

# PERFORMANCE ZONE TERMS OF USE

## SECTION 1 – ACCESS AND PREVAILING CONTRACT

Your access to and use of the Performance Zone will be governed by the “**Performance Zone Terms of Use**”.

You may access and view the Performance Zone at any time during the period of your license as defined in your organisation’s agreement with Sporting Edge for use of the Performance Zone. If there is no agreement in place, then the Performance Zone Terms of Use will be as stated in part 3 of the Terms of Service that are available on the Sporting Edge website.

Subject to the Performance Zone Terms of Use, during the access period we grant you a non-exclusive, non-transferable, limited right to access and view the Performance Zone for your own non-commercial and educational purposes. For the avoidance of doubt, such right to view the Performance Zone does not grant you the right to copy, edit, distribute, prepare derivative works, publicly display, or make other use of the Performance Zone and/or content held within the Performance Zone (the “**Content**”)

Note that where an agreement exists for use of the Performance Zone, and the Terms of Use within that agreement are different to those held within this document, then the Terms of Use included in such agreement will prevail. However, you should assume that the obligations in Section 3 will apply to you unless explicitly told by your organisation that they do not.

## SECTION 2 - REGISTRATION

You shall keep confidential and not disclose to any other person the password used by you to access and use the Performance Zone and Content and you shall take all reasonable steps to prevent others from using your username and password.

Your right to use the Performance Zone may not be transferred by you to another individual. Any decision to transfer access and use rights to other individuals shall be made by your Organisation in accordance with the terms of the agreement.

Accordingly, you shall not permit without Sporting Edge’s prior written authorisation any other person to access or use the Performance Zone.

You shall immediately notify Sporting Edge by email to [support@sportingedge.com](mailto:support@sportingedge.com) if you become aware of, or suspect, that your password has become known to any other person or if you become aware of or suspect any unauthorised access to or use of the Performance Zone Service.

### SECTION 3 – YOUR USE OF THE PERFORMANCE ZONE SERVICE

You shall use the Content only in accordance with these Performance Zone Terms of Use. Once the licence expires or is otherwise terminated your right to access and use the Performance Zone will cease.

You shall:

- a) not copy or record any part of the Content whether on computer, phone, tablet or conference screen without Sporting Edge's prior written consent. To the extent that Sporting Edge does provide its written consent for Content to be copied, the Client shall, and shall procure that the relevant Platform Authorised Users shall, reproduce and include the copyright notice of Sporting Edge as it appears in or on the Content on all copies; provide or otherwise make available the Content to any person who is not authorised to access the Content except that the Client may provide training courses using the Content or otherwise display the Content in presentations provided that such Content is used in a manner agreed by the parties and that any third party to whom the Content is made available is made aware of and accepts these Terms of Use;
- b) not translate, modify, add subtitles, lease, rent, loan, redistribute, sub-lease, sub-licence, or create derivative works from the Content;
- c) not display the Content on any public facing site (including on a bulletin board, ftp site, intranet, worldwide web site, chat room, YouTube) without Sporting Edge's prior written approval;
- d) use the content only within the Territory as defined in Clause 1.1 of the agreement; if no Territory is defined or an agreement does not exist, this will be the United Kingdom, or another Territory approved in writing by Sporting Edge.
- e) not use the Content, or permit the Content to be used or transferred, outside the Territory where such use or transfer outside the Territory would be unlawful under the laws applicable to the relevant jurisdiction outside the Territory and the Client shall be solely responsible for satisfying itself that such use or transfer outside the Territory is lawful in the relevant jurisdiction;
- f) not use the Content for immoral, illegal purposes or for any purpose which could reasonably be determined threatening, abusive or harmful;
- g) not wilfully corrupt or attempt to interfere with the operation of the Platform, including but not limited to exposing the Platform to any viruses, worms or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment used by Sporting Edge to provide the Platform;

- h) not store on, or distribute or transmit any material through the Platform that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
- i) not remove from Content, whether on the Platform or once downloaded from the Platform, any copyright notice, watermark or other identifying or security technology, metadata or other information associated with that Content; and
- j) promptly upon the suspension, expiry or termination of a Platform Authorised User's right to use the Platform, or on receipt of a notice from Sporting Edge instructing a Platform Authorised User to do so, take all reasonable steps to delete any copies of the Content in such Platform Authorised User's possession or control.
- k) not use the Content for any purpose not expressly permitted in the agreement or any purpose other than an Authorised Purpose;
- l) not provide or otherwise make available the Content to any person not approved in advance in writing by Sporting Edge;
- m) not attempt to obtain or assist third parties in obtaining unauthorised access to the Platform (including the Content). This includes not sharing Platform User Name and Password with any other party;
- n) during the Term and for twelve (12) months after the Term, create or assist any third party to create, whether directly or indirectly, a product or service which competes with the Platform (including the Content) or any software program containing similar functionality to the Protected Functionality;
- o) not use the Platform (including Content) to provide services to third parties other than where such use is expressly approved in writing by Sporting Edge;
- p) not demonstrate the operation of the Platform to any third party who is a competitor of Sporting Edge,
- q) not attempt to transfer, temporarily or permanently, any of its rights under the Terms of Use and this agreement.

We reserve the right to monitor (with the assistance of any person hosting the Performance Zone on our behalf) your use of the Performance Zone Service and any Content you obtain from the Performance

Zone. Any such monitoring shall be solely for the purpose of ensuring compliance with the terms of the agreement, including these Performance Zone Terms of Use.

#### **SECTION 4 - TERMINATION OR SUSPENSION OF THE PERFORMANCE ZONE SERVICE**

We have the right to terminate or suspend your use of the Performance Zone if you violate these Performance Zone Terms of Use or those included in the agreement where different.

#### **SECTION 5 - AVAILABILITY OF THE PERFORMANCE ZONE SERVICE**

Although every attempt is made to provide uninterrupted service to all users you acknowledge that the Performance Zone might be temporarily unavailable for reasons including, but not limited, to server maintenance, ISP outages, power outages, software problems, and user error. To the fullest extent permitted by law, we make no warranty or representation, either express or implied regarding the availability of the Performance Zone unless that availability is stated in the agreement.