

Terms of Use for Individuals

Effective: May 25, 2018.

1 Thank you for using Squad In Touch!

Squad In Touch's products and services are provided by Squad In Touch Ltd ("We", "Us", "Our"), a limited company registered in England and Wales (Company number 09657481) with the registered office at; Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP.

These Terms of Use ("Terms") govern your use of Squad In Touch's website, apps, and other products and services ("Services"). As some of our Services may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully before you start using Our Services, that can be offered through Our online interfaces (e.g., Our websites and mobile applications) owned and controlled by Us, including but not limited to www.squadintouch.com, www.squadintouch.co.uk, please feel free to get in touch using the contact details specified within the Section of these Terms if you have any questions. By using Our Services, you agree to be bound by these Terms, including the policies referenced within these Terms (such as our [Privacy Policy](#) and [Cookie Policy](#)). If you do not agree to these Terms or to any of the policies referenced in these Terms, you must not use our Services.

Specific Terms and Conditions of the Use of Services by and within a Registered Organisation are set by particular Service Agreements signed between Squad In Touch and such a Registered Organisation.

Any user who accesses and/or uses Squad In Touch irrespectively whether they are a Registered Member or not and irrespectively of whether they are linked to any Registered Organisation or not agrees to be bound by these Terms, including the policies referenced in these Terms.

2 Terms and definitions

“Agreement”, **“Service Agreement”** refers to a document signed between Squad In Touch Ltd and an organisation, regarding the terms and conditions of the use of Squad In Touch Cloud Solution within the organisation.

“Members” refers collectively to the Authorised School Members, Coach/Teacher Members, Parent Members and Student Members.

“Online Interfaces” refers to websites and mobile applications owned and controlled by Us and allowing access to Squad In Touch Cloud Solution, including but not limited to www.squadintouch.com, www.squadintouch.co.uk.

“Parent Area” means the area of Squad In Touch Cloud Solution that can be accessed by Parent Members only.

“Parent Member(s)” refers to any or all of the parents or legal guardians of the Pupils who successfully register as users of Squad In Touch Cloud Solution.

“Mobile application” refers to the Squad In Touch mobile applications for iOS and Android devices available for download and installation from the App Store and the Google Play Store.

“Online interfaces” refers to our websites and mobile applications owned and controlled by us, including but not limited to www.squadintouch.com, www.squadintouch.co.uk.

“Public Area” refers to the subset of Squad In Touch Cloud Solution applications that can be accessed by anyone without registering or signing up.

“Public User(s)” refers to any or all individuals that use the Public Area of Squad In Touch Cloud Solution without registering or signing up.

“Registered Organisation(s)” refers to any or all of the organisations, which use Squad In Touch Cloud Solution in accordance with Our Service Agreement.

“Registered Organisation Authorised Staff” refers to any or all of the Registered Organisation officials who are Registered Users and authorised by the Registered Organisation to perform particular operations with the Registered Organisation’s data as well as Personal Data of Registered Users that allow the Registered Organisation to be a Data Controller of their Personal Data.

“Registered User(s)”, refers to any or all individuals that sign up to Squad In Touch Cloud Solution and agree with these Terms of Use.

“Squad In Touch Cloud Solution”, “Squad In Touch” refers to the software developed by Squad In Touch Ltd as described on the official Company’s website and the services of its operations provided by Squad In Touch Ltd including, but not restricted to: hosting, maintenance, customer support, etc.

“Squad In Touch Ltd”, “Squad In Touch”, “Company”, “We”, “Us”, “Our” refers to Squad In Touch Ltd, a limited company registered in England and Wales (Company number 09657481), with registered office at Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP.

“Student Area” refers to the area of Squad In Touch Cloud Solution that can be accessed by Student Members only.

“Unrestricted Member Area” means the area of Squad In Touch Cloud Solution that can be accessed by all Members.

“You”, “Your”, “You’re”, “Yourself” refers to either User of Squad In Touch or an individual who is reading this document. More specifically it refers to the individual(s) who are referred to within the heading of each clause, unless no user is highlighted then it refers to any member reading.

3 Using Squad In Touch

Who May Use our Services

You may use Our Services only if You can form a binding contract with Squad In Touch, and only in compliance with these Terms and all applicable laws. When You create Your Squad In Touch account, and subsequently when You use certain features, You must provide Us with accurate and complete information, and You agree to update Your information to keep it accurate and complete.

Any use or access by any person under the age of 13 without a prior verified parent or guardians consent for such a person to have an account with Squad In Touch is prohibited.

