

## SMA WEBSITE – TERMS OF USE

These Terms of Use govern your use of our website at [www.thesma.org.uk](http://www.thesma.org.uk) (“our site”). Please read these Terms of Use carefully before you use our site. By using our site, you accept these Terms of Use and you agree to comply with them. However, if you do not agree to these Terms of Use, please do not use our site. We may revise these Terms of Use without notice - please check this page periodically to note any changes.

NB: contracts for the supply of goods purchased through our site are governed by our separate terms and conditions of supply – see [Terms of Supply](#).

### 1. INFORMATION ABOUT US

- 1.1 This website is operated by Sports Massage Association Ltd, a private limited company registered in England and Wales (Company Number: 04322299). Our registered office is at Providence House, Providence Place, Islington, London, United Kingdom N1 0NT. We are not registered for VAT.
- 1.2 The Sports Massage Association name and logo are unregistered trade marks owned by Sports Massage Association Ltd.

### 2. ACCESS TO OUR SITE

- 2.1 Access to our site is permitted on a temporary basis. We reserve the right to withdraw or amend any service we provide on our site, or the site itself, without notice. We will not be liable if, for any reason, our site is unavailable at any time or for any period. From time to time, we may also restrict access to parts of the site, or to the entire site, to members and other users who have registered with us.
- 2.2 If you choose, or are given, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as strictly private and confidential. We may disable your user identification code or password, at any time, if in our opinion you have failed to comply with any provision of these Terms of Use.
- 2.3 You are responsible for making all arrangements necessary for you to access our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of, and strictly comply with, these Terms of Use.

### 3. INFORMATION ON OUR SITE

- 3.1 Commentary and other material on our site is not intended to amount to advice on which reliance should be placed, and we disclaim any and all liability arising from any reliance that is placed on such material by any visitor to our site, or by anyone who may be informed of any of its contents.
- 3.2 The information on our site is provided without any guarantees or warranties as to its accuracy or completeness. We do not accept any responsibility for any loss or liability arising from any inaccurate or incomplete information on the site.
- 3.3 We aim to update our site regularly, and we may change the content at any time (and without notice). If the need arises, we may also suspend access to the site (or parts of it), or close it (or parts of it) indefinitely. Any material on our site may be out of date at any given time, and we are under no obligation to update such material.
- 3.4 We may revise these Terms of Use at any time by amending this page. You should check this page from time to time to take notice of any changes we make, as such changes are legally-binding on you. Some of these Terms of Use may also be superseded by provisions or notices published elsewhere on our site.

### 4. INTELLECTUAL PROPERTY

- 4.1 We own or license all intellectual property rights on and in our site, and in the content and other material published on it. Such material is protected by copyright laws and treaties in the UK and around the world, and all such rights are hereby expressly reserved.
- 4.2 You may print off one copy, and download extracts, of any page(s) from our site for your personal reference (and you may also draw the attention of others within your organisation to material posted on our site). However, you must not modify (in any way) the paper or digital copies of any materials you print off or download, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 4.3 Our status (and that of any identified contributor) as the author of material on our site must always be acknowledged. You must not use any part of the material on our site for commercial purposes without first obtaining a licence to do so from us or our licensor(s).
- 4.4 If you print off, copy or download any material from, or any other part of, our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, either return or destroy any copies of the content or other material that you have made.

## 5. OUR LIABILITY

- 5.1 To the extent permitted by law, we hereby expressly exclude (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or in equity (ii) any liability for any direct, indirect, special or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or the results of the use, of our site, any websites linked to it and any materials posted on it, including (without limitation) any loss of income or revenue, loss of business, loss of profit or contracts, loss of anticipated savings, loss of data, loss of goodwill and/or any wasted management time.
- 5.2 We do not warrant that our site will be free from any viruses or other technologically harmful material. We will not be liable to you for any loss or damage caused by any such viruses or other harmful material(s) that may infect your computer equipment, software, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## 6. UPLOADING MATERIAL

