

## WEBSITE TERMS OF USE AND DIGITAL SERVICES TERMS OF SALE

Safe Sport International is a company registered in England and Wales under company number 10117650, with its registered office at Devonshire House, 60 Goswell Road, London, England, EC1M 7AD (the "**Company**"). The Company operates the website: <https://www.safesportinternational.com/> (including <https://learning.safesportinternational.com>) (the "**Website**").

### 1. Understanding these terms

1.1 These terms and conditions ("**Terms and Conditions**") are divided into three parts:

1.1.1 part 1: the terms of use ("**Terms of Use**"). These describe how you may: (i) access and use the Website and the content on it (including, where purchased, the Digital Services (as defined below)); and (ii) interact with the Website. By using the Website you confirm that you accept the Terms of Use and that you agree to comply with them;

1.1.2 part 2: the terms of sale ("**Terms of Sale**"). These set out the terms on which you may purchase the right to access certain digital services available on the Website ("**Digital Services**"). The Terms of Sale will become binding on you when you submit an order for Digital Services via the Website and will be incorporated into the contract between you and us in relation to such order for Digital Services ("**Contract**"); and

1.1.3 part 3: general terms ("**General Terms**"). These set out certain terms and conditions that apply equally to your use of the Website under the Terms of Use and any purchases that you make through the Website under the Terms of Sale, including (for example) where you should direct any complaints and the law that governs these Terms and Conditions.

1.2 When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

1.3 In these Terms and Conditions, when we refer to "**we**", "**us**" or "**our**", we mean the Company; and when we refer to "**you**" or "**your**" we mean:

1.3.1 if you are acting for purposes that are wholly or mainly outside your trade, business, craft or profession, the person accessing or using the Website; or

1.3.2 if you are acting for purposes relating to your trade, business, craft or profession, then the business on whose behalf you are acting.

1.4 Please note that:

1.4.1 the Website uses cookies, the use of which are governed by the relevant provisions of our privacy policy (available [here](#)); and

1.4.2 we only use your personal information in accordance with our privacy policy (available [here](#)).

## PART 1: TERMS OF USE

### 2. The Website

- 2.1 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. We may update the Website and/or change the content on it at any time.
- 2.2 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions and that they comply with them.
- 2.3 The Website and the content on it (including, where applicable, the Digital Services) are provided for general information purposes only. They are not intended to amount to advice on which you should rely.

### 3. Your account and password

- 3.1 You will need to register an account with us on the Website in order to access certain services available on the Website ("**Account**"). In order to register an Account, you must be ages 18 or over. You must treat such the password as confidential and you must not disclose it to any third party. Once you register an Account, you will be a "**Registered User**".
- 3.2 You agree that:
- 3.2.1 all the information that you provide to us in connection with your Account is complete and accurate;
  - 3.2.2 you are the person whose details you have provided; and
  - 3.2.3 you will notify us immediately if there are any changes to the information you have provided to us.
- 3.3 We have the right to disable any Accounts and/or passwords, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 3.4 If you know or suspect that anyone other than you knows your Account login details, you must immediately notify us at [support@safesportinternational.com](mailto:support@safesportinternational.com).
- 3.5 You are responsible for any unauthorised use of your Account login details.

### 4. Acceptable use

#### General

- 4.1 You agree not to:
- 4.1.1 use the Website in any way that breaches these Terms and Conditions or any applicable local, national or international law or regulation;
  - 4.1.2 copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms and Conditions; or
  - 4.1.3 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website.

