

New York City Cityzens Portal Terms of Use

Use of the Cityzens Portal is subject to these Terms of Use. Please therefore read these terms carefully before registering for, and using, the Cityzens Portal.

Ownership

The Cityzens Portal is operated and managed by New York City Football Club LLC (the “**Club**”). All of the content of the Cityzens Portal (which includes without limitation all graphics, text, images, photographs, illustrations, and the design, selection and arrangement thereof) are and shall remain the property of the Club, its affiliated companies and/or its licensors and is protected by copyright and/or trademark. Other proprietary trade marks and trade names may be featured on this Cityzens Portal from time to time and remain the property of their respective owners.

Access

The Cityzens Portal may only be accessed by supporters of the Club who are aged 13 and over and possess a current and valid Cityzen Membership (a “**Member**”). Please note that 2015 Seasoncard Holders (being holders of an electronic card which grants the holder access to all regular-season home games of the Club for the 2015 Season) who meet the age criteria are automatically entitled to Cityzen Membership as part of their benefits as a Seasoncard Holder.

Every Member and each Supporter who wishes to use the Cityzens Portal (each a “**User**”) must login using their Supporter ID number and personal password.

You shall be responsible for ensuring that you have in place at all times the equipment required to obtain access to the Cityzens Portal and that you pay all necessary access and usage fees.

Limited Licence; restrictions

You are granted a limited licence to download the materials contained on this Cityzens Portal to a single personal computer, and to print a hard copy of the materials contained on this Cityzens Portal, solely for personal, non-commercial use, and provided all copyright, trade mark and other proprietary notices are left intact. In all cases, the Club must be acknowledged as the source of the material. Use of the materials contained on this Cityzens Portal on any other internet site is strictly prohibited. The grant of this limited licence is conditional upon your agreement to and compliance with all these Terms of Use. Any other use of any of the materials on this Cityzens Portal including reproduction (for any purposes other than those noted above), modification, distribution or republication, without the prior written permission of the Club is strictly prohibited, and is a violation of the proprietary rights of one or all of the operators. If you download any software from this Cityzens Portal, the software, including any images or files incorporated in or generated by the software, and data accompanying the software (collectively, the “software”) are subject to the limited licence set out above. The operators and/or their respective suppliers (as the case may be) retain all right, title, interest and intellectual property rights in and to the software. You may not distribute, sell or transmit the software and you are not permitted to alter, modify or adapt the software including but not limited to translating, decompiling, reverse engineering, disassembling or creating derivative works of it.

Disclaimer

The Cityzens Portal and its contents are provided on an “as is” and “as available” basis without any representations or warranties of any kind, either express or implied. We may suspend access to the Cityzens Portal periodically to carry out emergency or scheduled maintenance or for any other reason at any time and we reserve the right to withdraw or amend any or all of the Cityzens Portal without notice. The Club disclaims all representations and warranties, including by way of example but not limitation, as to fitness for a particular

purpose, to the fullest extent permitted by applicable laws. In addition, the Club makes no representation or warranty that the information and/or facilities on or accessible via this Cityzens Portal are accurate, complete or current, or that this Cityzens Portal will be free of defects including, but not limited to, viruses or other harmful elements. The User of this Cityzens Portal assumes all costs arising as a result of the use of this Cityzens Portal.

Limitation of Liability

To the fullest extent permitted by applicable laws, none of the operators nor any of their respective directors, employees, affiliates or other representatives will be liable for any loss or damages (whether direct or indirect and whether caused by negligence or otherwise) arising out of or in connection with the use of, or inability to use, the materials in and/or facilities or services offered through this Cityzens Portal, including but not limited to, indirect, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties (even if any or all of the operators have been advised of the possibility of such loss or damages, or such loss or damages were reasonable foreseeable). If this clause is unenforceable in whole or in part in any jurisdiction due to relevant laws, then in no event shall the total liability to you of all the operators and their respective directors, employees, affiliates or other representatives for all damages, losses and claims (whether in contract, tort (including but not limited to, negligence), or otherwise) exceed the amount paid by you for accessing this Cityzens Portal. Nothing in this clause is intended to limit or exclude any liability that may not be excluded or limited by law.

Indemnification

You agree to defend, indemnify and hold harmless all of the operators and their respective directors, officers, employees and agents from and against all liabilities, claims, damages costs and expenses, including attorneys' fees arising out of your use of the Cityzens Portal; any material you post, upload, email or otherwise transmit using the Cityzens Portal; or your breach or alleged violation or breach of these terms of use.

Children under 18

If you are under 18, you must ask your parents or a guardian before you:

- Email the Cityzens Portal or ask us to email anything to you;
- Send information to us;
- Enter any content or game that requires information about you or offers a prize;
- Post any information;
- Redeem anything online.

By continuing to use this Cityzens Portal and any of the services offered, you are confirming that you have received the consent of your parents or guardian.

Facilities and Services; Games, Auctions, Competitions, Prize Draws and Social Media

The Club currently offers Members the opportunity to earn and redeem "City Points" in accordance with the City Points table available at <http://www.nycfc.com/cityzens>. Before using this service, you are directed to read the Club's Cityzen Membership T&Cs available in <http://www.nycfc.com/cityzens>.

The Club may run competitions, auctions, games and/or prize draws on the Cityzens Portal from time to time which are open to Members and which will be subject to these Terms of Use and may be subject to additional terms and conditions of entry (including age and geographical restrictions). Users of the Cityzens Portal must read through any applicable additional terms before entering any of these competitions or other contests.

