



ENGLAND HOCKEY

Game Management System Terms of Use

1. Acceptance of these Terms

By using or visiting the GMS located at gms.englishockey.co.uk ("GMS") or any GMS products and services provided to You from or through the system or England Hockey website (collectively the "Service") You signify Your agreement (whether on behalf of Yourself or the entity that You represent) to the terms and conditions ("Terms of Service") herein and England Hockey's Privacy Policy and Cookie Policy, which are incorporated herein by reference.

If You do not agree to any of the terms in this Terms of Service, please do not access and/or use the Service.

You must be eighteen (18) years old or older to use or access the Service. If You are under eighteen (18) years old, Your use of the Service must be directly supervised by Your parent or guardian or another authorised adult who agrees to be bound by this Agreement. Any use or access to the Service by anyone under eighteen (18) years old who is not directly supervised by an adult is strictly prohibited and in violation of this Agreement.

England Hockey may, in its sole discretion, modify or revise these Terms of Service at any time, and You agree to such modifications or revisions by Your continual usage of the Service. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

These Terms of Service set forth the legally binding terms and conditions that apply to all users of the Service, including users who provide data to the Service.

3. Accounts

In order to use certain features of the Service, You will need to register for an account ("Account") and provide accurate and complete information. You represent that (a) all information submitted by You is truthful and accurate; and (b) You will maintain the accuracy of such information. You are solely responsible for the activity that occurs on Your Account and You must keep Your Account password secure. You must immediately notify England Hockey of any unauthorised use of Your Account or any breach of security. England Hockey will not be liable for any loss or damage arising from the unauthorised use of Your Account and You may be liable for the losses of England Hockey due to such unauthorised use.

When connecting to GMS with a third-party service, You give England Hockey the permission to access, store and use your information from such third-party service as permitted by that third-party service.

You may delete Your Account at any time, for any reason, by following the instructions on the Service. England Hockey may terminate Your Account in the event You have breached these Terms of Service.

Failure to comply, or deliberately breach, these Terms of Use may result in You being subject to England Hockey's Disrepute procedure.

4. Access to the Service

England Hockey hereby grants You a non-transferable, non-exclusive, revocable, limited license to use and access the Service, solely for Your own personal, non-commercial use, provided that:

- You shall not license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit any part of the Service, or any content displayed on the Service without England Hockey's prior written authorisation.
- You shall not modify or alter any part of the Service.

- You shall not access the Service through any technology or means other than the technology provided on the Service, or other authorised means England Hockey may designate.
- You shall not sell access to the Service, or sell advertising, sponsorships or promotions within the Service of the content on the Service without England Hockey's prior written approval.

England Hockey reserves the right at any time, to modify, suspend or discontinue the Service with or without notice to You. You agree that England Hockey will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Service. You further agree that England Hockey will have no obligation to provide You with any support or maintenance in connection with the Service.

Unless otherwise indicated, any future release, update or other added functionality of the Service shall be subject to these Terms of Service.

You agree not to use or launch any automated system, including without limitation, "robots", "spiders", or "offline readers" that accesses the Service in a manner not humanly possible. You agree not to collect or harvest any personally identifiable information, including account names from the Service or to use the communication systems provided by the Service for any solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their content on the Service.

5. Ownership

Neither these Terms of Service nor Your access to the Service transfers to You or any third party any rights, title or interest to such Marks owned or licensed to England Hockey, except as otherwise provided in these Terms of Service. Neither does these Terms of Service nor Your access to the service grant you any rights, title or interest to third party logos where the intellectual property of such Marks sits with the respective commercial partner or relevant licensors.

6. Your Content

"Your Content" means any and all information and content that You submit, or use with the Service (including content found on Your profile or posts).

As an Account holder, You may submit Your Content on the Service. You shall be solely responsible for Your Content and You assume all risks associated with the use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that personally identifies You or any third party.

You affirm, represent and warrant that You own or have the necessary licenses, rights, consents and permissions to use Your Content and You hereby grant England Hockey an irrevocable, non-exclusive, royalty-free worldwide license to reproduce, distribute, publicly display, perform and prepare derivative works and otherwise exploit Your Content and to grant sub-licences of the foregoing rights. You hereby irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

You further agree that England Hockey is not responsible for the accuracy, currency, suitability, or quality of any User Content, whether provided by You or by other users. Any interaction between users are solely within the users and England Hockey will not be responsible for any loss or damage incurred as the result of such interactions.

7. Third Party Links and Advertisements

The Service may contain links to third party websites and/or advertisements for third parties. These websites and advertisements are not owned or controlled by England Hockey and assumes no responsibility for the content, privacy policies, or practices of these websites and advertisements. In addition, England Hockey will not and cannot censor or edit the content of any third-party website. By using the Service, You acknowledge and agree that England Hockey shall not be responsible for Your use of any third-party website. Your use of all third-party websites and advertisements are at Your own risk, and You should apply a suitable level of caution and discretion in doing so. When You click on any of the third-party websites and advertisements, the applicable third party's terms and policies applies, including the third-party's privacy and data gathering practices. You should make whatever investigation You feel necessary or appropriate before proceeding with any transaction in connection with such websites and advertisements.

