

TERMS AND CONDITIONS

EAST FOOTBALL UNITED

Effective Date: [REDACTED]

Last Updated: [REDACTED]

These Terms and Conditions (“Terms”) govern your access to and use of the East Football United website available at eastfootballunited.com, and the services made available through it (collectively, the “Website”).

The Website is operated by **SALVAJE OPC.**, a one person corporation organized and existing under the laws of the Republic of the Philippines, with office address at 23 Avila Vista Verde Executive Village Brgy. San Isidro Cainta, Rizal, Philippines (“East Football United”, the “Club,” “we,” “us,” or “our”).

By creating an account and selecting “I Agree,” accessing the Website, booking a session, making a payment, or using any Club service, you acknowledge that you have read and accepted these Terms. If you do not agree to these Terms and Conditions, you must not create an account or use the Website.

1. Definition of Terms

For purposes of these Terms and Conditions, the following terms shall be defined as follows:

- (a) “Account” means the User profile registered on the Website for accessing the Services, managing bookings, making payments, receiving communications, and using other available features.
- (b) “Account Credentials” means the username, password, authentication code, access token, or other information used to access an Account.
- (c) “Adult Training” means a Club training activity for participants within the age group or eligibility requirements stated by the Club.
- (d) “Booking” means a request or reservation made for a particular Session or Club activity.
- (e) “Club Content” means the text, graphics, schedules, training materials, assessments, videos, software, webpages, data, and other content made available by or on behalf of the Club through the Website, or Services.
- (f) “Club Marks” means the Club’s name, trade name, logos, trademarks, service marks, slogans, designs, and other branding elements.

(g) “Confirmed Booking” means a Booking accepted by the Club and confirmed through the Website, email, message, or another confirmation issued by the Club.

(h) “Consent” means any freely given, specific, and informed indication of will by which a Data Subject agrees to the collection and Processing of Personal Information. Consent may be evidenced by written, electronic, or recorded means and may be given on behalf of a Data Subject by a lawful representative or an authorized agent. *(as defined under the Data Privacy Act of 2012)*

(i) “Data Subject” means an individual whose Personal Information is processed. *(as defined under the Data Privacy Act of 2012)*

(j) “Football Session” or “Session” means a scheduled Club football activity, including Open Play, Adult Training, Kids Training, tournaments, clinics, or another activity identified by the Club.

(k) “Kids Training” means a Club training activity for participants within the age group or eligibility requirements stated by the Club and subject to applicable parental or guardian requirements.

(l) “Media” means photographs, video recordings, audio recordings, interviews, testimonials, livestreams, and similar content that depicts, records, identifies, or may reasonably be associated with a User, Player, coach, parent or legal guardian, staff member, or other participant.

(m) “Media and Marketing Consent” means consent, separate from acceptance of these Terms and from consent necessary to use ordinary Club Services, authorizing the Club to use Media for specified marketing, advertising, social-media, sponsorship, or other promotional purposes.

(n) “Member” or “Membership” means the Club membership purchased or activated by a User and which entitles the Member to the benefits, subject to the validity period, availability, limitations, and rules stated in these Terms or the applicable membership rules.

(o) “Minor” means a person below eighteen (18) years of age.

(p) “No-Show” means the failure of a User or the person identified in a Booking to attend a Confirmed Booking without cancelling the Booking within the period and through the method required by these Terms or the applicable booking rules.

(q) “Open Play” means a Club football activity organized for eligible participants to play football in accordance with the applicable schedule, capacity, safety rules, and venue rules.

(r) “Parent or Legal Guardian” means a parent, court-appointed guardian, or other person legally authorized to act for or provide consent on behalf of a Minor.

(s) “Payment Transaction Information” means information reasonably necessary to authenticate, complete, record, reconcile, refund, or administer a payment, including the payment method, transaction reference, amount, billing information, payment date, and payment status.

(t) “Payment Credentials” means passwords, personal identification numbers, one-time passwords, card-security codes, access tokens, online-banking credentials, and similar information used to authenticate or authorize a payment or payment account.

