

End User License Agreement (EULA)

This EULA is a legal agreement between you (**Licensee** or **you**) and United Kingdom Anti-Doping Limited (**UKAD, us** or **we**) in relation to a collection of online resources (the **Content**) found at <https://ukad.org.uk/cleansporthub> (the **Site**) as provided as part of the **UKAD** eLearning offer for your personal use and viewing. Use of the Site is dependent on acceptance of this EULA.

We licence use of the Content to you on the basis of this EULA. We do not sell the Content to you. We remain the owners of the Content at all times.

Access to and use of any sites under the control of UKAD.

This Site is provided on the following terms:

- As a registered Site account holder (**End User**) rather than as a UKAD learner or customer.
- By using this Site you agree to be bound by this EULA, which shall take effect immediately on your first use of this Site. If you do not agree to be bound by all of this EULA please do not complete your registration.
- You must be over the age of 16 to use this Site. If under the age of 16 please ensure you have entered your Parent/Carer or Guardian's permission and details to use this site.
- To gain access to this Site you or an organisation on your behalf will need to provide us with some personal details about yourself. We will protect your personal data as set out in our **Privacy Policy**.
- **UKAD** may change the terms in this EULA from time to time and so you should check these terms regularly. Your continued use of this Site as an End User will be deemed acceptance of the updated or amended EULA. If you do not agree to the changes, you should cease using the Site.
- If you breach the terms of this EULA **UKAD** may bring any rights granted to you to an end at any time without necessarily providing any notice to you.

You agree to use the Site only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the Site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

Grant and Scope of EULA

In consideration of you gaining access to the Site and you agreeing to abide by the terms of this EULA, we hereby grant to you a non-exclusive, non-transferable licence to use the Content on the terms of this EULA and the **Privacy Policy**. We reserve all other rights.

You may view a copy of the Content on-screen on your device to view, use and display the Content for your personal purposes (if you are a consumer) or your internal purposes (if you are an organisation) only.

If you choose, or you are provided with, a 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 and must take all reasonable steps to ensure that no unauthorised person shall have access to such information. We have the right to disable any 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 this EULA.

Restrictions

Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- not to submit or share any defamatory or illegal material of any nature on this Site;
- not to copy the Content except where such copying is incidental to normal use of the Content;
- not to use the Content for any commercial, business or re-sale purposes
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Content;
- not to make alterations to, or modifications of, the whole or any part of the Content, nor permit the Content or any part of it to be combined with, or become incorporated in, any other content or programs without our prior written permission;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the software or applications which enable us to host and provide the Content to you nor attempt to do any such thing.
- to supervise and control use of the Content and ensure that the Content is used by your employees and representatives in accordance with the terms of this Licence;
- to include our copyright notice on all entire and partial copies you make of the Content on any medium; and
- not to provide or otherwise make available the Content in whole or in part, in any form to any unauthorised person.

Intellectual property

You acknowledge that all intellectual property rights (including any moral rights) in the Content anywhere in the world belong to **UKAD** or are proprietary to third parties who have permitted us to sub-licence the Content, that rights in the Content are licensed (not sold) to you, and that you have no rights in, or to, the Content other than the right to use it in accordance with the terms of this EULA.

Materials, which include but are not limited to our logos and trading names, certain photographic and video images, sounding recordings and the design, layout and appearance of and graphics contained within this Site are identified as "Proprietary". These Proprietary materials are protected by intellectual property rights. Unauthorised use of these materials may constitute intellectual property infringement.

You acknowledge that you have no right to have access to the Content in source code form or in unlocked coding or with comments.

Links

Links contained in the Site will lead to other web sites which are not under our control. We are not responsible for the content of any linked site. Linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

We do not object to you linking directly to the information that is hosted on our site. We do not permit our pages to be loaded into frames on your site; Site pages must load into the user's entire window.

UKAD reserves the right to move or change its web site URLs at any time in order to meet changing business needs and to continually improve its online service. External web sites link to the Site at their own risk. We do not encourage deep linking but recommend linking to section homepages, which are less likely to move or change.

Warranty and Disclaimer

We warrant we are authorised to licence the Content to you in accordance with this EULA.

If you are a consumer, this warranty is in addition to your legal rights in relation to the Content. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Information contained in or accessible via this Site changes on a regular basis. We may make improvements or alterations to this Site at any time and without notice.

We do not guarantee that:

- use of this Site will be compatible with all hardware and software,
- use of this Site will be uninterrupted or error or virus free,
- use of this Site will deliver any specific outcome for its users, or
- defects will be corrected.

We make no statement about the suitability of the content, information and services contained on, or accessed via, this Site. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties.

We further exclude to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of this Site or its content, whether based on contract, tort, strict liability or otherwise.

You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses

or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms and Conditions.

Although we may from time to time monitor or review discussions, chat, postings, transmissions, message boards and other communications media on the Site, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such locations on the Site.

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from the Site.

This EULA shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Termination

We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

Upon termination for any reason:

- all rights granted to you under this EULA shall cease; and
- you must immediately cease all activities authorised by this EULA; and
- you must immediately delete or remove the Content from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Content then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

If you have any queries about any aspect of these terms and conditions, please **contact us**.

General

We may transfer our rights and obligations under this EULA to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

Each of the terms of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

We shall: (i) not be liable for any failure to fulfil any of our obligations to you insofar as such failure is due to an event outside of UKAD's control; and (ii) be entitled to take such actions as we deem reasonably necessary to protect the integrity and operation of the Site, if there is such an event.