

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING

Please note: This page, together with our Privacy Policy (available here: <http://www.englandboxing.org/aba/index.cfm/about-us/the-vault>), tells you information about us (as defined below) and the legal terms and conditions (terms of use) on which you can access and use the Insight system on this website.

These terms are applicable to all users of the Insight system, including individual users and members of England Boxing ("Members") as well as Clubs, Regions and officials. Different classes of user will be able to access different information via the system for purposes including participation, administration and governance of the sport, but all users are subject to these terms and conditions, including in how they may use and view information.

By using the site, you confirm that you accept these terms of use and that you agree to comply with them. These terms of use will apply to any use of the site or Insight system, whether as a registered user or a Member, and including accessing, browsing, or registering to use the site (where applicable). Please read them carefully and make sure that you understand them before using the Insight system. If you refuse to accept these terms of use, you must not use the site.

We may amend these terms of use from time to time. Please check these terms of use regularly to ensure you understand the terms which will apply at that time. You should print a copy of these terms of use or save them to your computer for future reference.

1. Information about us

The website available at <https://www.englandboxinginsight.com> is owned and operated by England Boxing Limited (referred to in these terms of use as "our", "us" or "we"). We are a limited company registered in England and Wales under company number 02817909. Our registered office is at The English Institute Of Sport, Sheffield Coleridge Road, Sheffield, Yorkshire, S9 5DA. Our VAT number is 627147048.

2. The purpose of the Insight system

The Insight system is designed to promote and facilitate participation in the sport of boxing at a local and nationwide level, assisting England Boxing in effective governance and the safe running of the sport. It is also designed for the administration of membership of England Boxing, which is applied for, maintained, and renewed via the site.

3. Who may use the Insight system

The Insight system is open to the thirteen national boxing regions ("Regions"), all boxing clubs in England ("Clubs"), and individual Members and non-members (although the system is designed primarily for Members and its functionality is therefore limited for non-members). Members may include coaches, boxers, volunteers and boxing fans as well as Club and Regional officials.

Please note that Clubs and Regions are separate to England Boxing but are subject to its governance of England Boxing and their use of the Insight system is subject to our terms and conditions of use. If you have any feedback or comments about your use or experience of the system or as a Member of England Boxing, including at a Club or regional level, please contact us at VaultSupport@englandboxing.org.

4. Other applicable terms

The following additional terms also apply to your use of the site:

- Our Privacy Policy (available here: <http://www.englandboxing.org/aba/index.cfm/about-us/the-vault>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us (including cookies), and how you may use the information on the system.

The collection and processing of complete and accurate personal information is fundamental to the Insight system. By using the site, you consent to such processing and warrant that all data provided by you is accurate and that you will abide by the terms of the Privacy Policy.

5. Availability of our systems

We may update our site and Insight system from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site or any content on it, including that provided by Regions, Clubs and Members, will be free from errors or omissions.

Due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. We do not guarantee that our site, the Insight system, or any content on it, will always be available or will be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

6. Accessing our systems

You are responsible for making all arrangements necessary for you to have access to our site and the Insight system and for using a secure connection.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, including the Privacy Policy, and that they comply with them. However, only the registered user should have access to the Insight system via your log-in.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site 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.

7. Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or 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 user identification code or password, you must promptly notify us at VaultSupport@englandboxing.org.

8. No reliance on site content

The content on our site does not necessarily reflect our views and opinions and is provided for general information only. In some cases it will be provided by third parties. Whilst every reasonable effort is made to ensure the accuracy of the information, you are responsible for checking the accuracy of relevant facts, instructions, suggestions and/or opinions given on the site before entering into any commitment based upon them.

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

9. Intellectual property rights: copyright and trade marks

We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal use or for the administration of your Club or Region and you may draw the attention of others within your organisation to content posted on our site.

Nothing in these terms of use shall be construed as conferring any wider licence to use or reproduce any content included on the site. Without limitation to the above, you agree that you must not:

- modify the paper or digital copies of any materials you have printed off or downloaded in any way;
- use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors; or
- collate the information, including personal data, from our site and use it for any purpose not intended within the functionality of the Insight system.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

In the event of any use of material in breach of these terms of use, your right to use our site and/or the Insight system may be terminated by us immediately and you must, at our option, return or destroy any copies of the materials you have made.

No use of our name, logos and/or other trade marks (whether registered or unregistered) may be made by you without separate express written agreement being given by us, which shall be at our sole discretion.

10. Use of the Insight system

The following uses are encouraged as part of the purpose of the Insight system:

For Members:

- Comparing Boxing Records and identifying suitable Clubs, training partners, coaches and boxers / opponents in a particular Region or nationwide.