### User Generated Content

- 4.2 If it is the case that you supply/upload any content to the Website – whether it be pictures, text, sound recordings or whatever – the content you supply ("**User Generated Content**") must comply with the following rules:
- 4.2.1 it must not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
  - 4.2.2 it must not harass or bully another person;
  - 4.2.3 it must be true and honest so far as you know;
  - 4.2.4 it must not: (i) constitute pornography; or (ii) be sexual or sexually suggestive involving minors;
  - 4.2.5 it must not be defamatory of anyone;
  - 4.2.6 it must not be unlawful;
  - 4.2.7 it must not use the material or content or infringe the rights or privacy of anyone else; for example you should not use images of well-known characters, footage or music (unless it is your own or you have permission to use it);
  - 4.2.8 it must not contain someone else's personal details or confidential information relating to other people;
  - 4.2.9 it must not promote discrimination, whether based on ethnicity, race, sex, religion, nationality, disability, sexual orientation or age;
  - 4.2.10 it must not promote or condone terrorism, violence or illegal behaviour;
  - 4.2.11 it must not be harmful to minors in any way;
  - 4.2.12 it must not impersonate any person, or misrepresent your identity or affiliation with any person;
  - 4.2.13 it must not give the impression that it emanates from or is endorsed by us, if this is not the case; and
  - 4.2.14 it must not violate these Terms and Conditions.
- 4.3 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these rules. If you become aware of any User Generated Content that breaches clause 4.2 above, please contact us on [support@safesportinternational.com](mailto:support@safesportinternational.com), providing your full name, along with details of: (i) the date on which it was posted and where it can be found on the Website; (ii) the username of the person who posted it; (iii) reasons why the content should be deleted; and (vi) copies of any communication with the person who posted it (if any).
- 4.4 In addition, we may from time to time provide interactive services on the Website that shall enable you to upload User Generated Content, including, without limitation:
- 4.4.1 comment facilities;
  - 4.4.2 chat rooms; and/or
  - 4.4.3 bulletin boards,

(together "**Interactive Services**").

- 4.5 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

#### Viruses

- 4.6 We do not guarantee that the Website will be totally secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.
- 4.7 You must not misuse the 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the 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 the Website will cease immediately.

### **5. Intellectual property**

- 5.1 We are the owner or licensee of all intellectual property rights in the Website and its content (including the Digital Services), the Safe Sport International name and mark and Safe Sport International names, images and branding. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 5.2 We grant to you a non-transferable, non-exclusive, revocable licence to use the Website (including, where you have purchased Digital Services, the Digital Services) on your own compatible device provided that you comply with these Terms and Conditions and the documents referred to in it. We reserve all other rights and you are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms and Conditions.
- 5.3 You must not use the Website (or any part of it or its content) for commercial purposes; however, you may download material from the Website solely for non-commercial, personal use by you.
- 5.4 No part of the Website, including, without limitation, the text, designs, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 5.5 Any communications or materials you send to us through the Website by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your order if you use the Website to buy products from us). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products or services.

### **6. Our liability**

- 6.1 Nothing in these Terms of Use excludes or limits our liability for:
- 6.1.1 death or personal injury caused by our negligence;
- 6.1.2 fraud or fraudulent misrepresentation; and

- 6.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 6.2 If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the Website.
- 6.3 The Website may from time to time contain links to third party websites. You are responsible for deciding whether to access a third party website and your use of third party websites will be governed by the terms and policies of that third party website. We assume no responsibility for the content of websites linked to from the Website (including links to our commercial partners and links provided in User Generated Content). 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.

**If you are a Business User**

- 6.4 If you are acting for purposes relating to your trade, business, craft or profession, then subject to clause 6.1:
  - 6.4.1 in no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
  - 6.4.2 our total liability to you for any loss or damage arising out of or in connection with these Terms of Use, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.
- 6.5 You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these Terms and Conditions.

**If you are a consumer**

- 6.6 If you are acting for purposes that are wholly or mainly outside you trade, business, craft or profession then, save as set out in clause 6.1, the following sub-clauses apply.
  - 6.6.1 Nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
  - 6.6.2 You agree not to use the Website, or any content on the Website (including, where applicable, the Digital Services), for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
  - 6.6.3 Our total liability to you for any loss or damage arising out of or in connection with these Terms of Use, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £100.