Our License to You

Subject to these Terms and Our policies (including the [Acceptable Use Policy](#)), we grant You a limited, personal, non-exclusive, non-transferable, and revocable license to use Our Services. You may download content from Our Services only for Your personal, non-commercial use, unless You obtain Our written permission to otherwise use the content. You also agree that You will create, access, and/or use only one user account, and You will not share Your information with any third party to access information from Your account. Using Our Services does not give You ownership of any intellectual property rights in Our Services or the content you access.

4 Registration

If You would like to access Our Services You will be required to register through Our website or mobile applications.

Your username will be the email address which You enter when registering to use Our Services. You will be required to choose a password as part of Our registration procedure, You must treat Your chosen password as confidential and You 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 it is in Our reasonable opinion You have failed to comply with any of the provisions of these Terms.

Parents

Please note that if You are registering to join as a Parent Member You will not be permitted access to the Parent Area or Unrestricted Member Area until Your identity has been confirmed by the Registered Organisation which Your child is linked to.

Pupils/Students

Please note that if You are registering to join as a Student Member You will not be permitted access to the Student Area or Unrestricted Member Area until Your identity has been confirmed by the Registered Organisation which You are linked to.

Coaches/Teachers

Please note that if You are registering to join as a Coach/Teacher Member You will not be permitted access to the Restricted Registered Organisations' Area or Unrestricted Member Area until Your identity has been confirmed by the Registered Organisation You are registered with or employed by.

You agree that You will not upload personal sporting information and/or photographs in relation to a Child, unless a prior verified consent has been obtained from the parent or legal guardian of that Child in accordance with the 'Content Standards' section of our [Acceptable Use Policy](#).

School Members

School Members will be responsible for confirming the identity of Parent Members and Coach/Teacher Members and allowing these Members access to the Restricted School Area, Unrestricted Member Area and Parent Area as applicable.

Registered Schools must be aware that any content published to the Public Area can be seen by the Public and not just by Members once Your password has been removed from the Public Area.

School Members must be satisfied that the appropriate written consent has been obtain from the parents or legal guardians of the Pupil prior to uploading personal sporting information and/or photographs in relation to a Pupil in accordance with the 'Content Standards' section of our [Acceptable Use Policy](#).

Public

The Public are able to access the Public Area without registration. The content uploaded on the Public Area is uploaded by the Registered Schools. Registered Organisations Authorised Staff can edit their settings to decide what content is available on their Public Area.

5 Account Security

All Members are required to comply with all applicable provisions of these Terms and the other policies referred to within this document. In particular all Members should comply with the following rules:

1. You should not use or register to use our Services if You are under the age of 13 years old without a prior verified parent or guardians consent.
2. You should not use our Services if you have been convicted of any offence or are subject to any court order relating to assault, violence, sexual misconduct or harassment or if you are on the Sex Offenders Register.
3. You must provide Your real name and personal information when you register as a Member and must keep Your personal details including your email address accurate and up-to-date.
4. You will not provide any false personal information when using our Services, or create an account for anyone other than Yourself without their permission.
5. You will not share your password with anyone and you will not let anyone else access your account, or do anything else that might jeopardise the security of Your account. If You know or suspect that anyone other than You

knows your password, You must promptly change Your password to ensure Your account is secure.

While we work to protect the security of Your account and related information, Squad In Touch cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify Us immediately of any compromise or unauthorized use of Your account using contact details specified in the Section 26 of these Terms.

6 Your Content

User Content

The Services enable You to share Your content, such as photographs and video files You upload, comments and posts You submit, and the like (“User Content”), with Squad In Touch and/or other users. Whenever You make use of a feature that allows You to upload content onto Squad In Touch, or to make contact with other Members of Squad In Touch, You must comply with the Content Standards set out in our [Acceptable Use Policy](#).

Any content You upload (including photographs) onto Squad In Touch will be considered non-confidential and non-proprietary, however, You can control where it is shared through your privacy and application settings (e.g. Parent Members can choose to share photos with other Parent Members who have a child in the same fixture (via the Parent Area) or they can just upload it to their child’s personal page which is not accessible by any other Parent members). Please note that Authorised Users of Registered Organisations a Parent member is linked to have access to all content (including photographs) uploaded by a Parent Member.

You retain all intellectual property rights in, and are responsible for, the User Content you share.

Registered Organisations must ensure that any content uploaded to the Public Area is suitable for publication to the Public via this area of Our Website.

How Squad In Touch and Others May Use User Content

You retain all of Your ownership rights in Your content, but You are required to grant Us and other Members of Squad In Touch (if You are sharing in the Unrestricted Member Area or the Parent Area) a limited licence to use, store and copy that content and to distribute and make it available to third parties. By uploading content onto Squad In Touch, you grant Us a non-exclusive, transferable, sub-licensable, royalty-free worldwide licence to use any intellectual property rights contained in your content. When You choose to make content or information public on the Unrestricted Member Area or the Parent Area, it means that the content will be available to be seen and accessed by any user of Our Website who has access to this area and who will be able to associate the content with You.