The Club may offer Members the opportunity, by opting to link their social media accounts to the Cityzens Portal, to earn City Points by interacting with New York City FC official accounts on social media. **Please note that by opting to link your social media account, you acknowledge that your social media behavior may be tracked by the Club.**

Fan Content

The Cityzens Portal may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content (“**Fan Content**”), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload Fan Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

You confirm that any Fan Content that you submit is your own original work, is not defamatory or unlawful and does not infringe anyone else's rights (including privacy rights) and that it complies with these Terms of Use. You also confirm that you have the consent of anyone who is identifiable in your Fan Content or the consent of their parent/guardian if they are under 18 years of age.

We do not claim ownership to your Fan Content; however, by submitting Fan Content to the Club, Users agree to waive any moral rights in that Fan Content and to grant the Club a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available and otherwise exploit such Fan Content, in whole or in part, in all media formats and channels now known or hereafter devised, in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity.

The Club will have the right but not the obligation to monitor, screen, post, modify, store and review all Fan Content submitted and reserves the right to refuse to publish or remove any Fan Content for any reason in including if it deems such Fan Content to be deems offensive, obscene, inappropriate, defamatory, distasteful or which contains a virus or harmful component or infringes or violates any right of any third party.

If you are a parent / legal guardian and you wish to report any inappropriate Fan Content or Fan Content that has been submitted by your child without your consent, please contact the Club by sending an email to cityzens@nycfc.com.

Copyright Infringement Notification Procedures

In accordance with the U.S. Digital Millennium Copyright Act (“DMCA”), if you own the copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting of Fan Content or other content on the Cityzens Portal, then you may send us a written notice that includes all of the following:

- i. a subject line that says: "DMCA Copyright Infringement Notice";
- ii. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii. a description of the material that you claim is infringing or is the subject of infringing activity, and information reasonably sufficient to permit us to locate the material (please include the URL where the material appears);

- iv. your full name, address, telephone number and e-mail address;
- v. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- vi. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- vii. your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), your name typed followed by “//s//”, which will serve as your electronic signature.

The Club will only respond to DMCA notices that it receives by mail, e-mail or facsimile at the addresses below:

By Mail: Emma Burrows emma.burrows@nycfc.com

Attention: Intellectual Property Team

By E-Mail: Emma Burrows emma.burrows@nycfc.com

If your content has been removed, you will be provided an opportunity to submit a counter-notification should you wish to have the content restored. Whether your copyright has been infringed is a legal question that is not decided by the Club. By removing or disabling content pursuant to a DMCA notice, or re-enabling access to such content pursuant to a DMCA counter-notification, the Club is complying with its obligations under the DMCA and is not deciding the merits of the copyright dispute.

Suspension and termination

If any of these Terms of Use are breached, we may decide to take all or any of the following actions:

- immediate, temporary or permanent withdrawal of the right of the User to use the Cityzens Portal;
- immediate, temporary or permanent removal of any posting or material uploaded by the User to the Cityzens Portal; and/or
- take any further reasonable action as we feel may be required in the circumstances.

We reserve the right at any time or for any reason to stop offering or to terminate the User’s Cityzen Membership and to stop operating the Cityzens Portal.

Links from this Cityzens Portal

This Cityzens Portal may contain links to other internet sites on the world wide web. We provide such links for your convenience only and we are not responsible for the content in any site linked to from this Cityzens Portal. We disclaim all warranties express or implied as to the accuracy, legality, reliability or validity of any content on any other such site and that such sites will be free of viruses or other harmful elements.

Amending the Terms of Use and the Cityzens Portal

We may add to, change or remove any part of these terms of use and privacy policy at any time, without notice. Any changes to these Terms of Use or privacy policy or any terms shown on this Cityzens Portal apply as soon as they are shown. By continuing to use this Cityzens Portal after the changes are posted, you are indicating your acceptance of those changes. It is therefore your responsibility to check these Terms of Use and privacy policy each time you use this Cityzens Portal, so that you can take note of any amendments we may make.

We may add, change, discontinue, remove or suspend any other content displayed on this Cityzens Portal including features and specifications of products and services described or depicted on this Cityzens Portal, temporarily or permanently, at any time, without notice and without liability. You will not be eligible for any compensation because you cannot use any part of the Cityzens Portal or because of a failure, suspension or withdrawal of all or part of the Cityzens Portal for any reason.

Safety

When using the Cityzens Portal, you should always take appropriate precautions to preserve your safety, including but not limited to keeping your identity and password private, not giving out your full name, postal address, telephone number, e-mail address, the name of your workplace or any other information that could help someone to discover your actual identity (other than information which is specifically requested by us), and not replying to any messages that are hostile, rude or inappropriate, or in any way make you feel uncomfortable.

Governing Law and Forum

- 1.1. Those who choose to access this Cityzens Portal do so that their own risk and on their own initiative and are responsible for compliance with all applicable local laws. These terms of use shall be governed by and construed in accordance with the laws of New York, without regard for its choice or conflict of laws principles. Any dispute arising out of or relating to these terms of use or your use of the Cityzens Portal ("Dispute") shall be subject to the exclusive jurisdiction of the federal or state courts located in New York City, Borough of Manhattan, and by using this Cityzens Portal, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections as to jurisdiction or venue in such courts.

Miscellaneous

A failure by us in exercising our rights or remedies which arise under these Terms shall not be a waiver of that right or remedy. Any waiver of any provision of these terms of use must be in writing signed on behalf of the Club to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms of use to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.

Contacting us

If you have any queries in respect of these Terms of Use, please contact cityzens@nycfc.com.