



## England Athletics Virtual Coach Terms of Use

### Definitions

"England Athletics", "we", "us" refers to England Athletics Ltd, a company registered in England under number 5583713 whose registered office address is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham B42 2BE.

"You" refers to an individual registering for an account and/or event through <https://virtualcoach.englandathletics.org> the "Website" and "Your" shall be interpreted accordingly.

"Website" refers to <https://virtualcoach.englandathletics.org>

### 1. By using our Website you accept these terms

By using our Website, you confirm that you accept these terms of use (Terms) and that you agree to comply with them.

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

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

We recommend that you print a copy of these Terms for future reference.

### 2. There are other terms that may apply to you

These terms of use refer to our Privacy Policy, which applies to your use of the Website.

When you create an account on the Website you will be required to agree to the Final Surge [Terms of Service](#) and [Privacy Policy](#), these apply to your use of the Website alongside these Terms.

### 3. We may make changes to these terms

We amend these Terms from time to time. Every time you wish to use our Website, please check these Terms to ensure you understand the Terms that apply at that time.

### 4. We may make changes to our Website

We may update and change our Website from time to time. Where the changes are significant, where possible we'll notify you in advance. Otherwise, it will be the [first time you log in after the changes take effect].

## **5. We may suspend or withdraw our Website**

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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. Any information provided on this Website is for general information only, and is not intended to amount to advice on which you should rely.

## **6. Registering for an account on our Website**

You must be at least 16 years of age to register for an account on the Website.

If you register on the Website, you'll need to choose a suitable password. You must treat any information you provide as part of our security procedures as confidential and 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 of use.

If you know or suspect that anyone other than you knows your password, you must promptly notify us at [virtualcoach@englandathletics.org](mailto:virtualcoach@englandathletics.org)

You confirm that you will not provide inaccurate, misleading or false personal information to England Athletics when registering on our Website. If personal information becomes inaccurate, misleading or false, you will promptly update your profile and/or notify England Athletics. Aliases are not allowed.

To register for an account, you must provide a valid email address so that we can send you confirmation of your registration and information regarding any payments made as part of your registration.

Once registered with the Website you will have the option to sync your wearable fitness tracker or app. Please note that any personal information held within these third party tracking apps shall be dealt with in accordance with their respective privacy policies and England Athletics has no control over how your information is used, stored and/or deleted by such third parties.

## **7. Payments and Refunds**

If you make a payment by credit/debit card through the Website, you will be re-directed to Stripe (our registered payment merchant) for such payment to be processed. England Athletics does not collect or retain any of your financial information.

If you choose to pay subscription fees for Virtual Coach, you are obligated to pay these fees on a monthly basis. Subscription fees will be billed automatically to the Payment Method and will renew



automatically until your Virtual Coach subscription is cancelled by you. You authorise England Athletics to charge your designated Payment Method for the subscription charges and fees.

England Athletics registered athletes will be charged a discounted rate of £15 per month for their Virtual Coach subscription. Registered athletes will be required to enter their URN as part of their registration to access this reduced rate. The registration status of your URN will be checked before each monthly payment is taken from your payment card, if your registration status changes to “Lapsed” or “Not Registered” your Virtual Coach subscription will be charged at the standard rate of £25 per month.

England Athletics reserves the right to increase subscription fees or to introduce new fees at any time upon reasonable notice posted in advance on this Website.

Purchases of a subscription to Virtual Coach are final and non-refundable for any unused portions of your subscription term, unless otherwise agreed separately with England Athletics.

## **8. Cancellation**

You may cancel your subscription to Virtual Coach at any time by logging in to your account and choosing to cancel. Cancellation of your subscription will go into effect at the end of your current billing term (month).

## **9. Free Trial Period**

England Athletics offers all new users of Virtual Coach a free 14-day trial to use Virtual Coach.

In order to activate the free trial period you will be required to enter your payment details and at the end of the trial period your membership will automatically begin and be charged at £25/month thereafter unless you choose to cancel your subscription by logging in to your account.

If you are a registered athlete with England Athletics your subscription will be charged at £15/month following on from your free trial period.

## **10. How you may use material on our Website**

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 off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organisation to content posted on our Website.

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.

#### **11. We are not responsible for websites we link to**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **12. Limitation of Liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our Website for domestic and private use. You agree not to use our Website 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.

You voluntarily choose to utilise the services of Virtual Coach in order to improve your training and running.

You understand that the training philosophy of Virtual Coach is to very gradually and scientifically increase your ability to train and race more effectively.

You also understand that this training philosophy may create certain potential risks such as abnormalities in your blood pressure, breathing, heart rate, and/or muscular-skeletal system that cannot be predicted with complete accuracy.

You understand that you are responsible for monitoring your own condition throughout the training programme which you have chosen and agreed to undertake, and should any unusual symptoms or conditions occur, you will immediately cease following the training programme and if necessary contact a doctor in relation to the symptoms or condition.

In stating that you agree to these Terms, you acknowledge that you have read this form in its entirety and that you understand the potential risks associated with the use of the training programmes on the Website.

You also agree to consult with and obtain written permission from your doctor prior to undertaking use of the Website. If you do not choose to consult with and obtain permission from your doctor, you accept any and all consequences that may result from this inaction on your part.

You agree that Virtual Coach is not providing medical advice via the Website. No content found on this Website is intended to be and should not be in place of the advice of your doctor or medical professional or prescribed medication.

Should you have an accident while following the training plans accessed via the Website you agree to contact your doctor, emergency medical centre or hospital as required.

Finally, in consideration for being allowed to participate and choosing to engage in this training program, you agree to assume the risks of such training, and further agree to hold harmless England Athletics Ltd from any and all claims, suits, losses, and/or related causes of actions and damages, including, but not limited to, such claims that may result from my injury or death, accidental or otherwise, during or arising in any way from, the use of the Website.

### **13. How we may use your personal information**

We will only use your personal information as set out in our [Privacy Policy](#).

### **14. We are not responsible for viruses and you must not introduce them**

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. 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 that is malicious or technologically harmful. You must not attempt to gain unauthorised access to 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 cooperate 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.

### **15. Rules about linking to our Website**

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 Website, nor may you create a link to any part of our Website 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 the 'Acceptable use of our Website' section, above.

If you wish to link to or make any use of content on our Website other than that set out above, please contact [virtualcoach@englandathletics.org](mailto:virtualcoach@englandathletics.org)

## 16. Acceptable use of our Website

You may use our Website only for lawful purposes. You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as listed below)
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our Website in contravention of the provisions of these terms of use;
- not to access without authority, interfere with, damage or disrupt:
- any part of our Website;
- any equipment or network on which our Website is stored;
- any software used in the provision of our Website; or
- any equipment or network or software owned or used by any third party.

## 17. Content standards

These content standards apply to any and all material which you contribute to Virtual Coach (Contribution), and to any interactive services associated with it.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in its discretion, whether a Contribution breaches the content standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- contain any advertising or promote any services or web links to other sites.

## **18. Interaction with Website Users**

England Athletics has no control over the truth, accuracy, quality, legality, or safety of postings made by users of the Website.

England Athletics shall have no responsibility to confirm or verify the qualifications, background, or abilities of users of the Website. It is your responsibility to exercise common sense and prudence when dealing with any other Website user.

## **19. Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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 business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **20. Our trade marks**

Our Virtual Coach trademarks are pending UK registration under England Athletics Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on our Website.

**Last updated: 30<sup>th</sup> June 2020**