## PART 2: TERMS OF SALE

### 7. Ordering Digital Services

- 7.1 You must be at least 18 years old to place an order for Digital Services via the Website (an "**Order**").
- 7.2 In order to submit an Order via the Website you must first register an Account and then follow the procedure set out on the Website to submit your Order.
- 7.3 The order process allows you to check and amend any errors before submitting your Order. Please check your Order carefully before confirming it, as once your order is submitted we will be processing it immediately. You are responsible for ensuring that your Order is complete and accurate. The Order process is only available in the English language and we will not file a copy of any contract formed between you and us.
- 7.4 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "**Confirmation Email**"). These Terms of Sale, the General Terms and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate the Terms of Sale and General Terms and shall be a new and separate Contract between you and us.

### 8. Payment

- 8.1 The prices for accessing the Digital Services are set out on the Website and are inclusive of VAT (where VAT is required). There will be no additional cost for delivery as the Digital Services will solely be made available online.
- 8.2 You shall pay for the Digital Services using one of the payment methods set out in the Order process (the "**Payment Methods**"). You confirm that the card or bank account which is being used is yours, or that you have the authorisation of the account holder to use it. If you use a Payment Method which you are not authorised to use, you will be liable to us for any losses that we suffer as a result of your use of that Payment Method. You acknowledge that the Company may use a payment processor for the purposes of processing payments for Digital Services. You further acknowledge and agree that you may have to agree to the payment processor's terms and conditions in order to purchase the Digital Services.
- 8.3 It is always possible that, despite our best efforts, some of the Digital Services may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Digital Service's correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the Digital Service's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.
- 8.4 If your payment is not authorised, your Order will not be fulfilled.

### 9. Cancellation and refunds

**If you are a consumer or a business user, clauses 9.1 to 9.5 (inclusive) will apply to you.**

#### Cancellation/changes to an Order

- 9.1 You have a legal right to change your mind and cancel the Contract between you and us within 14 days of delivery of the Confirmation Email (the "**Cancellation Period**"). This right, under the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013, is explained in more detail below. The Company has chosen to also make the right to cancel available to business users.

- 9.2 To exercise the right to cancel, you must inform us of your decision to cancel the Contract with us by making a clear statement (e.g. a letter sent email). The easiest way to do this is to contact our support@safesportinternational.com. You may use the following model cancellation form but you are not required to do so:

<b>Model Cancellation Form</b>
To: Safe Sport International E-mail address: support@safesportinternational.com
I/We(*) hereby give notice that I/We(*) cancel from my/our (*) contract of sale of the following goods(*)/for the provision of the following service*, Ordered on(*) / received on(*)
Name of consumer(s),
Address of consumer(s),
Signature of consumer (only if this form is notified on paper)
Date
(*) Please delete if not applicable

- 9.3 We will send you an acknowledgement of receipt of your notice to cancel by email.
- 9.4 If you exercise your right of cancellation in accordance with clause 9.1, this contract will come to an end and we will reimburse to you all payments received from you for your order of Digital Services. We will make this reimbursement no later than 14 days after the day on which we are informed about your decision to cancel your order for Digital Services. We will make the reimbursement using the same means of payment you use to pay for your Digital Services, unless you expressly agree otherwise.
- 9.5 If you wish to access the Digital Services during the Cancellation Period then you may do so but:
- 9.5.1 you expressly agree that we may begin to make the Digital Services available to you during the Cancellation Period; and
  - 9.5.2 you expressly acknowledge and agree that your right to cancel your Order under the Regulations (as set out in clause 9.1) will be lost.

