

WBA TV TERMS AND CONDITIONS

There are various WBA TV digital content services. Some are free to access ("**WBA TV (free access)**"), some require payment to access ("**WBA TV Matchday**"), and some are provided to Members as part of their Membership ("**WBA TV +**") (WBA TV, WBA TV Matchday and WBA TV+ are known individually as "**WBA TV Package**" and together as the "**WBA TV Packages**").

Reference to WBA TV includes all WBA TV Packages unless otherwise stated.

This is a legal agreement, and it sets out the rights and obligations of you and the Club in respect of your use of WBA TV.

Please read these terms and conditions ("**Terms**") carefully before submitting your order and/or accessing a WBA TV Package. These terms tell you who we are, how we will provide the digital content to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

If you think there is a mistake in these terms, please contact us to discuss.

The Terms apply to the WBA TV accessed through West Bromwich Albion Football Club Limited's (Company Registration Number 03295063) ("**Club**", "**we**", "**us**", "**our**") official website or any other site operated by the Club (individually and together the "**Site**") and/or the official Club mobile App ("**App**").

These Terms apply to all use and access of WBA TV Packages whether paid or provided on a free or promotional basis or as part of a Membership held with the Club.

Access to WBA TV is provided to you, the subscriber ("**you**", "**your**") on the basis that you pay (where applicable) the relevant Fee (as per the methods detailed below) and accept the Terms.

Please note that your access to WBA TV will also be subject to the Terms of Use (when accessing WBA TV through the Site), the End User Licence Agreement (when accessing through the App), the applicable Privacy Policy and Membership Terms (when access is provided to you as part of a membership you hold with the Club and/or because you hold a qualifying current Club season ticket or Club corporate seasonal membership) all of which (as updated over time) are incorporated into these Terms and form the agreement between you and us. Where these Terms conflict with Terms of Use or End User Licence Agreement then these Terms take priority.

1. Submitting your order and registering for WBA TV

- 1.1 Once you have submitted your order to us, if accepted by us we will email you to confirm such acceptance, at which point the contract between you and us will be formed. If your order is not accepted, we will inform you by email or such other communication method reasonably chosen by the Club. Your order may not be accepted because (i) there has been a pricing error, (ii) you failed to provide the required information (see clause 1.3 below), (iii) you have tried to order a subscription package which is not available in your territory or for which you are otherwise not eligible, (iv) your payment has not been successful, (v) WBA TV cannot be made available in whole or part due to an unforeseen

event, or (vi) because of unexpected limits on our resources which we could not reasonably plan for.

We may reasonably refuse any offer to purchase at our discretion.

In respect of WBA TV+, where you have purchased a membership that provides WBA TV + as part of that membership or you have a qualifying current Club season ticket or corporate seasonal membership, then access to WBA TV+ will be available within 24 hours of the purchase of the relevant membership or season ticket or corporate seasonal membership. Supporters will require a My Albion Single Sign On account linked to their Customer ID number (printed on their season ticket or Membership stile card) to verify their status and access the content.

1.2. By submitting an order to us you confirm that:

1.2.1. you are at least 18 years old or if under 18 years of age you have the consent of your parent / legal guardian to submit such an order (no under 16's are permitted to submit an order for WBA TV Matchday);

1.2.2. you are solely resident in the correct territory for your chosen subscription package. Please note content included in some subscription packages is only available in certain territories due to rights restrictions. If you change the territory in which you are located this may affect availability of certain content available to you on WBA TV; and

1.2.3. the information which you provide is true, accurate and complete at that time. You must notify us immediately of any changes to your information during your subscription. This can be done by ~~either~~ updating the details in the My Account page of ~~our~~[the](http://www.wba.co.uk) website www.wba.co.uk.

1.3. Some of the facilities or functions accessible through our Site (including without limitation betting) are not intended to be accessible by, or actively advertised to, minors. All minors must have the permission of their parent or legal guardian before submitting or requesting any content or information to/from us, our commercial partners or other third parties, or before buying anything through our Site. If a minor purchases anything through our Site or breaches these terms, it is the responsibility of the minor's parent or legal guardian for such breach and to pay for any relevant purchase. We reserve the right to withdraw your access to our Site if we reasonably believe you are below 16 years of age and that you do not have the consent of your parent/legal guardian to access/use our Site.