You warrant that any such contribution complies with our [Acceptable Use Policy](#), and You will be liable to Us and indemnify Us for any breach of that warranty. If You are a Parent User, this means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty. We have the right to remove any posting You

make on Squad In Touch if, in Our opinion, the post does not comply with the Content Standards set out in our [Acceptable Use Policy](#).

If You choose to delete any of the content You have uploaded onto Squad In Touch, it is deleted in a manner similar to emptying the recycling bin on a computer and that removed content may remain in backup copies for a reasonable period of time (but will not be available to others).

We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You onto Squad In Touch constitutes a violation of their intellectual property rights, or of their right to privacy.

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 Member on Squad In Touch. The views expressed by other Members on Squad In Touch do not represent our views or values.

Feedback

We welcome Your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, You grant Us the right to use the Feedback without any restriction or any compensation to You. By accepting Your Feedback, Squad In Touch does not waive any rights to use similar or related Feedback previously known to Squad In Touch, developed by its employees or contractors, or obtained from other sources.

7 Third Party Content

Through the Services, You will have the ability to access and/or use content provided by other Squad In Touch members and/or third parties including but not limited to content provided by Registered Organisations, Parent members, Student members, Our Sport Stars Blogs and links to websites and services maintained by third parties. Squad In Touch cannot guarantee that such third party content, in the Services or elsewhere, will be free of material You may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm Your computer, mobile device, or any files therein. Squad In Touch disclaims any responsibility or liability related to Your access or use of such third party content.

8 Advertising

Our Services may include advertisements promoting goods and services offered by third parties. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Squad In Touch shall not be liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

We do not endorse and are not liable for any Content, advertising, products, or other materials on or available from third parties websites or resources. You further

acknowledge and agree that Squad In Touch shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such website or resource.

9 Copyright and Trademark Policy

Squad In Touch respects the intellectual property rights of our users and other third parties and expects Our users to do the same when using the Services.

10 Safety and Security

We do our best to keep Squad In Touch safe and to protect the safety of the Pupils and Members, but We cannot guarantee this. We need Your help with this and require You to comply with the provisions of our [Acceptable Use Policy](#).

We can remove any content or information You post or upload onto Squad In Touch if We believe that it violates these Terms (together with the documents referred to within).

You must not misuse our Services 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 other areas within Squad In Touch, the server on which Squad In Touch is hosted or any server, computer or database connected to Squad In Touch. 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 Services will cease immediately.

11 Data protection

To find more details about how your Personal Data is collected and used, including disclosure to third parties, how We maintain security of Your data and Your rights in relation to the data We hold about You, please see our [Privacy Policy](#).

12 Accessing our Services

The basic functions of our Website are currently made available free of charge to Parent Members and Coach/Teacher Members, however a charge applies for Registered Organisations. Please contact Us using the contact details specified in Section 26 of these Terms for further information.

We do not guarantee that Our Services, or any content provided via Our online interfaces, will always be available or be uninterrupted.

Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Squad In Touch without notice. We will not be liable to You if for any reason Our Services are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for You to have access to our Services. You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

We may limit the availability of our Services to any person or geographic area at any time.

13 Text services

When registering for an account with Squad In Touch You will be required to specify a valid mobile number we will use this to send a verification code. A text message containing such a verification code is provided for free, but please be aware that Your carrier's normal data charges will still apply.

There may be charges if whilst using our Services You select to receive notifications from Squad In Touch via text message.

In the event you change or deactivate Your mobile telephone number, you are required to update your account information within 48 hours to ensure that Your messages are not sent to any other person.

14 Paid Services

Squad In Touch may offer paid Services (e.g. a premium version of our Mobile application, products and services offered to be purchased from us or from third parties through our online marketplace) for a fee.

Unless otherwise stated, all fees are quoted in Pounds Sterling. You are responsible for paying all fees and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services.

All payments are processed via third party payment providers (such as Stripe) We will not have access to your card and/or bank details at any time.

If Your payment method fails we may collect fees using other collection mechanisms. Fees may vary based on Your location and other factors. Squad In Touch reserves the right to change any fees at any time at Our sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy.

15 Modifying and Terminating our Services

We are constantly changing and improving Our Services. We may add or remove functions, features, or requirements, and We may suspend or stop a Service altogether.

Accordingly, Squad In Touch may terminate Your use of any Service for any reason. We will notify the Member of the termination by email or at the next time that Member attempts to access their account. If We disable a Members account due to a breach

of any of these Terms, the Member will not be permitted to create another account without Our permission.