8. Intellectual Property Rights

You further agree that You are obtaining only a limited license to use and access the Service expressly set forth in Section 4 and that no ownership rights are being conveyed to You. England Hockey retains all interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all related and underlying technology and documentation, and any derivative works or modifications. Further, You agree that the Service is offered as an on-line, hosted solution, and that You have no right to obtain a copy of any code



underlying the Service. You may submit comments, questions, suggestions or other feedback relating to GMS ("Feedback") and You agree that England Hockey may freely use, copy, disclose, prepare derivative works based on, publicly perform or display, distribute and exploit any Feedback, bug reports or suggestions You provide to England Hockey regarding the Service, without any obligation, royalty or restriction based on intellectual property rights or otherwise.

9. Copyright Infringement

If you are a copyright owner or an agent thereof and believe that any Content on our Service infringes upon your copyright and wish to have the alleged infringing material removed, you may submit a notification to us with the following information in writing at mydata@englandhockey.co.uk:

- A physical or electronic signature of the copyright owner or a person authorised to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed;
- Information to enable us to contact you, such as an address, telephone number or email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law; and
- A statement that the information submitted in the notification is accurate, and under penalty of perjury, that you are the copyright owner or a person authorised to act on behalf of the copyright owner.

10. Aggregated Anonymous Data

Notwithstanding anything to the contrary herein, You agree that England Hockey may use, process, manipulate, modify, copy, publicly perform and display, compile, and create derivative works from customer data and any other data related to the Service, including, but not limited to, using such data for any internal business purpose, and for the improvement, support, and operation of the Service, and/or the development of other products or service capabilities. You further agree that England Hockey may disclose to third-parties aggregate data derived from customer data or from any other data related to the Service (including information regarding users' interaction with the Service), so long as such aggregate data is not personally identifiable with respect to the user, subject to the applicable data protection laws. Further, all service data, usage data and other data that does not identify a user and any data that is derived from the customer data and all data, reports, derivative works, compilations, modifications and other materials created by England Hockey from or with use of such data will be, in each case, the sole and exclusive property of England Hockey; and You hereby assign all of Your title and interest, if any, in and to such items to England Hockey without any fees and without rights to future royalties.

11. Account Termination Policy

Subject to this Section, these Terms of Service will remain in full force and effect while using the Service. England Hockey will terminate Your access to the Service if, under appropriate circumstances, You are determined to be a repeat infringer.

England Hockey reserves the right to decide whether Your Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, bullying, harassment, pornography or obscenity. England Hockey may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate Your account for submitting such material in violation of these Terms of Service.

England Hockey further reserves the right to terminate Your account should you be subject to England Hockey Safeguarding or Disrepute proceedings, where appropriate.

12. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGLAND HOCKEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. ENGLAND HOCKEY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL



INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. ENGLAND HOCKEY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ENGLAND HOCKEY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

YOU HEREBY RELEASE AND FOREVER DISCHARGE US FROM, AND HEREBY WAIVE AND RELEASE, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE), THAT HAS ARISEN OR ARISES DIRECTLY OR INDIRECTLY OUT OF, OR RELATES DIRECTLY OR INDIRECTLY TO, YOUR USE OF THE SITE AND/OR SERVICE, ANY INTERACTIONS OR TRANSACTIONS OF YOU WITH, OR ACT OR OMISSION OF YOU IN RELATION TO OTHER USERS.

13. Limitation of Liability

IN NO EVENT SHALL ENGLAND HOCKEY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU SPECIFICALLY ACKNOWLEDGE THAT ENGLAND HOCKEY SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

14. Indemnity

To the extent permitted by applicable law, You agree to defend, indemnify and hold harmless England Hockey, the Area companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: (i) Your use of and access to the Service; (ii) Your violation of any of these Terms of Service; (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right; (iv) Your violation of applicable laws or regulations; or (v) any claim that Your Content caused damage to a third party. This defence and indemnification obligation will survive the termination of these Terms of Service and/or Your use of the Service. England Hockey reserves the right to assume the defence and control of any matter for which You are required to indemnify us, and You agree to cooperate with our defence of these claims.

15. Assignment

The parties are independent contractors and no employment, agency, or joint venture is created hereunder. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by England Hockey without restriction.

16. Governing Law and Dispute Resolution

These Terms of Service shall be governed by and shall be construed in accordance with the laws of England. All disputes arising out of or relating to these Terms of Service, shall be settled through friendly negotiations. If the parties are unable to resolve any such dispute within thirty (30) days after the commencement of negotiations, the parties agree that the dispute shall be settled by arbitration in England. The language of the arbitration shall be English. The arbitral award shall be final and binding upon both parties.



17. Entire Terms

These Terms of Service constitutes the entire agreement between You and England Hockey regarding its subject matter and supersedes any previous written or oral agreement between You and England Hockey. Should any provision of these Terms of Service be held to be void or invalid, that fact will not affect any other provision, and the remainder of these Terms of Service will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Failure by either party to enforce any provision of these Terms of Service will not be deemed a waiver of future enforcement of that or any other provision.

18. Language

These Terms of Service are written in English with a reference translation in another language (if necessary). In the event of any conflict in interpreting or construing these Terms, the English version shall prevail.

19. Electronic Communications

You agree that the communications between You and England Hockey uses electronic means. For contractual purposes, You (a) consent to receive communications from England Hockey in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that England Hockey provides to You electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. The foregoing does not affect Your non-waivable rights.

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