

FootballMercato.TV: video clip online publishing form

Print the form below, fill it out legibly and completely and then send it together with video tape or CD/DVD to the address indicated in the form.

1. Subscription Information

Contact Information

Last Name: Brown Address: 11 Montpelier Road
First Name: Simon City: Birmingham
E-mail: Simon.Brown@mail.co.uk ZIP/Postal Code: B24 8EB
Country: England

Your Subscription

Status: Amateur Professional
Profile: Player Club Coach Agent
Duration: 3 months 6 months 12 months
 FootballMercato.TV subscription completed on the web site (mandatory)

2. Video

Video clip duration is limited to 5 minutes. However, if your original video clip is longer, we will do the editing for you based on your specifications.

Player's name: Simon Brown
Colour of player's jersey: red and white
Number on player's jersey: 6
Sequence to be digitalized (time)
(example: 12:57-17:57, etc.): 11:34-14:26; 15:00-15:25

Note: The video tape or CD/DVD will not be returned. Incomplete or incorrectly filled forms will not be processed.

3. Terms of Use

- I have read and signed the FootballMercato.TV Program Terms and Conditions attached to this form.
- I certify that I have the necessary rights to make this content available on Internet, as set forth in the Terms of Use. I certify that this content does not include pornographic or obscene material.

4. Send this form and video tape or CD/DVD to one of the following addresses:



Linea Networks (FootballMercato.TV)
12, place des Dominos
Paris La Défense 1
92400 Courbevoie
France

Linea Networks (FootballMercato.TV)
Titova 30/IV
71 000 Sarajevo
Bosnia-Herzegovina

After reception of your video tape or CD/DVD, we will do the final video editing and add your video clip to your ad. You will be notified by e-mail as soon as the video is available online.

Important: You must sign FootballMercato.TV Program Terms and Conditions attached to this form (Page 4).

Date, signature:

22/06/2006

Simon Brown

Conforming to the Computing and Liberties Act, applicants are entitled to a right of access rectification and opposition to the said information. Registration form to be returned to: Linea Networks (FootballMercato.TV), 12, place des Dominos, Paris La Défense 1, 92400 Courbevoie, France or Linea Networks (FootballMercato.TV), Titova 30/IV, 71 000 Sarajevo, Bosnia-Herzegovina.

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FootballMercato.TV Program Terms and Conditions

PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR THE FOOTBALLMERCATO.TV (VIDEO UPLOAD) PROGRAM (THE "**PROGRAM**"). THE TERMS AND CONDITIONS OF THIS CONTENT HOSTING SERVICES AGREEMENT (THE "**AGREEMENT**") GOVERN YOUR PROVISION OF CONTENT TO FOOTBALLMERCATO.TV FOR POSSIBLE INCLUSION IN THE PROGRAM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO PARTICIPATE IN THE PROGRAM. THIS AGREEMENT BETWEEN YOU (AS DEFINED BELOW) AND FOOTBALLMERCATO.TV AND ITS AFFILIATES ("**FOOTBALLMERCATO.TV**" OR "**WE**" OR "**US**") IS SUBJECT TO CHANGE BY FOOTBALLMERCATO.TV AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION. BY SIGNING THIS AGREEMENT YOU (I) ACCEPT THIS AGREEMENT EITHER FOR YOURSELF OR ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, (II) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND (III) HAVE ENTERED INTO A BINDING AGREEMENT BETWEEN YOU AND FOOTBALLMERCATO.TV. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THESE TERMS AND CONDITIONS.

Introduction. By entering into this Agreement, You are requesting to participate in the Program where FootballMercato.TV provides hosting services for the content provided by You to end users, subject to the terms of this Agreement. "**You**" means you or, if you are entering into this Agreement on behalf of your employer or another entity, then "You" means that employer or entity and affiliates.

1. Program Participation. Participation in the Program is subject to FootballMercato.TV prior approval and Your continued compliance with the terms of this Agreement. We reserve the right to refuse participation to any applicant or participant at any time in our sole and absolute discretion, and to withdraw content, suspend, restrict and/or terminate the services provided under this Agreement and Your participation in the Program, immediately without notice to You and without liability to FootballMercato.TV, for any reason, including repeat violations of our copyright policy or other Program policies. You must register for the Program and create an account in order to participate in the Program. To register and create an account, go to <http://www.footballmercato.com/itp.aspx>. You are solely responsible for keeping your email address and other contact information updated.

2. Your Content. After entering into this Agreement, You may designate content for hosting and display to end users (i) by sending copies of Your content to FootballMercato.TV at the address located at <http://www.footballmercato.com/fmtv.aspx>, in a format designated by FootballMercato.TV; and (ii) by providing additional information about Your content in the FootballMercato.TV form. All content so designated by You and contained within or provided by You in association with such content, including but not limited to all images, closed captioning, metadata and music, is referred to collectively as "**Authorized Content.**" FootballMercato.TV shall have no obligation whatsoever to return any materials delivered to it for uploading under this Agreement.

3. Use of Content. By entering into this Agreement and sending Your Authorized Content to FootballMercato.TV, you are directing and authorizing FootballMercato.TV to, and granting FootballMercato.TV a royalty-free, non-exclusive right and license to, host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt in order to (i) host the Authorized Content on FootballMercato.TV servers, (ii) display, perform and distribute the Authorized Content, in whole or in part, in connection with FootballMercato.TV products and services now existing or hereafter developed, including without limitation for syndication on third party sites. This license gives FootballMercato.TV the right to display Your Authorized Content via streaming and/or downloading technologies, and to display limited excerpts of Your Authorized Content for no fee to the end user. FootballMercato.TV is not responsible for any loss, theft, intellectual property infringement or damage of any kind to the Authorized Content.

4. Promotional License, Brand Features, Publicity. You hereby grant FootballMercato.TV a non-exclusive, world-wide, royalty-free license to use Your name and logo ("**Brand Features**"), in connection with Your Authorized Content, and to use limited excerpts from Your Authorized Content for advertising or promotional purposes, including without limitation the right to publicly display, perform, reproduce and distribute such excerpts and Brand Features on the Internet and in presentations, marketing materials, customer lists and Web site listings of customers. If this Agreement is terminated, FootballMercato.TV may continue to use such excerpts and Brand Features in printed (versus "online") materials that are in existence as of the date of termination until such materials are depleted or are redesigned, whichever comes first.

5. Proprietary Rights. Nothing contained in this Agreement conveys any ownership right to Us in any of the Authorized Content, or other materials provided by You. You acknowledge that as between You and FootballMercato.TV, FootballMercato.TV owns all right, title and interest in and to the Program, FootballMercato.TV products and services, including without limitation, all intellectual property rights.

6. Confidentiality. You agree not to disclose FootballMercato.TV Confidential Information without Our prior written consent. **“FootballMercato.TV Confidential Information”** includes without limitation: (i) all FootballMercato.TV software, technology, programming, technical specifications, materials, guidelines and documentation relating to this Program; (ii) financial information (including pricing), business information, including operations, planning, marketing interests, products, and any other reporting information provided by FootballMercato.TV; and (iii) any other information designated in writing by FootballMercato.TV as “Confidential” or an equivalent designation or that would otherwise be reasonably considered confidential or proprietary under the circumstances. It does not include information that has become publicly known through no breach by You, or information that has been (a) independently developed without access to FootballMercato.TV Confidential Information, as evidenced in writing; (b) rightfully received by You from a third party without a breach of confidentiality by such third party; or (c) required to be disclosed by law or by a governmental authority.

7. Disclaimer and Limitation of Liability. THE PROGRAM, FOOTBALLMERCATO.TV PRODUCTS AND SERVICES, ANY COPY PROTECTION, SECURITY FEATURES ARE PROVIDED “AS IS” WITH NO WARRANTIES WHATSOEVER. FOOTBALLMERCATO.TV AND ITS LICENSORS AND THIRD-PARTY SERVICE PROVIDERS (INCLUDING BUT NOT LIMITED TO TELECOMMUNICATIONS, SERVER AND HOSTING SERVICES, POWER SUPPLIERS, AND OTHER SERVICE PROVIDERS (COLLECTIVELY, “SERVICE PROVIDERS”)) EXPRESSLY DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, AND PERFORMANCE OF THE PROGRAM, ANY TECHNOLOGY USED IN CONNECTION THEREWITH, THE AUTHORIZED CONTENT, TERRITORY RESTRICTION FEATURES AND TECHNOLOGY, THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND WARRANTIES AS TO THE PERFORMANCE OF COMPUTERS OR NETWORKS. FOOTBALLMERCATO.TV, ITS LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT ANY FOOTBALLMERCATO.TV PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT THE RESULTS OR INFORMATION OBTAINED FROM USE OF FOOTBALLMERCATO.TV PRODUCTS OR SERVICES WILL BE ACCURATE OR RELIABLE. IN NO EVENT SHALL FOOTBALLMERCATO.TV, ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

YOU UNDERSTAND AND AGREE THAT YOU USE THE PROGRAM AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR AUTHORIZED CONTENT.

8. You Must Have the Right to Use All of the Images, Music and Data of Any Sort in Your Authorized Content, and You Must Have the Right to Grant the Licenses in this Agreement. By entering into this Agreement and providing Your Authorized Content to FootballMercato.TV, You represent and warrant to FootballMercato.TV the following: (a) You are at least 18 years of age if You are a natural person; (b) all of the information provided by You to FootballMercato.TV to enroll and participate in the Program is correct and current (including without limitation information You provide in the FootballMercato.TV Form); (c) the Authorized Content is not, in whole or in part, pornographic or obscene; (d) You hold and will continue to hold the necessary rights, including but not limited to all copyrights, trademark rights and rights of publicity in and to Your Authorized Content and Your Brand Features to enter into this Agreement and to grant the rights granted herein; (e) You have the legal right and authority to enter into this Agreement, to perform the acts required of You under the Agreement, and to grant the rights and licenses described in this Agreement. You further represent and warrant that (i) the Authorized Content and the rights and licenses granted to FootballMercato.TV under this Agreement and FootballMercato.TV authorized use of Your Authorized Content (including the public display, public performance, distribution and reproduction of Your Authorized Content): (i) do not and will not violate any applicable law, statute, ordinance or regulation and (ii) do not breach and will not breach any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort or contract theories.

9. Your Obligation to Indemnify. You agree to indemnify, defend and hold FootballMercato.TV and its respective directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively “Indemnified Person(s)”) harmless from and against any and all third party claims, liability, loss and expense (including reasonable legal fees, damage awards, and settlement amounts) brought against any Indemnified Person(s) arising out of, or related to or which may arise from Your Authorized Content, Your Brand Features, FootballMercato.TV authorized use of any of the foregoing, Your use of the Program, and/or Your breach of this Agreement. The Indemnified Persons may in their sole discretion control the defense, at Your expense, of any claim indemnified herein. In the event that the Indemnified Parties determine not to control the defense of any claim hereunder, any Indemnified Person may join in defense with counsel of its choice at its own expense. You will not settle or resolve any such claim in a manner that imposes any liability or obligation on FootballMercato.TV or affects FootballMercato.TV rights in connection therewith without the advance written approval of FootballMercato.TV, which will not be unreasonably withheld or delayed.

10. Termination; Withdrawal of Content. Either party may terminate this Agreement immediately upon written notice to the other party if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business. You may terminate this Agreement for convenience upon thirty (30) days prior written notice. You may withdraw Your Authorized Content from public display in the Program by providing FootballMercato.TV with a written request. FootballMercato.TV will use commercially reasonable efforts to remove Your Authorized Content from public display within thirty (30) days from receipt of notice of termination or withdrawal. FootballMercato.TV may at any time in its sole discretion and without liability to FootballMercato.TV terminate the Program or any product, service or feature offered in the Program, terminate this Agreement, or withdraw any Authorized Content in the Program.

11. Privacy and Information Rights. You agree that We may use information that You provide to Us when You register for the Program in accordance with the privacy policy located at <http://www.footballmercato.com>. In addition, You agree that FootballMercato.TV may transfer and disclose this information, including personally identifiable information, to third parties for the purpose of approving and enabling your participation in the Program, including to third parties that reside in jurisdictions with less restrictive data laws than Your own. FootballMercato.TV may provide any of the above information in response to valid legal processes, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. FootballMercato.TV disclaims all responsibility, and will not be liable to You, however, for any disclosure of that information by any such third party.

12. General.

a. Notices. Unless provided for to the contrary in this Agreement, any and all notices or other communications or deliveries required or permitted to be made under this Agreement shall be sent (a) if to You at the electronic mail address You provide in registering for the Program and (b) if to FootballMercato.TV to such address as provided at <http://www.footballmercato.com/fmtv.aspx> or as otherwise provided in writing for such notice purposes. Notice shall be deemed received (i) upon receipt when delivered personally, (ii) upon written verification of receipt from overnight courier, (iii) upon verification of receipt of registered or certified mail (iv) upon verification of receipt via facsimile, provided that such notice is also sent simultaneously via first class mail, or (v) by electronic mail when sent by FootballMercato.TV only. Contact information shall be updated as necessary to ensure that each party has current information regarding all such contacts.

b. Miscellaneous. You may not resell, assign or transfer any of Your rights hereunder. Any such attempt shall be null and void. The relationship between FootballMercato.TV and You is not one of a legal partnership relationship, but is one of independent contractors. The words "You" or "Your" shall also mean heirs, executors, administrators, successors, legal representatives and permitted assigns. This Agreement does not affect any right that either party would have had, or shall have, independent of the Agreement including rights relating to Authorized Content under applicable law, including but not limited to copyright law. Neither party shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet or other network disturbances. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches. The section titles used in this Agreement are purely for convenience and carry with them no legal or contractual effect. Except as to any prior version of this Content Hosting Service Agreement between you and FootballMercato.TV that sets forth the license to and use by FootballMercato.TV of your Authorized Content, (i) nothing in this Agreement is intended to be, or will be construed as, altering, revising, modifying or otherwise amending any other content hosting services agreement; and (ii) in the event of a conflict between this Agreement and any other content hosting service agreement that You enter into with FootballMercato.TV with respect to Your Authorized Content, the terms of that other content hosting services agreement shall govern. Except as otherwise set forth herein, this Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement shall be construed as if jointly drafted by the parties. This Agreement shall be governed by the laws of Bosnia and Herzegovina, without regard to its principles of conflicts of law. Any litigation hereunder shall be brought in any court of competent jurisdiction in Sarajevo, Bosnia and Herzegovina; the parties agree that venue shall be proper in, and consent to the personal jurisdiction of, such courts. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The provisions of Sections 4, 5, 6, 7, 9, 11, and 12 shall survive any expiration or termination of this Agreement.

22.06.2006

SIMON BROWN

Simon Brown

Date

Printed Name

Signature