(u) “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Information transmitted, stored, or otherwise processed. *(as defined under the Data Privacy Act of 2012)*

(v) “Personal Information” means any information, whether recorded in material form or not, from which the identity of an individual is apparent or can reasonably and directly be ascertained by the entity holding the information, or which, when combined with other information, would directly and certainly identify the individual. *(as defined under the Data Privacy Act of 2012)*

(w) “Personal Information Controller” or “PIC” means the person or organization that controls the processing of Personal Information or instructs another person or organization to process Personal Information on its behalf. The Club is the PIC for the processing described in the Privacy Policy. *(as defined under the Data Privacy Act of 2012)*

(x) “Personal Information Processor” or “PIP” means a person or organization to whom the Club outsources or instructs the processing of Personal Information pertaining to a Data Subject. *(as defined under the Data Privacy Act of 2012)*

(y) “Player” means a person who participates or intends to participate in a Club football session, training activity, tournament, clinic, Open Play, or other football-related activity.

(z) “Processing” means any operation or set of operations performed upon Personal Information, including collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure, or destruction. Processing may be performed through automated means or manually when the Personal Information is contained, or intended to be contained, in a filing system. *(as defined under the Data Privacy Act of 2012)*

(aa) “Progress Information” means information relating to a Player’s training and development, including attendance, training participation, performance observations,

fitness or skill assessments, playing position, development goals, skill level, coach assignment, and related records.

(bb) “Security Incident” means an event or occurrence that affects or tends to affect data protection or may compromise the availability, integrity, or confidentiality of Personal Information. *(as defined under the Data Privacy Act of 2012)*

(cc) “Services” or “Club Services” means the Website, Club membership, football sessions, training activities, Open Play, tournaments, clinics, bookings, session packages, merchandise, communications, and other services provided by or on behalf of the Club.

(dd) “Session Credit” means the credit corresponding to one Session under a Session Package or another Club offering.

(ee) “Session Package” means an offering that provides a specified number of Session Credits for use during the applicable Validity Period.

(ff) “Training Assessment” means the Club’s process of evaluating or recording a Player’s training participation, attendance, skills, performance, playing position, development goals, or related information.

(gg) “User” means any person who accesses or uses the Website or Services, including a player, member, coach, parent or legal guardian, staff member, creator, or other authorized person.

(hh) “User Content” means photographs, videos, audio recordings, messages, comments, reviews, testimonials, and other materials submitted, uploaded, transmitted, or posted by a User through or in connection with the Website or Services.

(ii) “Validity Period” means the period during which a Membership, Session Package, or Session Credit may be used, beginning on the date specified by the Club or, if no other date is stated, the date of purchase or activation.

(jj) “Walk-In Participation” means participation in a Session without a Confirmed Booking, subject to available capacity, applicable fees, and the Club’s rules.

(kk) “Website” means eastfootballunited.com, including its webpages, account functions, booking facilities, content, and related online services.

2. Eligibility and Accounts

2.1. The Website is available to Club players, coaches, members, parents or legal guardians, staff, **creators**, and other authorized users.

The club may refuse registration or restrict access where reasonably necessary for safety, security, legal, or administrative reasons.

2.2. You must provide accurate, complete, and current information reasonably required for membership, bookings, payments, communications, safeguarding, and Club administration. This may include your name, email address, contact number, valid ID, photograph, date of birth, emergency contact details, and other information identified in the Privacy Policy.

You must promptly update information that becomes inaccurate or incomplete.

2.3. You are responsible for maintaining the confidentiality of your account credentials and for all activity conducted through your account. Notify the Club immediately of any unauthorized access or suspected security incident.

2.4. A person below eighteen (18) years old may use the Website only with the involvement, approval, or supervision of a parent or legal guardian, as applicable.

The Club may require a parent or legal guardian to create or approve the account, provide required information, accept these Terms, provide consent where legally required, and submit reasonable proof of authority.

A parent or legal guardian is responsible for supervising the minor's use of the Website and participation in Club activities, subject to the Club's safeguarding policies and applicable law.

2.5. You may not create an account for another person without authority, impersonate another person, or use information that is false, misleading, or unlawfully obtained.