- 6.1 If you upload material to our site, you must strictly comply with the provisions of paragraphs 7, 8 and 9 below. You warrant that any such contribution or other material complies with those provisions and you indemnify us for any breach of that warranty.
- 6.2 Any material you upload to our site will be considered non-confidential and non-proprietary. We will have the right to use, copy, distribute and disclose any such material to third parties for any purpose. We may also disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.3 We will not be liable to any third party for the content or accuracy of any material posted by you or any other user of our site. We have the right to remove any material or posting you make on our site if, in our opinion, such material or posting does not comply with paragraph 7 below.

## 7. ACCEPTABLE USE OF OUR SITE

- 7.1 You may use our site only for lawful purposes. You may not use our site (i) in any way that breaches any applicable local, national or international law or regulation (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (iii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in paragraph 9 below (iv) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ('spam') or (v) to knowingly transmit any data, or send or upload any material, that contains viruses, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of software or hardware.
- 7.2 You also agree not to (i) reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these Terms of Use and (ii) access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment, network or software owned or used by any third party.
- 7.3 You must not misuse our site by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. 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 disclose your identity to them. In the event of any such breach, your right to use our site will cease immediately.

## 8. INTERACTIVE SERVICES

- 8.1 From time to time, we may provide interactive services on our site, including forums, chat rooms and/or bulletin boards. Where we provide any such interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 8.2 We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 9. CONTENT STANDARDS

- 9.1 These content standards apply to any and all material which you contribute to our site, and to your use of any interactive services associated with our site. You should comply with the spirit of these content standards as well as the letter. The standards apply to each part of a contribution as well as to its whole.
- 9.2 Your contributions to our site should be accurate (if they state facts), be genuinely held (if they state opinions) and comply with all applicable laws in the UK and in any country from which they are posted.
- 9.3 Your contributions to our site should not (i) contain (or promote) any defamatory, obscene, offensive, hateful, sexually-explicit or inflammatory material (ii) promote violence, discrimination (whether based on race, sex, religion, nationality, disability, sexual orientation or age), copyright infringement, computer misuse or any other illegal activity (iii) infringe any copyright, database right or trade mark of any other person (iv) be likely to deceive any person or be made in breach of any legal duty owed to a third party (such as a contractual duty or a duty of confidence) (v) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety (vi) be likely to harass, upset, embarrass, alarm or annoy any other person or (vii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person (including, without limitation, giving the impression that they emanate from us, if this is not the case).
- 9.4 We will determine, at our discretion, whether there has been a breach of these content standards, and/or of any of the provisions of paragraph 7 above, through your use of our site. If any such breach has occurred, we may take such action as we deem appropriate. This may include (i) immediate, temporary or permanent withdrawal of your right to use our site and/or the removal of any posting or material uploaded by you to our site (ii) the issue of a warning to you (iii) legal proceedings against you, including (without limitation) for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from your breach and/or (iv) disclosure of such information to law enforcement authorities as we reasonably feel is necessary in the circumstances. However, the responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate. In any event, we hereby expressly exclude any liability for such actions.

## 10. LINKING TO AND FROM OUR SITE

- 10.1 You may link to our home page, with our prior written permission, if you do so in a way that is fair, legal and does not damage our reputation or take advantage of it, and 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 from any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. In addition, the website from which you are linking must comply in all respects with the content standards set out in paragraph 7 above. We also reserve the right to withdraw (or vary) any linking permission that we may provide, from time to time, without further notice.
- 10.2 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 11. APPLICABLE LAW

- 11.1 The English courts have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for any breach of these Terms of Use in your country of residence or in any other relevant country. These Terms of Use, and any dispute or claim arising out of or in connection with them or their subject matter, will be governed by (and construed in accordance with) the laws of England and Wales.

If you have any concerns about any material which appears on our site, please contact us. Thank you for visiting our site.