

# General Terms of Use My Feyenoord

Version January 5, 2024

These terms and conditions apply to the creation and use of a My Feyenoord account via the official Feyenoord website and via the official Feyenoord app.

## **Artikel 1. Use of the Service**

- 1.1. To be able to use your 'My Feyenoord' account, you need to register yourself via the Feyenoord website or app. To access the Feyenoord app, you will need to download the Feyenoord app from the relevant app store on your device. The Feyenoord app is free of charge and we reserve the right to change that at any time.
- 1.2. You must protect access to your account from unauthorized persons by means of a password. The password must be kept strictly confidential. Feyenoord can assume that everything that happens from your account after logging in with your password is done under your direction and supervision. You are liable for all these actions.
- 1.3. Your My Feyenoord account is personal. It is not permitted to transfer your account or give it as a gift to third parties, or to have it used in any other way by third parties or to make it available to third parties.
- 1.4. Your personal data is processed with a My Feyenoord account. Please refer to Feyenoord's privacy statement via [www.feyenoord.nl/privacy](https://www.feyenoord.nl/privacy) for more information.

## **Artikel 2. Rules of use**

- 2.1. You are prohibited from using your My Feyenoord account in violation of these General Terms of Use, the Dutch or other applicable laws and regulations. Feyenoord may impose additional conditions on the use of your account via the website or Feyenoord app. You must comply with these General Terms of Use and any additional terms and conditions on the website or in the Feyenoord app.
- 2.2. If Feyenoord finds that you are in breach of the terms and conditions set out in Article 2.1, or Feyenoord receives a complaint about this, Feyenoord may intervene to put an end to the violation.
- 2.3. If, in Feyenoord's opinion, nuisance, damage or any other danger arises to the functioning of the computer systems or the network of Feyenoord or third parties and/or of the services provided via the internet, Feyenoord is entitled

to take all measures it reasonably deems necessary to avert or prevent this danger.

- 2.4. Feyenoord is at all times entitled to report any criminal offences that have been established. Furthermore, Feyenoord is entitled to provide your name, address, IP address and other identifying data to a third party who complains that you are infringing their rights or these General Terms of Use, provided that the accuracy of that complaint is reasonably plausible, there is no other way to obtain this data and the third party has a clear interest in providing the data.
- 2.5. Feyenoord can recover damages from you as a result of violations of these General Terms of Use.

### **Artikel 3. Availability and maintenance**

- 3.1. Feyenoord makes every effort to ensure that your My Feyenoord account is available, but does not guarantee uninterrupted availability.
- 3.2. Feyenoord actively maintains the account environment. Maintenance can take place at any time, even if it may lead to a limitation of availability. Maintenance will be announced in advance if possible.
- 3.3. Feyenoord may, from time to time, modify, suspend or terminate the functionality of your My Feyenoord Account. Your feedback and suggestions are welcome, but in the end, Feyenoord decides for itself which adjustments to make or not.

### **Artikel 4. Intellectual Property**

- 4.1. All intellectual property rights, including but not limited to copyright, in and in connection with the information on the Feyenoord website, in the Feyenoord app and in relation to your My Feyenoord account, vest in Feyenoord. All content made available may not be modified, copied, made available, or otherwise used in any way without the prior written consent of Feyenoord, except in cases where this is permitted by law.
- 4.2. Your My Feyenoord account contains technical security measures developed and installed by Feyenoord and/or third parties. It is in no way permitted to circumvent these measures or otherwise render them unusable.

### **Artikel 5. Liability and force majeure**

- 5.1. Except in the case of intent or deliberate recklessness and only to the extent permitted by law, Feyenoord's liability is limited to the actual damage suffered and demonstrable damage attributable to Feyenoord, up to a maximum of the amount paid out by Feyenoord's insurance.

- 5.2. To the extent permitted by law, Feyenoord is expressly not liable for indirect damages, consequential damages, lost profits or lost savings.
- 5.3. A condition for the existence of any right to compensation is that you report the damage to Feyenoord in writing as soon as possible after discovery.
- 5.4. In the event of force majeure, Feyenoord is never obliged to fulfil its obligations or to compensate you for any damage caused to you as a result. Force majeure includes disruptions or failures of the internet, telecommunications infrastructure, power failures, domestic disturbances, mobilisation, war, transport disruptions, strikes, lockouts, business disruptions, stagnation in supply, fire and flooding.

**Artikel 6. Costs, duration and cancellation**

- 6.1. There are no costs associated with creating and using your My Feyenoord account, unless Feyenoord decides otherwise (see also article 7).
- 6.2. When you create a My Feyenoord account, you enter into an agreement with Feyenoord. This agreement is valid for an indefinite period of time, until you or Feyenoord cancel or terminate the account.
- 6.3. Feyenoord may cancel or terminate the agreement if you have not used your My Feyenoord account for eighteen months. In that case, Feyenoord will first send a reminder email to the email address linked to your account.

**Artikel 7. Changes to prices and conditions**

- 7.1. Feyenoord may amend these terms and conditions as well as the applicable prices at any time.
- 7.2. Feyenoord will announce the changes or additions via your My Feyenoord account at least thirty days before they come into effect, so that you can take note of them.
- 7.3. If you do not wish to accept a material change or addition, you can cancel or terminate the agreement until the date of entry into force. Use of your My Feyenoord account after the date of entry into force constitutes acceptance of the amended or supplemented terms and conditions.

**Artikel 8. Miscellaneous**

- 8.1. These General Terms of Use are governed by Dutch law.
- 8.2. Insofar as the rules of mandatory law do not prescribe otherwise, all disputes in connection with these terms and conditions will be submitted to the competent Dutch court in Rotterdam.
- 8.3. If any provision of these General Terms of Use is found to be null and void, this shall not affect the validity of the entire General Terms of Use. In this

case, Feyenoord will adopt (a) new provision(s) as a replacement, which will give shape to the intention of the original provision as far as legally possible.

- 8.4. Feyenoord is entitled to transfer its rights and obligations under the Agreement to a third party who will take over the relevant business activity from it.