3. Club Services

3.1. The Website may allow you to:

- (a) create and manage a Club membership profile;
- (b) book, cancel, or reschedule training sessions, open play sessions, tournaments, clinics, and other activities;
- (c) view member-exclusive benefits, announcements, schedules, and Club information;
- (d) communicate with the Club, coaches, staff, or other authorized users;
- (e) make payments through available payment channels; and
- (f) view progress records, assessments, rankings, attendance, or skill-level information maintained by the Club.

The Club may add, remove, or modify features and services.

3.2. The Club may reasonably change, suspend, postpone, or discontinue any Website feature, session, schedule, venue, coach assignment, benefit, or membership offering because of operational, safety, legal, technical, or other legitimate business reasons.

If a change materially affects a paid booking or membership, the Club will provide the remedy stated in the applicable booking, membership, refund, or promotional rules.

3.3. The Club does not guarantee that the Website or any session will always be uninterrupted, secure, error-free, or available at all times. Access may be affected by maintenance, internet connectivity, device limitations, telecommunications networks, third-party services, weather, venue conditions, emergencies, or other circumstances beyond the Club's reasonable control.

4. Membership Benefits

4.1. Membership includes the following benefits:

- (a) Access to the Club's mobile application;
- (b) One (1) training jersey;
- (c) Discounted session packages;
- (d) Training Assessment;
- (e) Discounts on merchandise;
- (f) One (1) Club sticker pack;
- (g) Membership-based access to all Club venues; and
- (h) Exclusive Club discounts and vouchers

Membership is valid for one (1) year from the date of purchase or activation unless otherwise stated by the Club.

5. Football Sessions

5.1. The Club offers the following types of football sessions:

- (a) Open Play;
- (b) Adult Training; and
- (c) Kids Training.

Sessions may be purchased individually or as part of a session package consisting of four (4), eight (8), or twelve (12) sessions, or of such number of sessions as determined by the Club.

6. Bookings, Attendance, Cancellations, and Refunds

6.1. A booking is confirmed only when the Website displays a confirmation or the Club otherwise confirms the booking. An incomplete booking, pending payment, or payment authorization does not necessarily constitute a confirmed booking.

6.2. Before a booking is confirmed, the Website or Club will display, where reasonably practicable, the applicable activity, date, time, venue, price, fees, taxes, payment deadline, cancellation rules, and other material conditions.

You are responsible for reviewing the booking details before confirmation.

6.3. You must arrive on time and comply with the Club's venue, safety, equipment, conduct, and safeguarding rules.

Late arrival may result in shortened participation or denial of participation where reasonably necessary for safety, scheduling, or fairness to other participants.

6.4. The Club may cancel, move, postpone, or modify a session because of weather, venue conditions, insufficient participation, coach availability, safety concerns, emergencies, government restrictions, or other reasonable circumstances.

The Club will provide notice when reasonably practicable and will apply the refund, credit, rescheduling, or other remedy available under the Club's policies.

6.5. You must not book a session for another person unless the Website permits it and you have authority to provide that person's information and accept the applicable rules on that person's behalf.

You must ensure that the person for whom you make the booking receives the relevant activity, safety, privacy, and cancellation information.

6.6. Membership fees and session credits are non-transferable and non-refundable. Session credits must be consumed within the following periods:

PACKAGE	VALIDITY PERIOD
Package with fewer than four (4) sessions	One (1) month
Four-session package	Two (2) months
Eight-session package	Four (4) months
Twelve-session package	Six (6) months

Upon expiration of the applicable validity period, any unused session credits will be deemed expired and may no longer be used, rebooked, or refunded. To continue availing of the Club's services, you must purchase a new session or a new package, as applicable.

6.7. A user who fails to attend a confirmed booking without cancelling it in accordance with these Terms will be considered a “No-Show.”

A No-Show will result in the booked session being deemed consumed. The session may no longer be rebooked or refunded.

