

## Terms and conditions for the supply of digital content and services by I Can Connect

### 1 Basis of contract

- 1.1 These Terms set out the basis on which I Can Connect will provide services and Digital Content to you and together with the Disclaimer and our Privacy Policy constitutes the contract ("**Contract**") between I Can Connect and you for the provision of the Services and Digital Content. If you have any questions about these Terms or the Contract please contact us.
- 1.2 The Terms shall be deemed to be accepted when you either confirm your acceptance of the Terms by clicking the [box] below or make any payment to us in respect of the Subscription Fees.
- 1.3 You must be at least 18 years old to use the Services.
- 1.4 Your attention is drawn in particular to clause 3 (our liability to you).

### 2 Definitions

- 2.1 "**Cancellation Period**" means the fourteen day period beginning on the day the first payment is made by you in respect of the Services;
- 2.2 "**Connected Sessions**" means the interactive sessions where Services are provided which include a video conferencing element;
- 2.3 "**Digital Content**" means I Can Connect's digital, video, audio, pre-recorded, livestream and other audio-visual and wellness presentations and resources made available to you by I Can Connect (whether live, on-demand or pre-recorded 'live' or otherwise circulated in any form), virtual personal training, coaching, partner content and any other services that we may provide in relation to the same, such as customer support, social media, community channels, events and other websites that we may operate from time to time and all content or features on the Website;
- 2.4 "**Disclaimer**" means the I Can Connect exercise disclaimer on the sign up section of the Website and the disclaimer included at the start of each exercise class;
- 2.5 "**I Can Connect**"/"**we**"/"**us**" means Valley Leisure Limited, trading as I Can Connect, a charity registered in England and Wales with company number 02188010 and registered charity number 800760 with its registered office at Alexandra House, St Johns Street, Salisbury SP1 2SB;
- 2.6 "**Initial Period**" means the four month period beginning on the day the first payment is made by you in respect of the Services;
- 2.7 "**Platform**" means [the online user area at [platform.icanconnect.co.uk](http://platform.icanconnect.co.uk)];
- 2.8 "**Services**" means personal coach and exercise classes;
- 2.9 "**Subscription Fees**" means £15 per month or as varied in accordance with clause **Error! Reference source not found.**;
- 2.10 "**Terms**" means these terms and conditions as may be amended from time to time in accordance with clause 5.2;
- 2.11 "**Website**" means [www.icanconnect.co.uk](http://www.icanconnect.co.uk) and <http://platform.icanconnect.co.uk>; and

### **3 Our liability to you**

- 3.1 I Can Connect is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either at the time the Contract was made, both we and you knew it might happen or if it is obvious that it will happen,.
- 3.2 We do not exclude or limit in any way our liability to you if it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation; for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for breach of your legal rights.
- 3.3 We will not be liable for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us and we will not be liable for any damage which could have been avoided by following our advice to apply an update offered to you within the Digital Content, free of charge.
- 3.4 The Services and Digital Content are supplied for private and domestic use only and we are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity if you use the products for any commercial, business or re-sale purpose.
- 3.5 The Digital Content is provided electronically and may be temporarily suspended without notice for security upgrades, maintenance, repair, systems failures, enhancements, modifications or failure of third party services (such as the internet). You irrevocably release us from all claims arising from such service interruptions.
- 3.6 I Can Connect will provide the Services and Digital Content with reasonable skill and care but we give no representation, warranty or guarantee, either express or implied, as to any results that you may achieve by using the Services or Digital Content or the effectiveness thereof.

### **4 Intellectual property and website/platform terms of use**

#### **Intellectual property**

- 4.1 All intellectual property rights within the Digital Content (including all software, sounds, graphics, text, videos, music, images, instructional content and any logos or trademarks) remain our property or are licensed to us. By subscribing for the Services and using the Digital Content, you agree:
  - 4.1.1 you do not acquire any intellectual property rights in the Digital Content, other than a limited non-exclusive, non-sublicensable, non-transferable licence to use the Digital Content for your non-commercial personal use in accordance with these Terms;
  - 4.1.2 to use the Digital Content for your own personal use and not for any commercial purpose or any purpose prohibited by law; and
  - 4.1.3 not to copy, alter, reproduce, remove, distribute, broadcast, publish, damage or otherwise interfere with the Digital Content.
  - 4.1.4
- 4.2 You agree that you will not:
  - 4.2.1 use the Digital Content for any commercial or business purpose or the benefit of any third party;