**10. Liability**

- 10.1 Nothing in these Terms of Sale excludes or limits our liability for:
- 10.1.1 death or personal injury caused by our negligence;
  - 10.1.2 fraud or fraudulent misrepresentation; and
  - 10.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

**If you are a consumer**

- 10.2 If we fail to comply with these Terms of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Sale or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that the Contract between you and us for your Order became binding (i.e. when the Confirmation Email for that Order was issued).
- 10.3 We are under a legal duty to provide you with the Digital Services that are in conformity with the terms applying to your Order. Nothing in these Terms of Sale affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.
- 10.4 We only supply the Digital Services for domestic and private use. You agree not to use the Digital Services for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.5 Save as set out in clause 10.1, our maximum liability to you under these Terms of Sale in respect of any particular Order will be limited to the value of that Order as set out in the relevant Confirmation Email.

**If you are a business**

- 10.6 Except as expressly set out in these Terms of Sale, all conditions, warranties, stipulations and other statements whatsoever that would otherwise be implied or imposed by statute, at common law or otherwise howsoever are excluded to the fullest extent permitted by law.
- 10.7 In no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise. You acknowledge that the Digital Services are provided for informational purposes only and are not intended to be advice on which you rely.
- 10.8 Save as set out in clause 10.1, our maximum liability to you under these Terms of Sale in respect of any particular Order will be limited to the value of that Order as set out in the relevant Confirmation Email.



## **PART 3: GENERAL TERMS**

### **11. Suspension and termination**

- 11.1 If you breach any of these Terms and Conditions, we may immediately do any or all of the following (without limitation):
- 11.1.1 issue a warning to you;
  - 11.1.2 temporarily or permanently withdraw your right to use the Website and/or any Digital Services;
  - 11.1.3 suspend or terminate your Account;
  - 11.1.4 temporarily or permanently remove any User Generated Content uploaded by you to the Website;
  - 11.1.5 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
  - 11.1.6 take further legal action against you; and/or
  - 11.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.
- 11.2 If we end a Contract in the situations set out in clause 11.1, we will refund any money you have paid in advance for Digital Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaching the Contract.

### **12. Changes to these Terms and Conditions**

- 12.1 We may make changes to these Terms and Conditions from time to time (if, for example, there is a change in the law that means we need to change these Terms and Conditions) but the Terms of Sale applicable at the time of your Order will apply to that Order. Please check these Terms and Conditions regularly to ensure that you understand the Terms and Conditions that apply at the time that you access and use the Website and/or order Digital Services.
- 12.2 If you are a Registered User, we will provide you with at least thirty (30) days' advance notice of any changes to the Terms of Use and/or these General Terms, unless the change is due to a change in law or for security reasons (in which case we may need to change the Term of Use and/or these General Terms on shorter notice). If you do not wish to continue using the Website following the changes to the Terms of Use and/or these General Terms, you can cancel your agreement to the Terms of Use and/or these General Terms by cancelling your Account.

### **13. Other important information**

- 13.1 Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 13.2 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

### **14. Governing law and jurisdiction**

- 14.1 Subject to clause 14.3, these Terms and Conditions are governed by English law. This means that your access to and use of the Website, your purchasing of Digital Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.
- 14.2 Subject to clause 14.3, you can bring proceedings in respect of these Terms and Conditions in the English courts.
- 14.3 However, if you are a consumer and you live in a European Union member state:
- 14.3.1 you may bring any dispute which may arise under these Terms to – at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are – with the exclusion of any other court - competent to settle any of such a dispute;
  - 14.3.2 we shall bring any dispute which may arise under these Terms and Conditions to the competent court of your country of habitual residence if this is in an EU Member State or otherwise the competent court of England; and
  - 14.3.3 if we direct this Website to the member state in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms and Conditions, including clause 14.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

## 15. Contacting us

- 15.1 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by clicking [here](#) or by using the following details:

Address: Safe Sport International, Devonshire House, 60 Goswell Road, London, England, EC1M 7AD

Email address: [support@safesportinternational.com](mailto:support@safesportinternational.com)

Thank you.

**Terms and Conditions last updated 1 April 2022**