1.4. If you provide incorrect or inadequate information, your order may not be accepted and/or we may ask you to provide additional information / update the information you have already provided. If you fail to do so within a reasonable time, we may reject your order or end the contract (in the case of incomplete information / an error with your information being uncovered after we have already accepted your order – see clause 8 below). We will not be responsible for delay or failure in providing you access to all or part of WBA TV if this is caused by you failing to provide us with the information needed and/or updating us of material changes to your information.

- 1.5. If you wish to upgrade your subscription package after your order has been accepted, you can do so by cancelling your initial order if permitted under these Terms and then purchasing what you require.
- 1.6. As part of the registration process you will be asked to submit a username and password. Your username and password used to access WBA TV should be kept secure by you and not disclosed to any other person. You are responsible for the security and proper use of your username and password. If you know or suspect that your password has become known by a third party or otherwise compromised, you must tell us immediately and you must change your password (as applicable) as soon as possible. We are not liable for any loss or damage arising from your failure to comply with this obligation. If we believe there has been or is likely to be a breach of security, we may suspend your username and password and require you to change them. We may also restrict your access to WBA TV until you do so.
- 1.7. From time to time the Site and App may integrate with other services or platforms (whether offered by us or third parties). We may offer a single sign on facility so that you can use the Site and App and certain services offered through our Site and App more easily. Not all content and services accessed through WBA TV will require a subscription and/or payment. However, WBA TV and the content accessed through WBA TV will only be able to be accessed by you if you have a single sign on account with the Club.

2. Use of the Service

- 2.1. We provide you with access to various types of digital content within WBA TV as set out in the package you selected on your order. Your access is not exclusive (others can access the content too), may be suspended and/or terminated in accordance with these Terms, and may depend on the territory in which you are located or other applicable eligibility criteria set out in the order process.
- 2.2. WBA TV content includes certain video and audio footage, photographs, text images, statistics, logos and other media and intellectual property related to the Club, the English Football League, Football Association, Premier League and the respective content licensees of those parties. All such content, design, text, graphics, footage, materials and their selection or arrangement are the intellectual property (including, amongst other things, copyright) of the Club, the above parties and/or the respective licensees. You will not own any of the content. You will not, and you will not assist or facilitate any third party to copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such content. If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.
- 2.3. Please note that for match footage shown on a live basis (certain geographical territories only) not all Club matches will be available for viewing on a "live" basis. This is due to, amongst other things, restrictions with television broadcasters and the territory in which you are located. If the Club is participating in the Premier League or the National League and your subscription includes live streams of match footage, these will no longer be

provided as part of your subscription due to broadcasting restrictions. Please see clause 4.2.1 below for further information.

- 2.4. WBA TV is a content access service only. We are not providing, and are not responsible for any problems caused by your computer hardware, computer operating systems, internet connection or other software installed on your computer (and/or any supplier you engage with in respect of such resources) and no refunds will be issued where such problems occur that affect your ability to access and/or use WBA TV.
- 2.5. WBA TV is not and has not been developed to meet your individual needs. Please check that facilities and functions of WBA TV (as described on the Site and/or on the App) meet your requirements.
- 2.6. Your right to use WBA TV is personal to you and is limited to viewing on one device at any time.
- 2.7. You agree to follow our reasonable instructions concerning your use of WBA TV.
- 2.8. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of WBA TV, or any content accessed through WBA TV by you or anyone you have allowed to use WBA TV and/or the content accessed through WBA TV.
- 2.9. You must ensure that your device meets the minimum hardware, software and system requirements as set out in these Terms (as may be updated from time to time – see clause 4 below). For security reasons and to protect content on WBA TV, WBA TV may not be supported on a device where limitations included within the device operating system have been removed or tampered with. We are not responsible or liable to you if you are unable to access WBA TV due to you not having the required hardware, software or systems in place.
- 2.10. In order to access and use WBA TV, you will need to:
 - 2.10.1. provide all necessary equipment including a computer (when accessing through the Site), a mobile device (when access through the App or Site) and network / telephone connection;
 - 2.10.2. [have](#) access to the internet, and you are responsible for any service fees associated with such access. You will require a WIFI or broadband internet connection (DSL/cable or higher) with a minimum download speed of at least 1.2mbps with latency not exceeding 100ms for SD and 4mbps with latency not exceeding 50ms for HD.