If Your use of a paid Service is terminated, a refund may be available under Our Refund Policy. None of Squad In Touch, its business partners, their employees, contractors, and other agents shall have any liability to You for any such action.

As a Member You can stop using Our Services and request the closure of Your account at any time, although we'll be sorry to see You go.

16 Changes to our terms

We may revise these Terms of Use at any time by amending this page. If We update these Terms We will update the 'last updated' date referred to at the end of this document.

Please check these Terms from time to time to take notice of any changes We made, as they are binding.

Your continued use of Our Services, following the changes to these Terms, policies or guidelines, constitutes your acceptance of Our amended terms, policies or guidelines.

17 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SQUAD IN TOUCH, ITS BUSINESS PARTNERS, THEIR EMPLOYEES, CONTRACTORS, AND OTHER AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE SQUAD IN TOUCH PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL SQUAD IN TOUCH AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY POUNDS, STERLING (£20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY SQUAD IN TOUCH FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SQUAD IN TOUCH, ITS BUSINESS PARTNERS, THEIR EMPLOYEES, CONTRACTORS, AND OTHER AGENTS, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO SQUAD IN TOUCH'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18 Disclaimers

THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SQUAD IN TOUCH, ITS BUSINESS PARTNERS, THEIR EMPLOYEES, CONTRACTORS, AND OTHER AGENTS SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SQUAD IN TOUCH, ITS BUSINESS PARTNERS, THEIR EMPLOYEES, CONTRACTORS, AND OTHER AGENTS FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

19 Indemnification

You agree to indemnify, defend and hold harmless Squad In Touch, its business partners, their employees, contractors, and other agents from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party related to: (a) Your use or attempted use of the Services in violation of these Terms; (b) Your violation of any law or rights of any third party; or (c) User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

20 Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights with regards to Squad In Touch, and in the material provided through its online interfaces. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print, copy, as well as download extracts, of any content from Squad In Touch for Your personal use and You may draw the attention of others within Your organisation to content posted on Squad In Touch.

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 Squad In Touch must always be acknowledged. You must not use any part of the content on Squad In Touch for commercial purposes without obtaining a licence to do so from Us or our licensors.

If You print off, copy or download any content from Squad In Touch in breach of these Terms, Your right to use our Services will cease immediately and you must, at Our discretion return or destroy any copies of the materials You have made.

21 Third party links and resources

Where Squad In Touch contains links to other websites (e.g. Registered Organisations main websites) and resources which are provided by third parties, these links are provided for Your information only. We have no control over the contents of those sites or resources.

22 Linking to our Website

As a Registered Organisation You may link to Squad In Touch, 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 Squad In Touch in any website that is not owned by You.

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 our [Acceptable Use Policy](#).

Other Members are not permitted to link to Our Website without permission.

If You wish to make any use of content on Our site other than that set out above, please contact Us using details specified in Section 26 of these Terms.

23 Applicable Law

Please note that these Terms, their subject matter and their formation, are governed by the law of England and Wales. You and We agree to that the courts of England and Wales will have exclusive jurisdiction.

However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a Registered Organisation Member and You use Our Website for business purposes any non-contractual disputes or claims will also be governed by the law of England and Wales.

24 Other

If We fail to enforce any of these Terms, it will not be considered a waiver. Even if We delay in enforcing these Terms, this will not be considered a waiver and We will still be entitled to enforce these Terms at a later date.

You will not transfer any of Your rights or obligations under these Terms to anyone else without Our consent. All our rights and obligations contained within these Terms are freely assignable by Us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

We reserve all rights not expressly granted to You.

You will comply with all applicable laws when using or accessing Our Services.

These Terms and the documents referred to in them make up the entire agreement between You and Us regarding Your use of Our Services and supersede all preceding agreements. If any part of these Terms are found to be unenforceable, the remaining provisions will remain in full force and effect.

25 Privacy, Acceptable Use and Cookies

Please also review the following documents, which provide additional information about your use of our Services:

1. Our [Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our Services. When using Our Services, You must comply with this Acceptable Use Policy.
2. Our [Privacy Policy](#), which sets out the terms on which We process any personal data We collect from You, or that you provide to Us. By using Our Services, You consent to such processing and You warrant that all data provided by You is accurate.
3. Our [Cookie Policy](#), which sets out information about the cookies on Our Website.

26 Contact Us

To contact Us, please email info@squadintouch.com or you can write to Us at:

Pacific House, 382 Kenton Road, Harrow, Middlesex, HA3 8DP

These Terms were last updated on 24 May 2018.