 minimum
- **Certificate**: Valid SSL certificate required
- **Password**: Minimum requirements enforced
- **2FA**: TOTP or SMS for sensitive accounts
- **Session**: 30-minute timeout default

B.5.2 Data Protection

- **Encryption**: AES-256 for stored data
- **Transmission**: All data encrypted in transit
- **Local Storage**: Encrypted on mobile devices
- **Biometric**: Optional for mobile app login

B.5.3 Network Security

- **Firewall**: No specific ports required
- **Proxy**: Compatible with corporate proxies
- **VPN**: Full compatibility
- **IP Restrictions**: Available for clubs

B.6 Performance Benchmarks

B.6.1 Page Load Times

- Initial load: <3 seconds

- Subsequent loads: <1 second
- API responses: <500ms
- Search results: <1 second

B.6.2 Concurrent Users

- Per club: 100 simultaneous users
- Per match: 500 viewers
- Platform total: 100,000 concurrent

B.6.3 Data Limits

- Session plans: 10,000 per account
- Players per club: 1,000 maximum
- Historical data: 10 years retained
- Export size: 1GB maximum

B.7 Troubleshooting Guide

Common Issues and Solutions:

1. **Login Problems**:
    - Clear browser cache and cookies
    - Disable browser extensions
    - Check firewall settings
    - Verify account status
2. **Video Upload Failures**:
    - Check file format and size
    - Ensure stable internet connection
    - Try different browser
    - Compress video if needed
3. **Slow Performance**:
    - Update browser to latest version
    - Close unnecessary tabs

- Check internet speed
- Disable hardware acceleration if issues

4. **Mobile App Crashes**:
    - Update to latest app version
    - Clear app cache
    - Reinstall app
    - Check device storage
5. **Feature Not Available**:
    - Verify subscription level
    - Check browser compatibility
    - Ensure JavaScript enabled
    - Contact support if persists

Appendix C: Platform Access Guidelines

C.1 User Access Levels

Coach Account Access:

- Coaches receive access based on their subscription tier
- No certification verification required by platform
- Clubs may set their own requirements for coaches
- Features available based on subscription level

C.1.2 Club Responsibilities

Coach Verification:

- Clubs are responsible for verifying coach qualifications
- DYF does not verify coaching certifications or diplomas
- Clubs may restrict platform features based on their own criteria
- Clubs maintain records of coach qualifications independently

C.2 Platform Features by Subscription

All Coach Features Determined by:

- Subscription tier selected

- Club authorization (if under club account)
- Payment status
- No certification requirements from DYF

C.3 Access Management

Individual Coaches:

- Self-select subscription level
- Access features based on payment
- No verification process required

Club-Affiliated Coaches:

- Access granted by Club Administrator
- Features determined by club subscription
- Club manages coach permissions

C.4 User Responsibilities

Coaches Must:

- Provide accurate registration information
- Maintain account security
- Use platform appropriately
- Comply with local regulations

Clubs Must:

- Manage their coach authorizations
- Ensure coaches meet their internal standards
- Handle any certification requirements independently

C.5 Disclaimer

DYF Platform:

- Does not verify coaching qualifications
- Does not endorse any specific certification
- Does not require certifications for access

- Provides tools only; not coaching certification

Legal Compliance:

- Users responsible for meeting local requirements
- Clubs responsible for coach qualification standards
- Platform access does not imply professional certification

C.6 Support and Resources

Available Support:

- Technical support for platform use
- Training materials and tutorials
- Community forums
- Customer service

Not Provided:

- Coaching certification programs
- Qualification verification services
- Professional coaching credentials
- Legal advice on coaching requirements

ACCEPTANCE

These Terms & Conditions will be presented to all users upon:

- Initial registration on the DYF website, web application, or mobile application
- First sign-in to the Platform
- When material changes are made to these Terms

By clicking the "I Agree" checkbox and proceeding with registration or sign-in, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

Users who do not accept these Terms will not be permitted to access or use the DYF Platform.

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This document is a proposal for legal review and should be examined by qualified legal counsel before implementation.