

General Terms and Conditions

1. Introduction

F-Scout operates as a registered entity under French law, providing football-related services such as but not exclusive to ; data-based scouting reports, interactive video clips & highlights, agent facilitation support, and GPS rental services. These Terms and Conditions ("T&Cs") apply to all services provided and are agreed to at the time of order confirmation and payment.

2. Order and Payment

- Full payment must be received and confirmed before any service begins.
- Orders are processed based on availability and current workload, confirmed at order confirmation.
- Once the work has begun, cancellations are not possible.
- Payment constitutes acceptance of these terms.
- Unless noted on the invoice, invoices are submitted without VAT due to the legal structure of the company.

3. Refund Policy

- **Reports & Services:** No full or partial refunds unless a significant mistake or error has been made by F-Scout. In such cases, a correction or amended report will be provided.
- **Cancellations:** Permitted with full payment refunded only if no work has begun. If work has begun but as not passed 50% of the total order process than cancellation is possible with a 50% refund. Otherwise, cancellation will not result in any refund.
- **Points System (for agents & scouts):**
 - Refunds available only for unused points purchase.
 - Once points are drawn down or used, no refund is available for any remaining balance.
 - Points have no expiration date and remain on the user account until used.
- **GPS Rental:**
 - Deposit is refundable only if the device is returned in working condition.
 - If the device is damaged, lost, or shipping is mishandled by the user, the deposit indicated on the invoice will be retained.

4. Deliverables

- Reports follow the structure and examples available on our website.
- Interactive video clips reflect standard categories, but if insufficient footage is available, other suitable clips may be included at our discretion.
- If a profile or squad photo is not provided, the report will include a disclaimer stating that we were unable to verify the identity.

5. Use of Materials and Rights

- Clients must have the right to share any footage submitted and allow F-Scout to use this footage to create the requested report and also any subsequent highlight video or interactive clips.
- All reports and video files are for personal use only (sharing with contacts to boost your football career is authorised but reselling or redistribution is not).
- F-Scout reserves the right to potentially use your report content for promotional purposes on our social media unless explicitly refused by the client.

6. GPS Rental Terms

- Weekly rental rate due as outlined on the Invoice.
- F-Scout arranges delivery and supplies a pre-paid return label.
- Deposit is refunded after safe return and inspection of the unit.
- Damage, misuse, or shipping issues caused by the user result in forfeiture of deposit.

7. Legal Jurisdiction

- F-Scout operates within French jurisdiction.
- Any legal matters or disputes will be handled under French law.
- In case of conflict, the jurisdiction of the local French courts will apply.

8. Privacy & GDPR Compliance

- F-Scout is fully compliant with GDPR.
- Client data is used exclusively to provide services and is never shared with third parties without consent.
- A full privacy policy is available at [F-Scout.com] and there is more detail on this matter below to ensure you fully understand the use of your data.

9. Force Majeure and delays

- F-Scout is not responsible for delays, service interruptions, or non-delivery due to events beyond its control, such as illness, natural disaster, postal delays, strikes, or technical issues.
- Although we will do everything we can to ensure your reports are delivered in a timely manner and in accordance to our estimated delivery time given at order confirmation, it is possible that due to heavy demand or extra data verification steps we will not be able to send your report in the agreed timeframe. In such instances you will be notified and given redeemable points to be used on our website if the delay is over 50% of the agreed timeframe.
- F-Scout shall not be held liable for any indirect, incidental, or consequential damage arising from the use of its services. Liability is strictly limited to the amount paid for the service in question.

Terms and Conditions of Data and Media Use

1. Purpose of Data and Media Collection

- By agreeing to these terms, you acknowledge that F-Scout may collect, use, and analyse your personal data, player performance statistics, and any media (e.g., photo, video footage) you provide. This information and footage will be used for:
 - Creating and maintaining a player profile.
 - Developing player performance statistics and leaderboards.
 - Conducting detailed analysis to assess and improve performance.

