



TERMS AND CONDITIONS

Article 1: General

The following Terms and Conditions (“Terms and Conditions”) apply to the use of the website (www.drcdatabase.com) and to the use of all information, software, function, graphics, content and any other material contained on our website and the project (“DRC Database”) as well as all concluded agreements with DRC Database.

The user of DRC Database can be described as the (legal) person who concluded an agreement with DRC Database in order to make use of the provided services of DRC Database for an official subscription (“Subscriber”).

The agreement between DRC Database and Subscriber will be concluded by these Terms and Conditions and the other conditions in the confirmation of sale. The agreement will be concluded for the duration of one year and will be tacitly prolonged after one year for the duration of one year, unless Subscriber cancelled the subscription in conformity with the two months’ notice as stated in these Terms and Conditions.

By using this website and its contents, Subscriber agrees to abide by these Terms and Conditions which shall be binding on Subscriber, Subscriber’s successors and assigns.

Our website and the contents are provided by DRC Database, Kenaupark 16 (2011 MT) Haarlem, The Netherlands, and are intended for the use and benefit of regulatory compliance professionals in the judicial services industry.

Article 2: Usage

Subscriber agrees to use the website and the contents only for internal or informational purposes or as specifically authorized in these Terms and Conditions and elsewhere on our website. Use for any other purpose is prohibited. The members of DRC Database may seek any available legal remedy or take any reasonable business steps to prevent the unauthorized use of, or access to, our website, and to prevent access to users who violate these Terms and Conditions. DRC Database’s remedies include the right to seek equitable relief.

Subscriber may print or copy the contents of the website for your information and education only. Any re-use or distribution of the contents for commercial use is strictly prohibited. Subscriber may not use any of the contents of our website for any illegal or unauthorized purposes. The usage of the DRC Database is strictly personal and cannot be transferred to other parties. When Subscriber shares his/her account information with a third party, DRC Database can exclude Subscriber from the usage of DRC Database, without refunding the amount paid by this Subscriber for the ongoing year.

DRC Database will be available for use 24 hours per day, 7 days per week. Notwithstanding the foregoing, DRC Database reserves the right to shut down the website without prior notice to resolve any technical issues that may arise at any time as determined in DRC Database’s sole and absolute discretion.



Article 3: Registration and Passwords

Some sections of the website are only available to Subscriber after registration as required on the website. Subscriber agree to provide true, accurate, complete and current information about Subscriber when registering and to update the information as needed to keep it true, accurate, complete and current. By registering, Subscriber agrees to these Terms and Conditions and agrees to allow DRC Database to collect registration information and allow DRC Database to track the usage of Subscriber of this website in order to help DRC Database improve the services DRC Database provides. Subscriber further agrees to allow DRC Database to periodically send promotional email about our website, about DRC Database's services and the services of its affiliated companies and business partners.

Upon Subscriber's request, DRC Database will cancel the registration, thereby removing Subscriber and registration information from DRC Database and terminating Subscriber's access to selected sections of this website. Upon cancellation of Subscriber's registration, it is important to know that Subscriber will no longer receive email contact from DRC Database as provided through this website.

To request a cancellation of your registration or to update Subscriber's registration information, please contact info@drcdatabase.com. If DRC Database has reason to believe the registration information is not true, accurate, complete or current, DRC Database reserves the right to terminate the registration and refuse any and all future use of the website or the contents.

To use certain sections of the website, Subscriber will need a user name and password, which Subscriber will select as part of the registration process. Subscriber acknowledges that DRC Database reserves the right to refuse to grant Subscriber a user name that is already in use, may be illegal, may be protected by trademark or other proprietary interest, is obscene or profane or otherwise determined by DRC Database, in its sole discretion, to be inappropriate. Subscriber agrees to be responsible for all acts and omissions that occur in connection with your password. It is Subscriber's responsibility to maintain the confidentiality of the password and is responsible for all activities that occur under Subscriber's name and password. Subscriber agrees to immediately notify DRC Database of any unauthorized use of his/her password or any other breach of security. DRC Database is not and will not be responsible for any loss or damage resulting from Subscriber's failure to protect the user name and password.

Article 4: Liability

The content of DRC Database is solely meant for general legal guidance only and should not be relied upon as a substitute for specific legal, financial and/or other advice/procedures. DRC Database can therefore not be held liable for damages arisen from the usage of DRC Database. Before using or acting upon any contents on this website, Subscriber is advised to seek the advice of an attorney, accountant or other appropriate professional to determine: (i) if the contents apply to your particular circumstances, and (ii) the sufficiency of the contents for Subscriber's unique legal, accounting or other needs. DRC Database shall not be responsible for any failure to perform, or delay in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond DRC Database's control.

Article 5: Limitation of Actions

Any rights of action and other rights against DRC Database in connection with the services rendered by it will expire at any rate one year after the date on which the party concerned became aware of or could reasonably have become aware of the existence of those rights.