For Clubs:

- Managing and maintaining details, including Boxing Records, of Club members and providing a platform from which to be contacted by Members and other Clubs.

For Regions:

- Managing Clubs and having visibility of membership throughout the Region.

Where a user is able to view an email address or other contact details of a Regional or Club contact or an individual Member, it may be understood that such person is willing to be contacted on matters connected to their participation in Club or Regional boxing, including forthcoming events. However, that does not entitle such user to extract whole databases or use the addresses for marketing activities (please see Prohibited Uses below).

England Boxing will use the Insight system to assist in oversight and governance of the sport in England, maintain and update membership of England Boxing, and collect data (on an anonymised basis where requested) to help understand its membership better and improve participation in the sport.

11. Prohibited use

You agree not to use the site or Insight system:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that might harm any person or infringe third party privacy or other rights;
- in any way that is unlawful (including fraudulent), or has any unlawful or fraudulent purpose or effect, or that might bring us or any of our associates into disrepute;
- for the purpose of harming or attempting to harm minors in any way;
- to disseminate any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes", or any other form of solicitation or for any other commercial or marketing purposes (which would include using the site to promote or encourage the sale of your goods/services, although not to keep Members informed of forthcoming boxing events);
- to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the site;
- to misrepresent your identity;
- to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use;
- to obtain and/or store personal data derived from the site;

- in such a way so as to remove the copyright or trade mark notice(s) from any copies of any content made in accordance with these terms of use;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to harm the site or disseminate any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise to hack (or attempt to hack) into the site; or
- to post link(s) that take users to material that contravenes any of the above restrictions.

12. Content standards

These content standards apply to any and all material which you contribute to our site. You must comply with the spirit and letter of the following standards. These standards apply to each part of any contribution as well as its whole.

Contributions must:

- be accurate (where they state facts).
- be genuinely held (where they state opinions).
- comply with applicable law in the UK and any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person.
- contain any material which is 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.
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.

- 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.
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- give the impression that they emanate from us, if this is not the case.
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

13. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the standards set out in these terms of use, in particular clauses 11 and 12. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty (meaning that you will be responsible for any loss or damage we suffer as a result of your breach of this warranty).

Any content you upload to the Insight system, except where expressly stated otherwise (for example your medical information), will be considered non-confidential and non-proprietary. By uploading the content you grant us the royalty free worldwide and transferable right and licence to use, store, reproduce, distribute, and prepare derivative works of such content and to display and make such content available to other users of the Insight system.

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 user of our site.

We have the right to remove any posting you make on our systems if, in our opinion, your post does not comply with the content standards set out in clause of these terms of use. The views expressed by other users on our site do not represent our views or values.

It is our policy not to view, edit or pre-screen any contribution that you or anyone else makes to any part of the site where users may post content. Therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the site. We reserve the right at our sole discretion to refuse or remove any content that is posted to, or available on, the site without the need to give any reasons for doing so (but we do not assume any obligation to do so).

You are solely responsible for securing and backing up your content.

14. Submission of information – including personal data

The transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. However, we cannot be held liable in the unlikely event of a breach of our secure computer servers.

15. Limitation of our liability

Nothing in these terms of use 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 English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site 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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

Please note that in particular, we have no liability to you or your Club or Region for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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 site 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 site. 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.

16. Computer viruses

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

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

17. Linking to our site

We welcome 'hot links' to the home page of our site provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. 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 may not display the content of the site (or any page from it) or allow such content to be displayed surrounded or framed by material not originating from us without our consent. Nor may you create a link to any part of the site other than the home page (known as 'deep linking') without our prior written approval.

We reserve the right to withdraw linking permission without notice.

18. Links to other websites

On the site you may be offered automatic links to other websites and resources provided by third parties. These links are provided for your information only. While we hope you will be interested in those websites, you acknowledge that the content on those pages is not subject to our control, their owners may be independent from us and we do not endorse or accept any responsibility for their content. We will not be liable for any loss or damage that may arise from your use of them.

OTHER IMPORTANT TERMS

Each of the paragraphs of these terms of use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms of use, 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.

These terms of use are governed by English law and are available only in English. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any dispute or claim arising under these terms of use.

YOUR MEMBERSHIP OF ENGLAND BOXING

These terms and conditions govern your use of the site and the Insight system. They do not regulate your membership of England Boxing, if applicable. However, in becoming a Member of England Boxing you are accepting and agreeing to any applicable codes and policies of England Boxing, published from time to time. Please see our website at <http://www.englishboxing.org> for more details.