2. Consent for Media Use

- **Footage/Media Provided by the Player:** By sharing photo and/or video footage with F-Scout, you confirm that:
 - You have the right to share this footage with F-Scout and are not infringing on any third-party rights.
 - You grant permission for F-Scout to use this footage as needed to fulfil scouting, analysis, and reporting purposes, including:
 - Image on player profile for identification purposes.
 - Creating highlight videos.
 - Extracting clips for performance analysis.
 - Sharing selected video segments with third parties, such as professional agencies, scouts, or clubs.
 - Sharing player highlight video on our player database to showcase your talent to viewers of our database such as agents, scouts and club representatives.

3. Access and Sharing of Data and Media

- **Database Access:** Your personal data and player performance statistics will be stored in a database that is accessible 24/7 by both players and authorized third parties, such as professional agencies, scouts, or clubs. This data includes player statistics and private information (e.g., name, date of birth, nationality, weight, height) but excludes any photos. Full data report(s) including footage will be accessible upon request to authorized third parties.
- **Purpose of Data Sharing:** The data may be shared directly with third parties like football agencies, talent scouts, and other authorized organizations who may have an interest in your performance and potential.
- **Prohibition on Advertising Use:** No data or footage will be sold for advertising purposes or for any commercial use beyond scouting, recruitment, and talent evaluation.
- **Aggregated Data Usage:** F-Scout may also use anonymized, aggregated data for general analytics and insights such as average stats in a certain position.

4. Parental/Guardian Consent for Minors

- **For Players Under 18:** If you are a minor, your parent or guardian must provide consent for data collection, media use, and sharing as outlined in this document.
- **Parent/Guardian Acknowledgment:** By providing this consent, the parent or guardian confirms that they allow F-Scout to collect, store, and share the player's data and footage as described.
- **Withdrawal of Consent:** Parents or guardians may withdraw consent at any time by contacting F-Scout at info@f-scout.com.

5. Data Privacy, Retention, and Security

- **Data Protection Compliance:** F-Scout is committed to protecting personal data and ensuring compliance with applicable data protection laws, including GDPR. All data and media will be stored securely and only accessed by authorised parties.
- **Data Retention:** Data and media will be retained as long as necessary to fulfil the purposes outlined in this document, or as required by applicable law. After this period, F-Scout will securely delete or anonymise your personal data. In case of a future sale of F-Scout or transfer of database, user data may be accessible by the acquiring party in line with data protection laws.
- **GDPR Rights:** In compliance with GDPR, you have the right to data access, rectification, erasure, restriction of processing, data portability, and the right to object to processing.
- **International Data Access:** In cases where data may be accessed outside of the European Union, F-Scout will take appropriate safeguards to ensure your data remains protected in compliance with GDPR using SCC.

6. Rights and Consent

- You have the right to share your report(s) to your discretion but the report remains the property of F-Scout and in no way are you allowed to edit the report(s). Editing the report will result in us digitally marking your report as unverified, removing you from our database and potentially proceeding with legal action.
- By confirming that you have read these Terms and Conditions, you (or your parent/guardian if under 18) give F-Scout consent to use, store, and share your data and footage as described.
- You have the right to request access to your personal data, correct inaccuracies, or withdraw consent at any time by contacting info@f-scout.com.
- If you wish to opt out of specific uses or sharing arrangements, please notify us in writing.

7. Consent Withdrawal Process

- If consent is withdrawn, F-Scout will cease processing your data and footage and securely delete or anonymize any retained data unless legally required to retain it for specific purposes.

8. Acknowledgment of Consent to Use Media for Analysis and Sharing

- By consenting to these terms, you understand and agree that the footage of your performances may be used to create performance data/analyses, highlights, and reports shared with relevant third parties for scouting and talent identification purposes.

9. Contact Information

- For any questions, requests, or concerns regarding this document, you may contact us at:
 - **Email:** info@f-scout.com
 - **Phone:** +33683054913

Confirmation of Understanding and Consent

Before proceeding with payment, please ensure you have read and understood the terms outlined above. By proceeding with payment, you (or your parent/guardian if under 18) agree to allow F-Scout to use your data and media as described and acknowledge that you have been informed of your rights regarding your data and the company's general terms and conditions.

No Objection Clause: If you do not raise any objections to the terms upon receipt of this document, it will be understood that you consent to the collection, use, and sharing of your data and media as described.