If access to WBA TV or any content accessed through WBA TV is suspended, interrupted or not available to you due to mobile network and/or internet connection interruptions, we will not be responsible.

You are responsible for ensuring you have paid any and all costs payable to third parties necessary to use WBA TV and access the content on WBA TV (including any mobile network and/or internet service provider charges in relation to the provision of the mobile network coverage and/or internet connection necessary to access WBA TV and/or content on WBA TV).

- 2.11. For use of WBA TV your device needs to comply with the following minimum system requirements (as may be updated occasionally, for which see clause 4 below):

2.11.1. Processor: 2.33GHz or faster x86-compatible processor, or Intel® Atom™ 1.6GHz or faster processor for netbooks;

2.11.2. Memory: 2GB (1GB for netbooks) 128MB of graphics memory;

2.11.3 Operating Systems: Windows 8.1 or later, Mac 9+;

2.11.4 Browsers: latest versions of Microsoft Edge, Mozilla Firefox and Google Chrome, Safari; 512MB of RAM (1GB of RAM recommended for netbooks); and

2.11.5 Mobiles & Tablets: Operating System: Android 6+, iOS 9+.

- 2.12. You must not (nor authorise or permit any other person to):

2.12.1. use WBA TV contrary to this contract, including use for any unlawful purpose contrary to any applicable laws and regulations, including in the country from which you have accessed WBA TV;

2.12.2 use WBA TV contrary to our reasonable instructions and requirements in relation to how you use WBA TV and the content provided through WBA TV;

2.12.3 use WBA TV for any improper purpose;

2.12.4. use WBA TV other than for private and domestic purposes. Under no circumstances must WBA TV or any content be accessed or used for commercial or business purposes (this includes showing WBA TV and/or any content or any part of the content in public to an audience, even if no direct or indirect charge is made), without our prior written consent;

2.12.5 transmit any computer viruses or any other disruptive or harmful contaminants through WBA TV or the technology on which they rely;

2.12.6 use WBA TV in a way that may cause it and/or any equipment used by us (or our technology partners appointed to help provide WBA TV) to be interrupted, damaged, rendered less efficient or impaired, nor try to gain unauthorised access to any of systems through which WBA TV is delivered;

2.12.7 use WBA TV in any manner which violates or infringes the rights of any person, firm or company (including, amongst other things, rights of intellectual property, confidentiality or privacy);

- 2.12.8. forward, record, copy, reproduce, store, transfer, modify, post, distribute or publish any of the content of WBA TV without our prior written permission (unless otherwise specifically permitted by law);
- 2.12.9 sell, assign, transfer or delegate all or any of your rights and obligations in this contract to another person or organisation, or share use of or access to your WBA TV account or any content contained or accessed within it;
- 2.12.10 alter, disassemble, decompile or reverse engineer any part of WBA TV;
- 2.12.11 access, view or use WBA TV in circumstances where members of the public can view the content accessible via your account (whether simultaneously or not) or authorise any other person to do so; or
- 2.12.12 use a VPN (Virtual Private Network) service or similar to mask or otherwise hide your location for the purposes of watching content in a country or territory where it is blocked for rights reasons.

3. Payment

- 3.1. Not all services/content require payment to access such services/content. Where a Fee applies, all our Fees are set out on the Site and the App, and these may change from time to time. We may increase the price of any of our offerings/subscriptions at any time and where we do so, we will give you notice in accordance with these Terms. For example, we may increase prices where our cost of providing the content on WBA TV increases or to reflect that new content/services are introduced to WBA TV. As WBA TV is provided on an ongoing basis, we cannot foresee all changes that may be required in the future, which may mean we have to increase prices for reasons not set out in these Terms.
- 3.2. You must pay the one off fee (if any) for the one off content requested or the subscription fee (if any) applicable to the time period [for which](#) you have subscribed ~~for~~ ("**Subscription Period**"), in accordance with the fee plan notified to you at the time of registration and confirmed in our acceptance email sent to you (the "**Fee**").
- 3.3. Except in the case of obvious error the Fee is as set out on the Site at the time of your application for a WBA TV subscription. If we accept and process your order where a price error is obvious and unmistakable and could reasonably have been recognised as such by you, we may end the contract and refund you any sums paid.
- 3.4. Unless otherwise stated, all Fees are inclusive of VAT or other similar sales tax in your territory. If the rate of VAT or similar sales tax in your territory changes between your order date and the end of the Subscription Period, we will adjust the rate on subsequent instalments of the Fee outstanding on your payment plan.
- 3.5. You are responsible for any other additional local taxes or duties applicable to the territory in which you reside or otherwise access WBA TV from.

- 3.6. All payments must be in UK pounds sterling, unless we have expressly set out an alternative currency by which you may pay in the order process or any renewal notice. We cannot accept payment in currencies other than those expressly noted at the time you submit your order or in any subsequent renewal notice.
- 3.7. You may pay the Fee in a number of ways:
- 3.7.1. Credit/Debit card. The Fee will be automatically billed against the credit/debit card number that you provide in the registration form. Payment may be made by any of the following credit, debit or prepaid cards: Visa, Mastercard or America Express.
- 3.7.2. Direct Debit. If you elected to pay by direct debit (only where we have expressly offered this as a payment option during your subscription order process, or as part of any subsequent renewal notice) we will debit the bank account ~~for~~ which you provided ~~the details for~~. The amounts to be debited will be as set out in the fee plan notified to you.
- 3.7.3. Voucher code. From time to time the Club may issue voucher codes which will provide access to WBA TV. Any additional terms and conditions applicable to the access provided by the voucher will be set out on the voucher. In the event of ~~any~~ conflict with these Terms, the terms of the voucher will take priority.
- 3.8. Unless as a result of our direct fault, we do not accept any responsibility for payments which are not received by us or accepted by your bank / payment provider.
- 3.9. We have contracted with Stream AMG to provide the streaming services that provide you (the subscriber who pays a fee) with the ability to access and view our content. The payment processing relating to the ability to view the content may also be provided by Stream AMG on our behalf. Payment for the ability to view our content is made to Stream AMG on our behalf, based upon the Fee that applies to the package that you order. The Fees will be processed through Stream AMG and will be processed in a secure manner by a third-party payment services provider retained by Stream AMG. If applicable, Stream AMG or their third-party payment service provider will make available to you their terms and conditions and relevant privacy policies.

4. Changes & Updates

- 4.1. We may change WBA TV and/or these Terms without giving you notice in order to:
- 4.1.1. reflect changes in relevant laws or regulatory requirements;
- 4.1.2. implement minor or emergency technical adjustments, for example to address a security threat;
- 4.1.3. alter or improve the presentation of the user interface, or increase functionality (where this does not increase the price payable by you for your current subscription period);

- 4.1.4. change the way we structure our services and or the way we provide WBA TV and any content on WBA TV;
 - 4.1.5. implement and reflect planned changes we have prominently and specifically drawn to your attention when or before you submitted your order, or (in relation to any renewal) as part of your renewal reminder, referred to in clause 5 below;
 - 4.1.6. implement other minor changes which would not reasonably be likely to cause you a material detriment in your use of WBA TV nor increase the price payable by you in your current subscription, or which we reasonably believe to be for the benefit of users;
 - 4.1.7. removal of outdated or redundant features from WBA TV; or
 - 4.1.8. reorganise the way we structure our business / services.
- 4.2 For more significant planned changes to WBA TV and/or these Terms or changes that are not listed in clause 4.1 above ~~due to the ongoing basis of WBA TV~~, you will be provided with reasonable notice of the planned change. For example, this may include detrimental changes to the nature of or locations in which certain types of content relevant to your WBA TV subscription are available. This is sometimes required to reflect changes in football (soccer) league/teams appointed broadcasters from time to time. After receiving such notice, you may then contact us before the change is implemented to end your subscription if you do not wish to be bound by the change, in which case your subscription will end at the end of that calendar month or expiry of your current Subscription Period (whichever is sooner) and you will receive a refund for any outstanding period of your subscription for which you have already paid. If you do not contact us to unsubscribe before the change is implemented, you will be deemed to have agreed to the change. No refunds will be offered in respect of WBA TV +.
- 4.3. We may update the underlying software relating to WBA TV or require you to implement updates from time to time to continue accessing WBA TV. For example, as time goes on you may need to ensure your system remains compatible with any technical requirements to use WBA TV (see clause 2 above).
- 4.4. The most up to date version of the Terms will be available on the Site and/or the App. We recommend you print out the latest set of Terms for your reference. Save for as set out in clause 4.2 above, your continued use of WBA TV after such changes have been made will be your deemed acceptance of the new terms. If any change to these Terms or changes carried out in accordance with them is found ~~to be~~ invalid, void or ~~unenforceable~~ for any reason ~~unenforceable~~, only that change will be disregarded and it will not affect the validity and enforceability of any remaining changes or Terms.

5. Automatic Renewal

- 5.1. This section 5 applies to WBA TV Matchday packages (monthly and/or seasonal) only and does not apply to WBA TV (free access), WBA TV + and/or any single match purchase or any other one-off event purchase. Access to WBA TV + will continue until terminated in

accordance with the Terms, the Membership Terms, any other terms that apply to provision of WBA TV + and/or any right under law.

- 5.2. Your subscription is for the Subscription Period you select to purchase and will, unless we notify you otherwise, be automatically renewed at the end of the previous Subscription Period for a further equivalent period using the same payment details/method ~~through which that~~ you purchased your subscription ~~through~~. Where such details are out of date, we will contact you to arrange [an alternative method of payment method](#).
- 5.3. Monthly Subscriptions: We will not normally send you reminders of renewal, unless there are changes in your renewal period [of which](#) you need to be aware ~~of~~ (see section 4 above). You can unsubscribe from WBA TV Matchday with effect from the end of your monthly Subscription Period (or relevant renewal month) by contacting us at [wbatsupport@streamamg.com](mailto:wbatvsupport@streamamg.com) not less than 5 days prior to the date of renewal. Your subscription will continue until the end of the month in which you notify us in accordance with this [clause 5.3section](#), and you will continue to be charged for that month.
- 5.4. Annual Subscriptions: The following process will apply to your renewal:
 - 5.4.1 a reminder will be sent to you, via the email address you provide on registration or update from time to time in your My Account on wba.co.uk, at least 21 days before the end of your last annual Subscription Period reminding you that your subscription will automatically renew at the end of the current Subscription Period;
 - 5.4.2. at the same time as that reminder, you will also be informed of:
 - 5.4.2.1.the terms and conditions applicable to the renewed Subscription Period;
 - 5.4.2.2.the price for that renewal period, if different from that for the current Subscription Period;
 - 5.4.2.3.action(s) you need to take if you do not want your subscription to be automatically renewed; and
 - 5.4.2.4.any other information we believe may be relevant to the renewed Subscription Period.
 - 5.4.3. if your subscription is renewed as above (and you opted to receive your renewed subscription benefits immediately, waiving your right to cancel) you may only cancel the contract where we are not at fault if you provide us with at least 30 days' notice of your desire to cancel. The contract will not end until the end of the calendar month in which that notice expires. You will be entitled to a pro-rata refund of any sums you have paid relating to the period after termination, less an administration charge of ten per cent (10%) of that refund value.
- 5.5. Unless you have opted to unsubscribe from WBA TV Matchday not less than 5 days prior to the date of renewal, your subscription will be automatically renewed. You will be deemed to have accepted the renewal on the terms and basis set out in the reminder (or,

for monthly subscriptions where we have not notified you in advance of changes, on the same terms as your previous subscription). You will be charged in accordance with the same timings as ~~under~~ the payment plan applicable to your immediately preceding Subscription Period, unless otherwise notified to you as part of any reminder ~~sent to you above~~.

- 5.6. If you have unsubscribed from WBA TV Matchday rather than renewing and you previously paid by direct debit, you are responsible for ensuring that you cancel your direct debit through your bank in order to prevent any future payments being taken by us. Save for returning payments received by us in error on request from you, we will not accept any liability for payments taken from your bank account as a result of your failure to cancel the direct debit instruction ~~withat~~ your bank, including (for example only) interest charges and other fees.
- 5.7. When you acquire a subscription subject to this clause 5, you acknowledge and agree to the automatic -renewal of your subscription under these Terms save for where your subscription is cancelled or brought to an end earlier under these Terms, any other terms that apply to provision of the relevant subscription and/or any right under law.

6. Cancellation and Refunds – Please read carefully

- 6.1. By purchasing digital content, you expressly acknowledge that the content purchased and any subscription benefits as part of that package (if any) will be provided immediately and as such you have expressly agree to waive your cancellation rights unless permitted to do so in these Terms and/or under any law. This does not affect any other rights you may have ~~inat~~ law, including where we are at fault.
- 6.2. See clause 5.4.3 above regarding cancellation after any automatic renewal.
- 6.3. You may cancel your subscription by logging in and going to your My Account page in WBA TV and clicking on the "Cancel" button. You may cancel your subscription at any time prior to the expiry of your Subscription Period, but in such circumstances you will continue to have access to your subscription for the duration of your Subscription Period and continue to pay for your subscription during such time (unless you have already paid for the entire Subscription Period).
- 6.4. Where you are having technical issues whilst viewing or attempting to view a match please notify us of the problem to wbatvsupport@streamamg.com during the relevant match with details of the problem, screenshots if possible and information about the devices and browsers you are using. If we are notified during the relevant match, we can make attempts to investigate and rectify the problem. Issues reported after the match will not qualify for a refund. Where you choose not to view content then no refund will be issued. Where you have purchased a one-off match stream (video/audio) ~~and you are unable to view the match due to a technical error that is caused directly by the Club or our providers for more than 40 minutes, you will be eligible for a pro-rated refund provided thatand~~ you have complied with this clause 6.4 and these Terms, ~~if you are unable to view the game due to a technical error that is caused directly by the Club or our providers for more than 40 minutes you will be eligible for a pro-rated refund.~~

- 6.5. Where you are having technical issues relating to WBA TV+ please email myalbion@wbafc.co.uk with details of the problem, screenshots if possible and information about the devices and browsers you are using.

7. Disclaimers and Liability

- 7.1. Save for clause 7.6 below, the Club or any of its staff or other representatives will not be responsible or liable to you for any loss, damage, or inability to access and/or use WBA TV which:

7.1.1. is due to any use you make of WBA TV, other than that we permit under this agreement;

7.1.2. relates to any suspension, restriction or cancellation to your WBA TV access in accordance with clause 8 below or any failure, interruption or cancellation of your use of WBA TV or any content on WBA TV caused by events outside our reasonable control. For example (and amongst other things) this may include fire, floods, severe weather, terrorist activity or civil disruption;

7.1.3 is due to incompatibility of your devices or systems with the compatibility and technical requirements we have informed you of from time to time (see clause 2 above);

7.1.4 is caused by viruses, errors, bugs, trojans, worms or other harmful data not caused by us or attributable to an error or problem with WBA TV, any platform that WBA TV is accessed through or www.wba.co.uk;

7.1.5. is caused by your failure to follow any reasonable instructions we have made known to you relating to your use of WBA TV;

7.1.6. is caused by any delay or failure to access WBA TV (or any part of it) caused by a change made by a third party supplier that is outside our reasonable control or any other event outside our control;

7.1.7. is caused by any content provided by or originating from third parties as part of WBA TV or for any product or service advertised, promoted, offered or sold by third parties on or via WBA TV;

7.1.8. concerns loss or damage:

7.1.8.1. which is not a foreseeable result of our breach of these Terms (though we will be responsible for loss or damage directly caused by us which is foreseeable). Loss of damage is foreseeable if either it is obvious that it will happen or if, at the time we enter this contract, both you and we knew it might happen; or

7.1.8.2. relating to any business, including (amongst other things) loss of profits, loss of business, loss of opportunity and/or business interruption. WBA TV is made available for private and domestic purposes only.

- 7.2. We are not responsible for or liable for any loss, damage or harm you suffer as a result of using any third-party apps, services, adverts or websites, the content you access through them ~~or~~ any failure of them to function properly.
- 7.3. We do not endorse and shall not be held responsible for or liable for any content, advertising, products or services on or available from any third-party apps, services, advertising or websites.
- 7.4. Any dealings between you and any third-party advertisers or merchants found or accessed via WBA TV, including payment for and delivery of any products, services and any other terms, conditions, warranties or representations associated with such dealings are made between you and the relevant advertiser or merchant. We are not responsible or liable for any loss or damage of any kind incurred as a result of any such dealings.
- 7.5. Whilst we make reasonable effort to ensure the information and content provided in WBA TV is accurate, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information.
- 7.6. We do not limit or exclude in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury resulting from our negligence; fraud; fraudulent misrepresentation or for breach of your mandatory legal rights that cannot be excluded. You should seek your own legal advice in relation to any such rights ~~in~~ law.

