

IMPORTANT – PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE

ITF Academy - Website Terms and Conditions of Use

These terms and conditions of use are the terms and conditions under which you may use the Website www.itf-academy.com (the **Website**).

Please read these terms carefully. These terms apply to any use of the Website, whether you register or not. However, as part of the registration process you will be required to show that you have read and understood these terms by ticking a box on the registration form.

If you refuse to accept these terms, you should immediately cease to access and/or use the Website.

1. ABOUT US

- 1.1 The ITF Academy website is owned by ITF Licensing (UK) Limited (“the ITF”). We are a company registered in England and Wales with company number 02584446.
- 1.2 Our registered office address is Bank Lane, Roehampton, London, UK, SW15 5XZ.
- 1.3 Any correspondence or notices should be sent to us at Bank Lane, Roehampton, London, UK, SW15 5XZ or by email to coaching@itftennis.com

2. AVAILABILITY OF THE WEBSITE

- 2.1 We will use our reasonable endeavours to make the Website available for you to access over the internet. However, from time to time the Website may be unavailable if we carry out routine maintenance and repairs or due to the unavailability or failure of the internet.
- 2.2 We do not give any promise that the Website or the service it provides will be available for you to access, will continue uninterrupted or error-free or will remain unchanged.

3. PROHIBITED USES

- 3.1 You may not use the Website:
 - 3.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 3.1.2 in any way that may damage our reputation or that of the Website;
 - 3.1.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 3.1.4 to harvest or collect email addresses or other contact information for the purposes of sending unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 3.1.5 to transmit, or procure the sending of spam;
 - 3.1.6 to send, knowingly receive, upload, download, use or re-use any material which:
 - (a) is inaccurate;
 - (b) expresses an opinion which is not genuinely held;
 - (c) contains any material which is defamatory or derogatory of any person;
 - (d) contains any material which is obscene, offensive, hateful or inflammatory;
 - (e) promotes sexually explicit material, violence, any illegal activity or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (f) infringes any intellectual property or other right of any other person;
 - (g) is likely to deceive any person;
 - (h) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

- (i) is threatening, abusive or invade another's privacy, causes annoyance, inconvenience or needless anxiety, is likely to harass, upset, embarrass, alarm or annoy any other person; and/or
 - (j) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse; and/or
- 3.1.7 to use automate scripts to collect information from or otherwise interact with the Website.
- 3.2 You also agree:
 - 3.2.1 not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of these terms;
 - 3.2.2 that in submitting or uploading any material to the Website you will not impersonate any person, misrepresent your identity or affiliation with any person, or give the impression that the material emanates from us (if this is not the case);
 - 3.2.3 not to access without authority, interfere with, damage or disrupt:
 - (a) any part of the Website;
 - (b) any equipment or network on which the Website is stored;
 - (c) any software used in the provision of the Website; or
 - (d) any equipment or network or software owned or used by any third party; and
 - 3.2.4 not to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or to attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 3.3 By breaching paragraph 3.2.3 or paragraph 3.2.4, you may be committing a criminal offence under the Computer Misuse Act 1990 or other applicable local legislation. 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 Website will cease immediately.
- 3.4 If you are accessing this Website from outside the United Kingdom you should be aware that we have designed this Website and these terms to comply with applicable law and regulation in the United Kingdom. We cannot guarantee that your use of this Website will comply with local mandatory legal requirements in the country that you are accessing it from. It is your responsibility to ensure that your use of our Website does not place you or us in breach of any local law or regulation and you must not use the Website in any manner which may do so.
- 3.5 You warrant that you will not use the Website in any of the ways prohibited in this paragraph 3, and you agree that you will be liable to us and indemnify us for any breach of that warranty.
- 4. **USER INTERACTION**
 - 4.1 Our Website may offer various options to interact with other Registered Users, such as file sharing facilities, discussion boards, social media integration and/or such other features as we may add from time to time.
 - 4.2 When participating in any parts of the Website that involve user interaction, you must always act in a polite, lawful and respectful manner to all other users. Do not post anything that you are not prepared to be publically associated with.
 - 4.3 We retain the absolute discretion to suspend or remove any content which is the subject of a complaint. We will not be responsible to you for any liability you suffer as a result of our failure to remove content which is the subject of a complaint.