6.8. Cancellations of bookings are allowed, provided they are made through the Website three (3) hours before the booked session. Failure to cancel through the Website within the prescribed period coupled with a failure to attend the session shall render a paid session or one (1) credit session, as applicable, consumed, and may no longer be rebooked or refunded.

6.9. Pre-registration to secure a slot is only allowed 6 hours before the scheduled session time. Requests made after this period will be treated as walk-in participation and will be subject to slot availability.

7. Payments

7.1. The Website’s payment service provider is Maya Business (Maya), which may accept payments by credit card, debit card, electronic wallet, bank transfer, or other payment methods made available by Maya.

7.2. You authorize the Club and Maya to process transaction information only as reasonably necessary to authenticate, complete, record, reconcile, refund, prevent fraud, resolve disputes, and investigate unauthorized or failed transactions.

7.3. Unless expressly stated otherwise, the Club does not store complete payment-card numbers, card security codes, online banking credentials, or similar authentication credentials. Such information may be collected and processed directly by Maya under its own terms and privacy policy.

7.4. You represent that you are authorized to use the payment method submitted. The Club may suspend an account, cancel a booking, withhold access to a paid service, or seek payment of amounts due in cases of failed, reversed, fraudulent, disputed, or unauthorized payment, subject to applicable law and any rights you may have to contest the transaction.

Payment processing is governed by Maya’s own terms and privacy policy.

7.5. Prices, fees, taxes, deposits, applicable charges, refund conditions, and payment deadlines will be displayed before confirmation whenever reasonably practicable.

The Club may correct an obvious pricing or information error before accepting or completing a transaction. If a payment has already been made, the Club will provide an appropriate remedy, including a refund where required.

8. Training Assessment

8.1. The Club may record attendance, training participation, performance observations, fitness or skill assessments, playing position, development goals, and skill level (“Progress Information”) to administer training and Club programs, recommend activities, monitor player development, communicate with players and authorized parents or legal guardians; and improve Club programs and coaching services.

The Club will process Progress Information only for declared and legitimate purposes and only to the extent reasonably necessary for those purposes.

8.2. Progress Information is data collected by the Club through a training assessment which is maintained for Club, coaching, and development purposes. It is not a professional medical diagnosis, guarantee of selection, promise of advancement, or assurance of athletic performance.

Unless expressly stated otherwise, an assessment does not create a promise of team selection, scholarship, employment, professional placement, or future sporting success.

8.3. The Club may make Progress Information available to authorized coaches, staff, administrators, the relevant player, and, where applicable, the player’s parent or legal guardian, subject to the Privacy Policy and applicable law.

The Club may disclose information to a service provider or another person where reasonably necessary for Club administration and permitted by the Privacy Policy and applicable law.

8.4. You must not copy, publish, ridicule, manipulate, or distribute another player’s personal information, assessment, photograph, video, or performance record without lawful authority.

9. User Conduct

9.1. You agree not to:

- (a) violate any law, regulation, Club rule, or venue rule, or safeguarding requirement;
- (b) harass, threaten, abuse, discriminate against, exploit, or endanger any player, coach, staff member, creator, or other person;
- (c) interfere with the Website, introduce malware, attempt unauthorized access, or bypass security controls;
- (d) use the Website for unauthorized commercial, political, fundraising, or promotional activity;
- (e) upload or transmit content that infringes another person’s rights or contains unlawful, defamatory, obscene, threatening, discriminatory, or harmful material;
- (f) collect, disclose, or use another user’s information without lawful authority;

- (g) use bots, scraping tools, or automated means to access or extract Website content without the Club's written authorization; or
- (h) use the Website to organize conduct that may endanger persons, disrupt Club activities, or damage the Club's reputation through unlawful conduct.

10. User Submissions

10.1. You retain ownership of photographs, messages, comments, or other material that you submit to the Website ("User Content").

10.2. You grant the Club a non-exclusive, worldwide, royalty-free license to host, store, reproduce, display, transmit, and adapt User Content only to the extent reasonably necessary to:

- (a) operate the Website;
- (b) secure and administer Club services;
- (c) communicate with users;
- (d) moderate or investigate reports; and
- (e) promote the Website and Club services, where you have provided the required separate media consent.

