



MFC Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

WE DRAW YOUR ATTENTION SPECIALLY TO THE “PURCHASING DIGITAL CONTENT” SECTION SETTING OUT THE TERMS FOR PURCHASING LIVE AUDIO AND VIDEO STREAMING AND OTHER DIGITAL CONTENT VIA THIS WEBSITE.

WHO WE ARE AND HOW TO CONTACT US

www.mfc.co.uk is a website operated by Middlesbrough Football & Athletic Club (1986) Limited (“We”). We are registered in England and Wales under company number 01947851 and have our registered office at Riverside Stadium, Middlesbrough, TS3 6RS.

To contact us, please email supporters@mfc.co.uk or telephone 01642 757640 or via our online Contact Us Form at <https://www.mfc.co.uk/club-community/club/contact-us>.

BY USING OUR WEBSITE YOU ACCEPT THESE TERMS

By using our website, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these terms, you must not use our website. We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These Terms of Use refer to the following additional policies, which also apply to your use of our website:

- Our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our [Cookie Policy](#), which sets out information about the cookies on our website.

ACCEPTABLE USE - PROHIBITED USES

You may use our website only for lawful purposes. You may not use our website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;



MFC Website Terms of Use

- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to 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.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our website in contravention any of the provisions of these terms;
- not to access without authority, interfere with, damage or disrupt:
 - any part of our website;
 - any equipment or network on which our website is stored;
 - any software used in the provision of our website; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our website, including, without limitation live audio and video streaming services.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered. We are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards.

We understand that children and young people under the age of 14 years (“Children”) may visit our Website. Children may need their parent or guardian’s permission to use or access certain areas of our Website or receive certain information through the Website. Children may also be asked to confirm they have that permission and we reserve the right to verify parental or guardian consent where required.



MFC Website Terms of Use

We advise parents who permit their Children to use an interactive service that it is important that they communicate with their Children about their safety online. Children who are using any interactive service should be made aware of the potential risks to them.

We do not actively market to Children. If you are under 14 year you should not register for an MFC Digital Account, register for any subscription or restricted areas on our Website or sign up to receive marketing communications.

If you are 14 - 15 years you can register for an MFC Digital Account, register for any subscription or restricted areas and sign up to receive marketing communications from the Club, but not from any

Club Partners. To register you will need to tell us your name, email and date of birth. We will only use this information to set up and manage your MFC Digital Account and send you information you have asked for like newsletters and offers from the Club.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our Website (contributions), and to any interactive services associated with it.

You must comply with the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;



MFC Website Terms of Use

- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any such contribution does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to the authorities if a third party is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards.

You are solely responsible for securing and backing up your content.



MFC Website Terms of Use

PURCHASING DIGITAL CONTENT (INCLUDING LIVE AUDIO AND VIDEO CONTENT)

Please read these terms in this section carefully before you submit your order for digital content to us. These terms tell you how we will provide digital content to you.

You can contact us by telephoning at 01642 757640 or by writing to us at supporters@mfc.co.uk or Supporter Services, Riverside Stadium, Middlesbrough, TS3 6RS.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

OUR CONTRACT WITH YOU

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

If we are unable to accept your order, we will inform you of this and will not charge you for the digital content.

OUR RIGHTS TO MAKE CHANGES

We may change the digital content:

- to reflect changes in relevant laws and regulatory requirements;
- to implement minor technical adjustments and improvements; and
- to update the digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

PROVIDING THE DIGITAL CONTENT

If it is a one-off purchase of digital content, We will make the digital content available for you as soon as the digital content goes live.

If the order is a seasonal subscription to receive digital content, We will supply the digital content to you as it becomes available until the end of the relevant season.



MFC Website Terms of Use

We are not responsible or liable for delays or interruption to, or the quality of the digital content or for any change in date or time that the digital content becomes available to you. No refund will be due in respect of seasonal subscriptions if you miss or do not stream any of the digital content during the relevant season.

