

## Terms of Use

These Terms of Use (together with the documents referred to on it) shall apply to your use of British Wheelchair Basketball (BWB) Digital Systems including, but not limited to, British Wheelchair Basketball website, membership system and competitions system whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use BWB Digital Systems. By using the systems, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these Terms of Use please refrain from using BWB Digital Systems.

We may change these Terms of Use from time to time and so you should check these regularly. Your use of BWB Digital Systems will be deemed an acceptance of the terms existing at that time.

### 1. Information about us

BWB Digital Systems are operated by Great Britain Wheelchair Basketball Association Ltd (“British Wheelchair Basketball”) and approved Digital Partners. British Wheelchair Basketball is a charity and company limited by guarantee registered in England and Wales, under registered charity number: 1144808 and registered company number: 07614906. Our registered office is Sportpark, 3 Oakwood Park, Loughborough, Leicestershire, LE11 3QF.

Any references to “we”, “us” or “our” shall be taken as references to British Wheelchair Basketball. Any references to “you” or “your” shall be taken as references to users of the BWB Digital Systems.

### 2. Access

Access is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide without notice. We will not be liable if for any reason the BWB Digital Systems are unavailable at any time or for any period. From time to time we may restrict access to some parts, or all of the BWB Digital Systems.

Under no circumstances should a club administrator on the BWB membership portal remove the BWB Membership or BWB Finance accounts from their club / community.

BWB Membership and Finance must remain club administrators at all times.

Any user under the age of 18, must have an adult controlled profile on the BWB Membership Portal. The registered email address for this profile must be parent / guardian creating the profile.

### 3. Acceptable use

Whenever you make use of a feature that allows you to upload material to the BWB Digital Systems, or to make contact with other users of BWB Digital Systems, you must comply with our Acceptable Use Notice. You warrant that any such contribution does comply with these standards, and you indemnify us for any breach of that warranty.

Any material you upload to BWB Digital Systems will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to BWB Digital Systems constitutes a violation of their intellectual property rights, or of their right to privacy.

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We have the right to remove any material or posting you make on the BWB Digital Systems if, in our opinion, such material does not comply with the content standards set out in our acceptable use notice.

You must not misuse the BWB Digital Systems by knowingly introducing material that is malicious or technologically harmful such as viruses, trojans, worms or logic bombs. You must not attempt to gain unauthorised access to the BWB Digital Systems, the server on which the BWB Digital Systems are stored or any server, computer or database connected to the BWB Digital Systems. You must not attack the BWB Digital Systems via a denial-of-service attack or a distributed denial-of service attack. We will report any breach to the relevant authorities and your right to use the BWB Digital Systems will cease immediately.

You will abide by the specific rules of any competition or promotion that you participate in through the BWB Digital Systems.

BWB have reviewed the Membership Portal's functionality of 'direct messaging' between users in line with our Safeguarding Policy and Risk Assessment and have had this functionality turned off for all users. Under no circumstance is any individual registered with an account on the BWB Membership Portal to turn 'Direct Messaging' on without written consent from BWB.

The BWB membership Portal has the functionality for each user to make their profile name set to 'anonymous'. Under no circumstance can any Premier Division Club Administrator, Team Administrator or Captain set their profile name to anonymous. This is in line with BWB's Data Privacy Notice.

#### 4. Intellectual property

We are the owner or the licensee of all intellectual property rights in the BWB Digital Systems, and in the material published on it. All such rights are reserved.

You will not copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content nor will you assist or facilitate any third party to do so.

You may print off one copy, and may download extracts, of any page(s) from the BWB Digital Systems for your personal reference and you may draw the attention of others within your organisation to material posted on the 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 material on the BWB Digital Systems must always be acknowledged.

You must not use any part of the materials on the BWB Digital Systems for commercial purposes without obtaining a licence to do so from us.

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

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## 5. Our liability

We have taken reasonable care in the preparation of the BWB Digital Systems. The material displayed on the BWB Digital Systems is provided without any guarantees, conditions or warranties as to its accuracy.

To the extent permitted by law, this expressly excludes:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the BWB Digital Systems or in connection with the use, inability to use, or results of the use of the BWB Digital Systems, any websites linked to it and any materials posted on it. This shall include, without limitation, any liability for loss of income or revenue, business, profits or contracts, anticipated savings, data, goodwill, wasted management time and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by the terms above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## 6. Your liability

You shall be liable to us for any loss, liability or cost we incur as a result of your use of this BWB Digital Systems or any breach of these terms and conditions. By using the BWB Digital Systems you agree to indemnify and hold harmless British Wheelchair Basketball against all legal fees, claims, liabilities, damages, costs, losses and other expenses that may be incurred or suffered by us as a result of your use of the BWB Digital Systems or breach of these terms and conditions.

## 7. Third-party websites

Where the BWB Digital Systems contains links to other sites and resources provided by third parties, these links are provided for your information. We have no control over the contents of those sites or resources, and accept no responsibility for them or any loss of damage that may arise from your use of them.

## 8. Linking to our site

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, but you must not establish a link in such a way to suggest any form of association, approval or endorsement where none exists. The website from which you are linking must comply in all respects with our acceptable use notice. We reserve the right to withdraw linking permission without notice.

## 9. Privacy

We process information about you in accordance with our privacy notice. By using the BWB Digital Systems, you consent to such processing and you warrant that all data provided by you is accurate.

## 10. General

Any failure by us to exercise any right or remedy under these terms of use or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

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No single or partial exercise of a right or remedy by us under these terms of use or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

If any court or regulator decides that any provision of these terms of use is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms of use and the remainder of these terms of use shall continue to have full force and effect.

#### 11. Applicable law

These terms of use and any dispute arising out of or in connection with them and their subject matter of formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the BWB Digital Systems.

#### 12. Feedback

Should you wish to make any comments or have any questions about the BWB Digital Systems please send an email to [membership@britishwheelchairbasketball.co.uk](mailto:membership@britishwheelchairbasketball.co.uk)

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