Article 6: Financial Contribution

Unless agreed otherwise in writing, Subscriber is obliged for its use of DRC Database to pay DRC Database a yearly fee of € 350. VAT (Value Added Tax) will be added to subscribers' usage of DRC Database. Only if and insofar as VAT is due under the prevalent fiscal laws. DRC Database is in such cases required to apply the appropriate Value Added Tax (VAT) and any applicable tax is clearly itemized on Subscriber's invoice.

Article 7: Accounts

As a rule, the time for payment is fourteen (14) days from the date of the invoice. If payment is not made within this time, DRC Database may, without further notice, exercise its right to charge and receive statutory interest. DRC Database has the right to suspend the use of DRC Database by Subscriber in case he/she will not fulfill with its obligation to pay the invoice.

Article 8: Termination

During the period of usage by Subscriber parties are entitled to terminate the contract with a period notice of two months. After this period of usage the contract will be tacitly prolonged.

Article 9: Copyright

DRC Database has the exclusive copyright on all items, documents and other texts in DRC Database. Subscribers are – unless DRC Database has given a written consent – prohibited to copy or exploit the copyright protected materials in any way. Should Subscribers nonetheless chose to infringe this copyright in any way, on any scale, DRC Database can take on legal actions, without further notice, and payment of damages will be due.

Article 10: Extracts Decisions

The content in DRC Database only contains extracts of the English published decisions of the FIFA DRC published on the website of FIFA. Extracts of the Spanish, French and German decisions of the FIFA DRC as well as decisions of FIFA which are under construction and therefore not be available, are excluded from DRC Database. Reference to these excluded decisions will be made in the extracts concerned.

Article 11: Abbreviations

The preamble on the website of DRC Database contains a list of relevant abbreviations to which is referred to in the extracts of the decisions of the DRC. DRC Database cannot be held liable for any damages caused by faulty abbreviations or other references.

Article 12: Up to date

The members of DRC Database will do its utmost best to keep DRC Database up to date. However, it must be noted that the members of the DRC Database are dependent on FIFA. Possible delay in updating the Database can therefore not lead to any claims or postponement of payments by users. DRC Database monitors the contents, use, and user comments regarding this website. DRC Database may make improvements, updates or changes to this website and the contents at any time without notice to the users.



Article 13: Objectivity Information

The members of DRC Database made extracts of all decisions published on the website of FIFA and tried to avoid any personal comments within the extracts. Personal comments however are inserted in the so-called section "commentary". It should however be noted that all legal documents are open for interpretation. Therefore, extracts may contain information the FIFA DRC did not intend to maintain. DRC Database cannot be held liable for any damages caused by these misinterpretations. The members of DRC Database welcome any suggestions or comments concerning these interpretations.

DRC Database also welcomes other comments and ideas, including ideas for new DRC Database services, improvements to existing DRC Database services, and improvements to this website and its contents. DRC Database carefully reviews and considers any comments and ideas, but is unable to implement all of them.

Article 14: Decisions FIFA

The content of DRC Database is based on the decisions on the website of FIFA and the members of DRC Database are therefore dependent on FIFA's publication. In case FIFA decides to stop publication of decisions of the DRC, DRC Database cannot be held responsible for any loss of damage resulting from this decision of FIFA towards the client.

Article 15: Links to Third Party Sites

Our website includes links to other websites which are not owned, operated, or controlled by DRC Database. DRC Database provides you with such links solely for your convenience and relevant information. The inclusion of such links does not mean or imply that DRC Database endorses the linked sites, their contents, or any products or services described or sold on them. DRC Database is not responsible for the contents or use of any linked site or any link contained in a linked site. DRC Database is not responsible for making changes or updates to any such sites.

Article 16: Applicable Law and Jurisdiction

The legal relationship between DRC Database and Subscriber is governed exclusively by the laws of the Netherlands. Any disputes which may arise from the legal relationship between Subscriber and DRC Database will be exclusively submitted to the competence of the Dutch court in Amsterdam. DRC Database, as claimant, has the option to submit a dispute to any court that has jurisdiction in the absence of this provision.

Article 17: Modification

DRC Database reserves the right to modify all terms and conditions. Subscriber is therefore encouraged to review these terms and conditions from time to time. Any modifications shall be effective when issued and shall apply to any orders, licenses, and subscriptions commenced following the publications of any such modifications. By continuing to use this website after modifications have been made to these Terms and Conditions, Subscriber accepts the modifications made to these Terms and Conditions.

If any term or provision of these Terms and Conditions is held to be invalid, void or unenforceable by a court or arbitrators of competent jurisdiction, the remainder of these Terms and Conditions will not be affected, impaired or invalidated and each remaining term or provision will be valid and enforceable to the fullest extent permitted by law.



Article 18: Filing

These General Terms and Conditions are filed at the office of the DRC Database, Kenaupark 16 (2011 MT) Haarlem, The Netherlands.