The Club will not use User Content for unrelated commercial purposes without an appropriate legal basis or additional consent where required by law.

10.3. You represent that:

- (a) you own or have the necessary rights and permissions to submit the User Content;
- (b) the User Content does not infringe another person's rights;
- (c) you have obtained any required consent from persons appearing in the User Content; and
- (d) the User Content is not unlawful, defamatory, obscene, threatening, discriminatory, abusive, or harmful.

10.4. The Club may review, restrict, or remove User Content that violates these Terms, Club policies, safeguarding requirements, or applicable law.

Where reasonably practicable, the Club may notify the user of the action taken and provide a channel for questions or appeal. The Club may act without prior notice where necessary to address an immediate safety, security, legal, or privacy risk.

11. Intellectual Property

11.1. The Website, Club name, logos, marks, software, text, graphics, schedules, training materials, assessments, videos, and other Club content belong to the Club or its licensors. Subject to these Terms, the Club grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Website and Club content solely for your personal, non-commercial use of the Club Services and in accordance with these Terms. Except as expressly permitted by the Club or applicable law, you may not copy, modify, distribute, sell, reverse-engineer, publicly display, publicly perform license, or commercially exploit the Club Website, Club marks, or Club content.

12. Health, Safety, and Assumption of Risk

12.1. Football and related activities involve inherent risks, including injury, illness, collision, weather-related hazards, and damage to personal property.

12.2. You must disclose relevant health, allergy, emergency-contact, or medical information when reasonably necessary for safe participation. The Club will handle such information under the Privacy Policy and applicable law.

12.3. You must follow instructions from Club personnel and stop participating if you feel unwell or unsafe. The Club may refuse participation where reasonably necessary to protect health and safety.

12.4. Nothing in these Terms shall exclude or limit any liability to the extent that such exclusion or limitation is prohibited by applicable law, including liability arising from the Club's responsibility for fraud, willful misconduct, gross negligence, or any other liability that cannot lawfully be excluded or limited.

13. Privacy

13.1. The Club's collection and processing of personal information are governed by the Club's Privacy Policy, which is available through the Website and forms part of the contractual documents governing use of the Website.

The Privacy Policy explains, among other matters:

- (a) the personal information collected;
- (b) the purposes and legal bases of processing;
- (c) the parties and service providers with whom information may be shared;
- (d) retention periods;
- (e) security measures;
- (f) data-subject rights and how to exercise them;
- (g) use of profiling, analytics, or automated processing, if any;

- (h) cross-border transfers, if any;
- (i) the identity and contact details of the Club's Data Protection Officer.

Your media and marketing choices are addressed separately through the Website's Media and Marketing Consent.

13.2 Device permissions, including access to the camera, microphone, location, photographs, contacts, or notifications, will be requested only where reasonably necessary for an identified Website feature or service.

A device permission request does not, by itself, replace the disclosures or consent requirements under the Data Privacy Act, its Implementing Rules and Regulations, or applicable National Privacy Commission issuances.

13.3 Photography, videography, publication of a person's image, direct marketing, personalized notifications, and similar activities requiring a separate choice will be governed by the Club's Media and Marketing Consent.

14. Third-Party Services and Links

14.1 The Website may contain links to or integrate with third-party websites, payment providers, communication tools, analytics services, or other services.

Those third-party services may be governed by separate terms and privacy policies. The Club is not responsible for third-party services or content outside the Club's reasonable control, without prejudice to any responsibility imposed on the Club by applicable law.

15. Suspension and Termination

15.1. The Club may suspend, restrict, or terminate access to the Website or a Club service where reasonably necessary because of:

- (a) material violation of these Terms or Club policies;
- (b) false, misleading, or unauthorized information;
- (c) nonpayment or fraudulent payment activity;
- (d) misuse of the Website;
- (e) harassment, abuse, discrimination, or other harmful conduct;
- (f) a safety or safeguarding risk;
- (g) a security incident;
- (h) a legal or regulatory requirement; or
- (i) discontinuation of the relevant Website feature or service.

Where practicable, the Club will provide notice and an opportunity to address the violation. Immediate action may be taken where necessary to protect users, the Club, third parties, or the integrity of the Website.

15.2. You may stop using the Website and request account deletion through the available Website or support channel.

Deletion is subject to information that the Club must retain under law, that is reasonably necessary for legitimate business purposes, or that is required to establish, exercise, or defend legal claims. Retained information will remain subject to the Privacy Policy and applicable retention and security requirements.

15.3. Termination does not affect accrued payment obligations or rights and obligations that by their nature should survive termination, including provisions on intellectual property, User Content, disclaimers, liability, dispute resolution, and data retention.

16. Disclaimers

16.1. To the extent permitted by law, the Website and its content are provided on an “as available” basis.

The Club does not warrant that:

- (a) the Website will always be uninterrupted, secure, or error-free;
- (b) all schedules, assessments, rankings, or availability information will always be complete, current, or error-free; or
- (c) every Website feature will be compatible with every device, operating system, network, or software configuration.

16.2. The Club will take reasonable steps to correct material errors of which it becomes aware, particularly where an error affects a confirmed booking, payment, or membership benefit.

16.3. Nothing in this Section removes any express contractual right, consumer right, refund right, or remedy that cannot lawfully be excluded or limited.

17. Indemnity

17.1. To the extent permitted by law, you agree to indemnify and hold harmless the Club, its officers, employees, coaches, and authorized service providers from third-party claims, losses, liabilities, damages, and reasonable expenses arising directly from:

- (a) your unlawful use of the Website;
- (b) your material violation of these Terms;
- (c) your infringement of another person's rights; or
- (d) User Content that you submitted and that violates these Terms or applicable law.

This obligation does not apply to the extent that the claim resulted from the Club's fraud, willful misconduct, gross negligence, or breach of applicable law.

18. Changes to These Terms

18.1. The Club will identify the effective date and provide notice of material changes through the Website, email, or another reasonably appropriate channel.

18.2. A material amendment will not retroactively alter a confirmed paid booking or an accrued right unless required by law or accepted by the affected user.

18.3. Where applicable law requires a new form of consent, the Club will obtain that consent. Otherwise, continued use of the Website after the effective date may constitute acceptance of the revised Terms, provided that users were given reasonable notice and a meaningful opportunity to stop using the affected service.

19. Governing Law and Venue

19.1. These Terms are governed by Philippine law. Subject to mandatory remedies before the appropriate government agency or tribunal, disputes shall be brought before the proper courts of Cainta, Rizal, Philippines.

20. General Provisions

20.1 If any provision of these Terms is declared invalid or unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

20.2 Failure by the Club to enforce a provision does not constitute a waiver of its right to enforce that provision later.

20.3 You may not assign or transfer your account or rights under these Terms without the Club's written consent. The Club may assign or transfer its rights and obligations in connection with a reorganization, merger, sale, or transfer of the Website or Club services, subject to applicable law.

20.4 You agree that electronic records of account registrations, booking confirmations, payments, notices, communications, and acceptance of these Terms may be used as

evidence of the relevant transaction or communication, subject to the Rules on Electronic Evidence and applicable law.

20.5 These Terms, the Privacy Policy, applicable booking and refund rules, membership rules, safeguarding policies, and any separate consent form or service-specific rules constitute the agreements applicable to your use of the relevant Website feature or Club service.

If there is a conflict, the service-specific rule will govern the specific transaction, while the Privacy Policy and applicable consent form will govern personal-information processing and consent matters.

21. Contact

For questions, complaints, booking concerns, safeguarding reports, or account requests, you may contact:

SALVAJE OPC. / East Football United

Address: 23 Avila Vista Verde Executive Village, Barangay San Isidro, Cainta, Rizal, Philippines

Email: [REDACTED]

Telephone: [REDACTED]

Website support: [REDACTED]

Data Protection Officer: [REDACTED]

Data-protection email: [REDACTED]

By selecting “I Agree,” you confirm that you have read and accepted these Terms and Conditions.

The Privacy Policy, Media and Marketing Consent, and any other optional consent are presented separately.