

End User Licence Agreement

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- 2.2.7 use the Software in any manner that causes, or may cause, damage to the Software or impairment of the availability or accessibility of the Software or which would otherwise constitute a breach of this Agreement;
- 2.2.8 tamper with, or attempt to gain unauthorised access to, the Software or any server, computer or database connected to the Software or probe, scan or test the vulnerability of the Software; and/or
- 2.2.9 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided in this Agreement.

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6.1 FA may terminate this Agreement at any time.

6.2 Upon expiration or termination of this Agreement for any reason, the licence referred to at Clause 2.1 of this Agreement shall immediately terminate.

6.3 The expiry of this agreement shall not affect any provision of this agreement which is expressed to come into force or continue in force on or after termination.

7 Warranties and indemnities

7.1 The Licensee warrants that:

7.1.1 it has the necessary authority to enter into this Agreement;

7.1.2 the entry into and performance of this Agreement by the Licensee will not breach any contractual or other obligation owed by the Licensee to any other person, any rights of any other person or any other legal provision; and

7.1.3 the entry into and performance of this Agreement by the Licensee requires no governmental or other approvals or, if any such approval is required, it has been obtained.

8 Liability

8.1.1 Under no circumstances and under no legal theory, tort, contract or otherwise, shall FA and/or its third party licensors be liable to the Licensee or any other person for any indirect, incidental, consequential, special, punitive or exemplary damages, including, without limitation, damages for loss of goodwill, computer failure or malfunction, lost profits, loss or corruption of data or interruption of use or any and all other commercial damages or losses, even if FA has been advised of the possibility of such damages.

9 Applicable law and jurisdiction

9.1 The laws of Scotland shall apply to the whole of this agreement.

9.2 Any dispute arising out of or in connection with this agreement shall be subject to the jurisdiction of the Courts of Scotland to which the parties agree to submit.

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