- 4.2.2 sell, transfer or try to sell or transfer an account with us or any part of an account;
- 4.2.3 impersonate any other person, conduct yourself in an offensive or abusive manner, or use our Digital Content for any unlawful purposes;
- 4.2.4 disrupt or interfere with our Digital Content or networks or servers that provide our Digital Content;
- 4.2.5 contravene any regulations or requirements of any network connected to our Digital Content;
- 4.2.6 use virtual private networks, false email addresses or any other means to mask your identity; or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
- 4.2.7 disable or modify any copy protection technology used on our Digital Content;
- 4.2.8 make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Website or any of the Digital Content;
- 4.2.9 collect, harvest or 'scrape' any data from any web pages contained in the Website. This includes using (or permitting, authorising or attempting the use of):
  - (a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same; and/or
  - (b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations;
- 4.2.10 do or omit to do anything which would bring us, the Digital Content, our suppliers or other users into disrepute or in any way damage our or their reputation;
- 4.2.11 interfere with another user's use and enjoyment of the Website or the Digital Content; or
- 4.2.12 use our Digital Content in any other way not permitted by these Terms.
- 4.3 The provisions in clause 4.2 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 4.4 Clause 4.2 shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

## **Account details**

- 4.5 If you choose, or you are provided with, a user identification code, password, login 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.
- 4.6 You may not share your login details with others nor allow others to use your subscription to access the Platform.
- 4.7 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.
- 4.8 You must promptly notify us or our payment processors if your payment method is cancelled, lost, stolen or if you become aware of or suspect a potential security breach such as the unauthorised disclosure or use of your card, username, user identification code or password.
- 4.9 You are responsible for keeping the information provided to us, including bank details in respect of any direct debit payments up to date and must provide any changes or updates promptly to us via the Platform.

## **Connected Sessions**

- 4.10 During a Connected Session you agree that:
  - 4.10.1 you shall not do or permit to be done any act or omission which is defamatory of any person, obscene, offensive, hateful, inflammatory, bullying, insulting, intimidating or humiliating; and
  - 4.10.2 you shall not allow any material to be visible to other users of the Platform which:
    - (a) is of a sexually explicit nature;
    - (b) promotes violence;
    - (c) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
    - (d) breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
    - (e) promote any illegal content or activity.
- 4.11 You acknowledge and agree that any breach of clause 4.10 may result in your access to Connected Sessions and/or your subscription being suspended or terminated with immediate effect.

## **Reliance on information**

- 4.12 The content on the Website is provided for general information only. Unless expressly indicated otherwise, it is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
- 4.13 Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

## Links

- 4.14 Where the 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.
- 4.15 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.
- 4.16 You must not establish a link to the Website:
  - 4.16.1 in such a way as to suggest any form of association, approval or endorsement on our part where none exists; or
  - 4.16.2 in any website that is not owned by you.
- 4.17 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.
- 4.18 We reserve the right to withdraw linking permission without notice.
- 4.19 If you wish to link to or make any use of content on the Website other than that set out above, please contact

## Malware

- 4.20 We do not guarantee that the Website will be secure or free from bugs or viruses.
- 4.21 You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.
- 4.22 You must not misuse the 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the 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 co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## 5 General provisions

- 5.1 The Contract constitutes the entire agreement between I Can Connect and you in relation to the subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral in respect thereof.
- 5.2 We may amend or vary these Terms at any time for security, legal, regulatory or operational reasons. We will give you reasonable notice of any changes by displaying the new terms on our Website [and sending them to you if you by email]. If any change to these Terms significantly reduces the benefits of your subscription, you have the right to end your subscription in accordance with clause **Error! Reference source not found.**

- 5.3 If we delay in exercising our rights under the Contract or do not insist immediately that you do anything you are required to do under these Terms, or, that will not constitute a waiver of our rights or remedies and will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 5.4 If a court finds part of the Contract invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract which will continue in full force and effect.
- 5.5 You need our consent to transfer your rights under the Contract to someone else. You may only transfer your rights or your obligations under these Terms to a third if you obtain our prior written consent. We may not agree if we deem our products or services to be unsuitable.
- 5.6 We may transfer our rights and obligations under these Terms to another organisation. We may transfer the Contract to someone else.
- 5.7 Nobody else has any rights under the Contract. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 5.8 The Contract and these Terms are governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.