An event beyond the control of MFC resulting in the Club being unable to provide the streaming service, whether for a match or more, generally will not amount to a breach of contract by MFC and will not give rise to any liability to provide you with any compensation or other remedy.

What will happen if you do not give required information to us. We may need certain information from you so that we can supply the digital content to you, for example, your payment details and billing address and you must be logged into your MFC Digital Account to access the digital content. If you do not give us this information, or if you give us incomplete or incorrect information, we will not be responsible for supplying the digital content to you.

Reasons we may suspend the supply of digital content to you. We may have to suspend the supply of digital content to:

- deal with technical problems or make minor technical changes;
- update the digital content to reflect changes in relevant laws and regulatory requirements;
- if you do not pay when you are supposed to; or
- you do not comply with the Website Terms of Use.

YOUR RIGHTS TO END THE CONTRACT

Exercising your right to change your mind (Consumer Contracts Regulations 2013).

You do not have a right to change your mind in respect of digital content after you have started to download or stream it. You have fourteen (14) days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming to cancel your order by:

(a) Phone or email. Call on 01642 757640 or email us at supporters@mfc.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.



MFC Website Terms of Use

(b) By post. Put in writing your cancellation request and post it to us at Supporter Services, MFC, Riverside Stadium, Middlesbrough, TS3 6RS, including details of what you bought, when you ordered it and your name and address. Your cancellation request in writing must reach us within fourteen (14) days of the date of the order confirmation email from us to qualify for cancellation.

If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

If any refund is due, we will make any refunds to you as soon as possible and no later than, fourteen (14) days of you telling us you have changed your mind as set out above.

OUR RIGHTS TO END THE CONTRACT

We may end the contract if you break it. We may end the contract for the digital content at any time by writing to you if:

- you do not make any payment to us when it is due; or
- you do not provide us with information that is necessary for us to provide the digital content; or
- you do not comply with the Website Terms of Use.

PRICE AND PAYMENT

You must pay for the digital content before you stream it.

Where to find the price for the digital content. The price of the digital content (which includes VAT) will be the price indicated on the order pages when you placed your order.

When you must pay and how you must pay. Payment, which can be made by credit or debit card, is processed on our behalf via a company called **Stream UK Media Services Limited** a company incorporated and registered in England with company number 04206916 whose registered address is 27/28 Angel Gate, London, EC1V 2PT.



MFC Website Terms of Use

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us:

- to set up your MFC Digital Account and login;
- supply the digital content to you;
- to process your payment for the digital content via Stream AMG; and
- if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

For more information on how We process your personal information please see our [Privacy Notice](#)

OTHER IMPORTANT TERMS

The rights under this Agreement are personal to you and cannot be transferred without our prior written consent.

Nobody else has any rights under this contract. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms through your use of our website. When a breach of this policy has occurred, we may take such action as we deem appropriate.



MFC Website Terms of Use

Failure to comply with these terms constitutes a material breach of the Terms of Use upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms of Use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time.

WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our website from time to time at our discretion.

WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Unless otherwise stated, Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal but this is not always possible.

You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and Policies, and that they comply with them.



MFC Website Terms of Use

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at supporters@mfc.co.uk

HOW YOU MAY USE MATERIAL ON OUR WEBSITE

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal, non-commercial use and you may draw the attention of others to content posted on our website.

You must not modify, reproduce, distribute or republish the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us and/or our licensors as appropriate.

If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.



MFC Website Terms of Use

DO NOT RELY ON INFORMATION ON THIS WEBSITE

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources and accept no responsibility for them nor any loss or damage that may arise from your use of them.

USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on supporters@mfc.co.uk

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Please note that we only provide our website and digital content for domestic and private use. You agree not to use our website or digital content for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.



MFC Website Terms of Use

We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any digital content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website or digital content; or
- use of or reliance on any content displayed on our website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our website or digital content will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our site is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.



MFC Website Terms of Use

RULES ABOUT LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms.