

# Terms of Website Use

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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.**

These Terms of Website Use ("these Terms") (together with the documents referred to within) tell you the terms of use on which you may make use of SquadInTouch.com ("our Website"). Use of our Website includes accessing, browsing, or registering to use our Website.

Please read these Terms carefully before you start to use our Website, as these will apply to your use of our Website. We recommend that you print a copy of this for future reference.

By using our Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use our Website.

## 1 Information about Us

Our Website is operated by SquadInTouch Ltd ("We", "Us"). We are registered in England and Wales (Company number 09657481) and our registered office is at Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP. We are a limited company.

## 2 Definitions

**"Coach/Teacher Member(s)"** refers to any or all of the sports coaches and sports teachers who are registered with or employed by a Registered School to provide sports coaching to the Pupils and/or for organizing Pupil sporting events.

**"Members"** refers collectively to the Coach/Teacher Members, Parent Members and School Members.

**"Parent Area"** means the area of our Website that can be accessed by Parent Members only.

**"Parent Member(s)"** refers to any or all of the parents or legal guardians of the Pupils who successfully register as users of our Website.

**"Public"** refers to anyone accessing the Public Area.

**"Public Area"** refers to the area of our Website which can be accessed by anyone without registration. Each Registered School will have a public website within this area where they can publish content which will be available to anyone who accesses our Website, whether or not they are a Member.

**"Pupil(s)"** refers to any or all of the children who attend a Registered School and participate in sporting events.

**"Registered School(s)"** refers to any or all of the schools which are registered as users of our Website.

**"Restricted School Area"** means the area of our Website that can be accessed by School Members and Coach/Teacher Members.

**"School Member(s)"** refers to any or all of the school officials who are registered users of our Website on behalf of a Registered School.

**"Services"** means the services available to Members via our Website.

**"Unrestricted Member Area"** means the area of our Website that can be accessed by all Members.

### **3 Registration**

If you would like to access our Services you will be required to register. Please click the 'Join Us' icon on our Website homepage.

Your username will be the email address which you enter when registering to use our Website. You will be required to choose a password as part of our registration procedure, you must treat your chosen password as confidential and you must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

#### **Parents**

Please note that if you are registering to join as a Parent Member you will not be permitted access to the Parent Area or Unrestricted Member Area until your identity has been confirmed by the Registered School where your child is a Pupil.

By registering as a Parent Member you consent to other Parent Members and School Members uploading personal sporting information and photographs of your child/children who are Pupils to our Website. For example, this may include, but is not limited to fixture results and photographs from sporting events.

#### **Coaches/Teachers**

Please note that if you are registering to join as a Coach/Teacher Member you will not be permitted access to the Restricted School Area or Unrestricted Member Area until your identity has been confirmed by the Registered School you are registered with or employed by.

You will not upload personal sporting information and/or photographs in relation to a Pupil, unless written consent has been obtained from the parent or legal guardian of that Pupil in accordance with the 'Content Standards' section of our Acceptable Use Policy.

#### **Schools**

Please note that if you are registering to join as a Registered School you will not be permitted access to the Restricted School Area or Unrestricted Member Area until the school's credentials have been confirmed by Us. Once registration is complete you will be responsible for allowing access to the relevant School Members.

School Members will be responsible for confirming the identity of Parent Members and Coach/Teacher Members and allowing these Members access to the Restricted School Area, Unrestricted Member Area and Parent Area as applicable.

Registered Schools must be aware that any content published to the Public Area can be seen by the Public and not just by Members.

School Members must be satisfied that the appropriate written consent has been obtained from the parents or legal guardians of the Pupil prior to uploading personal sporting information and/or photographs in relation to a Pupil in accordance with the 'Content Standards' section of our Acceptable Use Policy.

#### **Public**

The Public are able to access the Public Area without registration. The content uploaded on the Public Area is uploaded by the Registered Schools.

## 4 Account Security

All Members are required to comply with all applicable provisions of these Terms and the other policies referred to within. In particular all Members should comply with the following rules:

- 1 You should not use or register to use our Website if you are under the age of 18 years old.
- 2 You should not use our Website if you are not a school, parent, teacher or coach. Pupils are not permitted to use our Website.
- 3 You should not use our Website if you have been convicted of any offence or are subject to any court order relating to assault, violence, sexual misconduct or harassment or if you are on the Sex Offenders Register.
- 4 You must provide your real name and personal information when you register as a Member and must keep your personal details including your email address and correspondence address accurate and up-to-date.
- 5 You will not provide any false personal information on our Website, or create an account for anyone other than yourself without their permission.
- 6 You will not share your password with any one and you will not let anyone else access your account, or do anything else that might jeopardise the security of your account. If you know or suspect that anyone other than you knows your password, you must promptly change your password to ensure your account is secure.

## 5 Privacy, Acceptable Use and Cookies

Please also review the following documents, which provide additional information about your use of our Website:

- 1 Our **Acceptable Use Policy**, which sets out the permitted uses and prohibited uses of our Website. When using our Website, you must comply with this Acceptable Use Policy.
- 2 Our **Privacy Policy**, which sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- 3 Our **Cookie Policy**, which sets out information about the cookies on our Website.

## 6 Uploading your Content to our Website

Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other Members of our Website, you must comply with the Content Standards set out in our Acceptable Use Policy.

Any content you upload (including photographs) to our Website will be considered non-confidential and non-proprietary, however, you can control where it is shared through your privacy and application settings, for example Parent Members can choose to share photos with their child's Registered School, Coach/Teacher Members and other Parent Members (via the Unrestricted Member Area), just to other Parent Members who have a child in the same fixture (via Parent Area) or they can just upload to their child's personal page which is accessible by them only. You are solely responsible for securing and backing up your content.

Registered Schools must ensure that any content uploaded to the Public Area is suitable for publication to the Public via this area of our Website.

You retain all of your ownership rights in your content, but you are required to grant us and other Members of our Website (if you are sharing in Unrestricted Member Area or Parent Area) a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph.

By uploading content to our Website, you grant Us a non-exclusive, transferable, sub-licensable, royalty-free worldwide licence to use any intellectual property rights contained in your content. When you choose to make content or information public on the Unrestricted Member Area or Parent Area, it means that the content will be available to be seen and accessed by any user of our Website who has access to this area and who will be able to associate the content with you.

You warrant that any such contribution complies with our Acceptable Use Policy, and you will be liable to Us and indemnify Us for any breach of that warranty. If you are a Parent User, this means you will be responsible for any loss or damage We suffer as a result of your breach of warranty.

We have the right to remove any posting you make on our Website if, in our opinion, the post does not comply with the Content Standards set out in our Acceptable Use Policy.

If you choose to delete any of the content you have uploaded onto our Website, it is deleted in a manner similar to emptying the recycle bin on a computer and that removed content may remain in backup copies for a reasonable period of time (but will not be available to others).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other Member on our Website. The views expressed by other Members on our Website do not represent our views or values.

## **7 Safety of Our Site**

We do our best to keep our Website safe and to protect the safety of the Pupils and Members, but We cannot guarantee this. We need your help with this and require you to comply with the provisions of our **Acceptable Use Policy**.

We can remove any content or information you post on our Website if We believe that it violates these Terms (together with the documents referred to within).

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology device in order to access our Website and you should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to other areas within our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

## 8 Accessing our Website

The basic functions of our Website are currently made available free of charge to Parent Members and Coach/Teacher Members, however a charge applies for Registered Schools. Please contact Us as [info@squadintouch.com](mailto:info@squadintouch.com) for further information.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Website.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

Our site is directed to schools, parents coaches/teachers in the United Kingdom. We do not represent that content available on or through our Website is appropriate or available in other locations. We may limit the availability of our Website or any service described on our Website to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## 9 Mobile and Other Devices

Any mobile services we choose to provide will be free, but please be aware that your carrier's normal data charges will still apply.

In the event you change or deactivate your mobile telephone number, you are required to update your account information on our Website within 48 hours to ensure that your messages are not sent to any other person.

You provide consent and all rights necessary to enable Members to sync (including through an application) their devices with any information that is visible to them.

## 10 Changes to these Terms and our Website

To these Terms:

- 1 We may revise these Terms of Website Use at any time by amending this page. If We update these Terms We will update the 'last updated' date referred to at the end of this document. Please check these Terms from time to time to take notice of any changes We made, as they are binding on you.
- 2 Your continued use of our Website, following the changes to these Terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

To our Website:

- 1 We may update our Website from time to time, and may change the content at any time. However, please note that any of the content on our Website may be out of date at any given time, and We are under no obligation to update it. Content posted by School Members, Parent Members and Coach/Teacher Members can be edited, updated or removed by the posting Member at any time. We are not responsible for this content in anyway.

- 2 We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

## **11 Termination**

We have the right to disable any Members password or account, if in our reasonable opinion the Member has failed to comply with any of the provisions of these Terms or has created risk or possible legal exposure for Us. We will notify the Member of the termination by email or at the next time that Member attempts to access their account. If We disable a Members account due to a breach of any of these Terms, the Member will not be permitted to create another account without our permission.

As a Member you may request the closure of your account at any time by requesting closure in the area of the Website designated for such purposes.

## **12 Limitation of Liability**

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the law of England and Wales.

To the extent permitted by law, We exclude all conditions, warranties, representations or other terms that may apply to our Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, our Website or for reliance on any content displayed on our Website. If you are a School User (or any other business user), please note that in particular we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

If you use our Website as a Parent User (or any other private individual), please note that We only provide our Website for domestic and private use and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If you use our Website for business purposes, please note that in particular, We will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **13 No reliance on information**

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although We make reasonable efforts to update the information on our Website, We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

## **14 Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print, copy, and may download extracts, of any page from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from Us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **15 Third party links and resources in our Website**

Where our Website contains links to other sites (e.g. schools main websites) and resources which are provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## **16 Linking to our Website**

As a Registered School you may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

Other Members are not permitted to link to our Website without permission.

If you wish to make any use of content on our site other than that set out above, please contact us by email: [info@squadintouch.com](mailto:info@squadintouch.com).

## **17 Applicable Law**

Please note that these Terms, their subject matter and their formation, are governed by the law of England and Wales. You and We agree to that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland

If you are a School Member and you use our Website for business purposes any non-contractual disputes or claims will also be governed by the law of England and Wales.

## **18 Other**

If We fail to enforce any of these Terms, it will not be considered a waiver. Even if We delay in enforcing these Terms, this will not be considered a waiver and We will still be entitled to enforce these Terms at a later date.

You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.

All of our rights and obligations contained within these Terms are freely assignable by Us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

We reserve all rights not expressly granted to you.

You will comply with all applicable laws when using or accessing our Website.

These Terms and the documents referred to in them make up the entire agreement between you and Us regarding your use of our Website and supersede all preceding agreements. If any part of these Terms are found to be unenforceable, the remaining provisions will remain in full force and effect.

## **19 Contact Us**

To contact Us, please email [info@squadintouch.com](mailto:info@squadintouch.com) or you can write to Us at Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP

These Terms were last updated on 10 May 2016.

Thank you for visiting our Website.