8. Suspension, Restriction and Cancellation

- 8.1. We make no commitment to continue supporting or providing access to WBA TV on an ongoing basis.
- 8.2. We may suspend, restrict or cancel your access to all or part of WBA TV at any time without refunding or offering compensation if:
 - 8.2.1. you do not make payment to us when such payment is due (or your chosen payment method has failed or has been refused by your payment service provider);
 - 8.2.2. we are unable to verify any or all information you have provided to us, or where you have provided incomplete information and you do not, within a reasonable time of us asking for it, provide us with required information that is necessary for us to start or continue making all or part of WBA TV available to you;
 - 8.2.3. you use WBA TV or the content accessed through WBA TV for anything other than personal domestic use;
 - 8.2.4. you breach these Terms or any other terms that apply to your use of WBA TV. ~~In,~~ in the case of a minor breach (to be interpreted by the Club acting reasonably) we will first give you the opportunity to ~~address~~fix the minor breach within 7 days of us notifying you of such breach and requiring you ~~address~~fix it;
 - 8.2.5. your use of WBA TV is reasonably considered abusive, excessive, or against the interests of other subscribers or persons;

- 8.2.6. we suspect or believe you are using a VPN to access WBA TV;
 - 8.2.7. where it is not reasonably avoidable due to technical or operational reasons which are beyond our reasonable control;
 - 8.2.8. you or anyone representing you has acted towards our staff or agents in a way which we reasonably consider to be inappropriate or unacceptable and sufficiently serious to justify restricting or ending your use of WBA TV;
 - 8.2.9. we suspect or believe that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of WBA TV.
- 8.3. In addition, we may close WBA TV on providing not less than 30 days' notice. If this occurs part way through your subscription, you will receive a pro-rata refund of any Fees you have already paid relating to the period of your current Subscription Period remaining as at the date of termination save that this will not apply in respect of WBA TV+ (in such circumstances the terms of the relevant Membership will apply).

9. Maintenance

From time to time, WBA TV may be taken down and your access to all or part of it suspended in order for work to be carried out relating to changes required by law or regulatory requirements, the upgrading and/or maintenance as necessary for the provision of WBA TV. We shall give as much notice as is reasonable in the circumstances and shall endeavour to ensure that such works are carried out as quickly as possible and at times which minimise inconvenience to you. This may not be possible in cases of emergency to rectify significant faults, prevent further risk to you, other users or WBA TV technology.

10. General

- 10.1. Any notices we send will be sent electronically (including via WBA TV, via an App update, via notification within the App or via a “push” notification to your device where enabled or via email to the email address you supply during the registration process or update and inform us of from time to time in accordance with these Terms). Please ensure that your contact details are kept up to date by logging in to your My Albion account at login.wba.co.uk as we take no responsibility for you failing to receive a notice where incorrect or out of date details are held by the Club ~~on your behalf in respect of you~~. We ask that any notices you send to us are sent by email to myalbion@wbafc.co.uk. Notices will be deemed to have been delivered on the day they are sent, provided we have not received a failed delivery notice, in which case we will send notice via WBATV. Notifications given via WBATV will be deemed delivered the day after they appear on WBATV. You should regularly check WBA TV, and we recommend that you print out for your records any notices and the latest edition of these Terms.
- 10.2. If we fail or delay to exercise or enforce any right, we have under these Terms such failure or delay will not be deemed to be a waiver of that right nor will it prevent us exercising or enforcing that right on a later occasion.

- 10.3. This contract is personal between you and us. No third party will have any rights to enforce the Terms.
- 10.4. We may transfer our rights and obligations under this agreement to another organisation. We will always let you know if this happens. Please note you need our consent to transfer your rights and obligations under this contract to anyone else.
- 10.5. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

11. Complaints

- 11.1. If you have any questions or complaints about WBA TV, please contact us at whatvsupport@streamamg.com.