- 4.4 If we receive a complaint about your use of the Website, whether from a law enforcement authority, company, private individual or otherwise, we will consider the complaint and determine how to respond. Complaints may include allegations that content you have submitted infringes a third party's rights, is defamatory or is otherwise unlawful or illegal.
- 4.5 Please exercise caution when viewing user submitted content. By its nature we are unable to provide any guarantee that it will be appropriate or accurate, and we cannot be responsible for any loss that you suffer as a result of your viewing of, or reliance upon, any user submitted content.
5. **COPYRIGHT**
- 5.1 All material on the Website is protected by copyright. You may view pages of the Website on screen and may print or download extracts of them for your own personal use.
- 5.2 You may supply a copy of any such extract to any third party provided that:
- 5.2.1 the extract is for their own personal use;
 - 5.2.2 the extract is not supplied as part of or included in another work, website or publication;
 - 5.2.3 the extract is not supplied either directly or indirectly in return for commercial gain; and
 - 5.2.4 the third party is made aware that the source of the copy is the Website and that these terms and conditions apply equally to them.
- 5.3 Notwithstanding paragraph 5.2 you are not permitted to distribute a copy of any course content or material to any third party without our written permission.
- 5.4 No part of the Website may be reproduced, transmitted to, or stored on any other website or in any other form of electronic medium without our express written consent.
6. **CONTENT OF THE WEBSITE**
- 6.1 We will use our reasonable endeavours to ensure that the information on the Website is accurate and complete. However, we do not give any promises about the accuracy or completeness of that information or the accuracy of any information (including, without limitation, Registration Data provided by Registered Users).
- 6.2 The Website includes content, services and hypertext links to websites owned, operated, controlled and/or provided by third parties (**Third Party Content**).
- 6.3 Our Website may include an embedded stream of our Twitter feed or other social media accounts. By the nature of social media postings these tend to be less formal than other content and nothing on our Twitter feed or other social media account should be taken to form any contractual obligation or representation. Social media postings represent the position as at the time they were posted and may no longer be current. Retweets and shares are not necessarily endorsements. Your use of these third party services is subject to their own terms of service.
- 6.4 Your use of any Third Party Content may be subject to the relevant third party's terms and conditions, and it is your responsibility to make yourself aware of those terms and conditions. We will not necessarily see or be aware of any enquiries that you submit to any third parties who provide Third Party Content.
- 6.5 We have no control over or proprietary interest in any Third Party Content. We do not give any promises about the quality, security, accuracy or any other aspect of any Third Party Content, and exclude any and all liability arising from your use of them.
7. **REGISTRATION**
- 7.1 By registering to use our Website you confirm that you:
- 7.1.1 understand and accept these terms;
 - 7.1.2 are legally capable of entering into binding contracts; and

- 7.1.3 are at least 16 years old, or, if you are younger than 16 years old, have permission from your parent or guardian to register.
- 7.2 You agree to:
- 7.2.1 provide true, accurate, current and complete information about yourself as prompted by the site's registration form (the **Registration Data**); and
- 7.2.2 maintain and promptly update the Registration Data to keep it true, accurate, current and complete.
- 7.2.3 register for an ITF Academy account and pay the accompanying annual subscription fee (where required) in order to gain access to the ITF Academy website.
- 7.3 If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or if you commit any breach of these terms or do anything that we, in our absolute discretion, believe may damage our reputation or that of the Website, we have the right to suspend or terminate your account and refuse any and all current or future use of any part or the entire Website without notice or liability to you.
- 7.4 Once you have registered you will be a **Registered User** of the Website.
- 7.5 You are responsible for any use of your account, using your user name and/or password, for keeping your user name and password confidential and for logging out of your account at the end of each session. You agree to let us know immediately if you become aware of or suspect any unauthorised use of your account, user name and/or password. If you forget your password, you should click the "forgot password" link and a temporary password will be sent to your registered email address to allow you to regain access to our site and choose your own new password. You are responsible for any actions taken by a person who logs into the site using your user name and password.
- 7.6 Please see our [privacy notice](#) for more information about how your Registration Data and other personal information may be used, disclosed and retained.
8. **TAKING A COURSE**
- 8.1 Our Website also offers you the opportunity to take courses, which may be delivered online or in person.
- 8.2 When registering for an online course, your participation in the course will be governed by separate terms, a copy of which will be displayed to you when you make your application.
- 8.3 When entering an ITF certification course, online subjects will be presented through the website. Entering the final face-to-face phase of an ITF certification course is subject to approval by the National Association concerned.
9. **OUR LIABILITY**
- 9.1 Our liability for direct losses you suffer as a result of us failing to comply with these terms is strictly limited to £100.
- 9.2 We are not responsible for losses which are not reasonably foreseeable by you and us and even if such losses result from a deliberate breach of these terms by us.
- 9.3 We are also not responsible for any of the following types of losses that you may suffer as a result of your use of the Website:
- 9.3.1 loss of income or revenue;
- 9.3.2 loss of business;
- 9.3.3 loss of profits or contracts; or
- 9.3.4 loss of anticipated savings.
- 9.4 Nothing in these terms shall limit in any way our liability for:
- 9.4.1 death or personal injury caused by our negligence;

- 9.4.2 fraud or fraudulent misrepresentation; or
- 9.4.3 any other matter for which it would be unlawful for us to exclude, or attempt to exclude, our liability.

10. **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights.

11. **NOTICES**

All notices given by you to us must be given to the address or email set out at paragraph 1 above. We may give notice to you at either the email or postal address you provide to us when registering (or such updated email address or postal address as you may provide to us from time to time via the section of the Website which allows you to update your registration details). Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter (ten days if sent internationally). In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such e-mail was sent to the specified email address of the addressee.

12. **TRANSFER OF RIGHTS AND OBLIGATIONS**

- 12.1 These terms are binding on you and us and on our respective successors and assigns.
- 12.2 You may not transfer, assign, charge or otherwise dispose of your interest in these terms, or any of your rights or obligations arising under it, without our prior written consent.

13. **OUR RIGHT TO VARY THESE TERMS**

- 13.1 We have the right to revise and amend these terms from time to time without notice to you.
- 13.2 You will be subject to the policies and terms and conditions in force at the time that you access the Website. [PRIVACY NOTICE](#) and [COURSE PARTICIPATION TERMS](#)

14. **LAW AND JURISDICTION**

These terms and your use of the Website, together with any associated non-contractual disputes or claims, are governed by English law and you and we each hereby accept the exclusive jurisdiction of the English courts, save that if you live in a different country we may take action for interim relief or to enforce any judgment against you in the country in which you reside.