

# Terms and Conditions

## The Badminton Zone Limited.

### Terms of Use

Here are the important terms and conditions underpinning any use of the website covering both free Content or Content available to paid subscribers only.

These terms and conditions set out both The Badminton Zone Limited's and your legal rights and responsibilities:

Our Terms and Conditions should be read in conjunction with our Privacy Policy and Acceptable Use Policy and any other terms referenced in this document.

### In this contract:

- 'We', 'us' or 'our' means The Badminton Zone Limited and
- 'You' or 'your' means the person/users signing up to our Website. ("Users")
- website means [www.thebadmintonzone.com](http://www.thebadmintonzone.com) and all associated pages and content ("Website")
- Any queries, feedback or complaints should be directed to: [support@thebadmintonzone.com](mailto:support@thebadmintonzone.com)

## Who are we?

We are The Badminton Zone and we are registered in England and Wales under company number: 15203807 (with registered office based in Pulborough, England).

## 1. Introduction

1. We provide a digital platform for streaming badminton coaching videos and content.
2. If you sign up with an account via our Website, including all associated features and functionalities, (collectively referred to as “Service”), or if you are accessing any videos or other content or material made available through the Website (the “Content”), you are entering into a binding contract with us and agree to be legally bound by these Terms and Conditions and the Acceptable Use Policy.
3. You may only use our Website and Content for non-business reasons and will not use our Website or Content for any illegal or non-authorized purpose.
4. This contract is only available in English only.
5. In order to use the Service and access any Content you must:
  - i) Be over the age of 18
  - ii) Have the power to enter into a binding contract with us and not be prevented from doing so
6. When registering with us for an account, you confirm that any information you submit to us is true, accurate and complete and you confirm to keep the information that way.
7. You will not access the Services through automated or non-human means whether through a bot, script or otherwise.

8. If we terminate or suspend your account for any reason, you are prohibited from registering or creating a new account under your name, a fake or borrowed name.

## 2. Information we give you

1. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made.
2. We will give you information via our Website on:
  - i) the main characteristics of the Services you want to buy;
  - ii) who we are, where we are based and how you can contact us;
  - iii) the total price of the Services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);
  - iv) in the case of a contract where its end has not been agreed or a contract containing a subscription, the total costs per billing period or (where such contracts are charged at a fixed rate) the total monthly costs;
  - v) how to exercise your right to cancel the contract and the costs of doing so;
  - vi) The process we will follow if you have a complaint;
  - vii) how long your subscription contract runs for and how to end it.
3. The key information we give you by law forms part of this contract (as though it is set out in full here).

4. If we have to change any key information once a legally binding contract between you and us is made, we will notify you in writing.
3. Your privacy and personal information
    1. Our Privacy Policy can be viewed at: [www.thebadmintonzone.com](http://www.thebadmintonzone.com).
    2. We care about privacy and personal information security. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us if you have a query or complaint about the use of your personal information.
  4. The Service
    1. Below, we set out how a legally binding contract between you and us is made.
    2. You create an account by signing up with your details via our Website. You are solely responsible for sharing accurate and complete data.
    3. Our Website is free to use. Some parts of the Content and Service are available free of charge to all users upon creating an account and selecting free trial (“Free Trial”).
    4. Some of the Content and Service are only available to access via the Website if you have created an account and paid for a subscription (“Paid Membership”).
    5. Users have the option to access the Free Trial or select Paid Membership. Both options will prompt you to create an account.

6. Creating an account constitutes an offer by you to subscribe to the Service by way of a Free Trial or Paid Membership. We will confirm acceptance of your offer by sending you an email which confirms your application has been accepted (“Confirmation Email”). A legally binding contract will be made between us when you receive the Confirmation Email.
5. Paid Memberships
  1. The Paid Membership options are available on our Website and we explain which Paid Membership options are available to you when you create an account.
  2. With a Paid Membership you will have access to our full Website and Content for the duration of your subscription.
  3. We reserve the right to modify, terminate, change or otherwise amend our offered subscription plans, pricing, Content and promotional offerings at any time in accordance with these Terms without liability to you for such modifications and changes.
  4. We may also offer special promotions or services, including offerings of third-party products and services in conjunction with or through the Service.
  5. If you have signed up for a Paid Membership, you will be charged for the Service on a recurring basis until cancelled by you. Your subscription will continue and automatically renew until cancelled (see Clause 8).
  6. The payment dates will depend on the type of subscription you sign up to. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge until such time you cancel the applicable order. The length of your billing cycle is monthly or annually

7. By signing up to a Paid Membership, you acknowledge your subscription will result in a recurring payment by you indefinitely until you cancel the subscription, and you accept all responsibility for the recurring charges before cancellation by you.
6. Free Trials
  1. When you sign up to a Free Trial, you will not be charged for the Service until such time you upgrade to a Paid Membership.
  2. We, reserve the right to add a fixed duration to the Free Trial although any such changes would be notified to our Users in advance.
7. Cancellation of Paid Membership subscription
  1. You can cancel your subscription at any time by informing us of your decision to cancel. This can be done by accessing your Billing tab and manage your subscription from there.
  2. To meet the cancellation deadline before subscriptions auto-renew, you are required to exercise your right to cancel before the day your next recurring payment becomes due.
  3. If you wish to cancel your Paid Membership, our recommendation is for you to cancel at least 72 hours before your next payment is due to be collected in order to avoid being charged for that following subscription period.
  4. We will begin providing the Paid Membership service immediately upon signing up.
  5. All subscription commitments and Paid Memberships are final and no refunds will be issued. This includes any auto-renewals where no cancellation action is taken.
  6. We reserve the right to in our discretion and without notice or liability, deny access to and use of the

Services, or delete your account to any person for any reason including without limitation for breach of any representation, warranty or term in this Agreement or the Acceptable Use Policy.

8. End of the contract

1. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

9. Content

1. You must check that the hardware and software requirements of your computer or device mean that you can stream the Content.
2. Please note that streaming Content via our Website will use your data unless you are connected to Wi-Fi. Using too much data may exceed your data limit and you could face paying additional data charges particularly if you are using your mobile phone abroad. We hold no responsibility for any costs incurred by Users in accessing the Website or Content.

10. Permission to use the Website and Content

1. When you use our Service to stream Content you will not own the Content. Instead we give you permission to access the Content (also known as a 'licence') for the purpose of you using and enjoying it according to these terms and conditions.
2. The licences to use our Website and our Content:
  - i) are personal to you and non-transferable. You can use it wherever you want in the world but only if you comply with local laws;
  - ii) are non-exclusive to you. We supply the same Content to other users;

- iii) may be used only on two computers or devices personally owned by you;
  - iv) may not be:
    - copied by you;
    - changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it);
    - combined or merged with, or used in, any other computer program;
    - distributed or sold by you to any third party;
    - Reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, sold, licenses or otherwise exploited for any commercial purpose without our express prior written permission.
  - v) contain information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright ©, registered trade mark ® or unregistered trademark ™ markings which identify us as the owners. This includes where Content is branded as The Badminton Zone and all videos on the Website.
3. Except where you have permission to use the Content under this clause 10, you will not obtain any rights of ownership or other rights (of whatever nature) in the Website or Content or in any copies of it.
4. The streaming of Content including but not limited to videos from the Website is intended for personal, non-commercial use only. All Content available on the Website is protected by copyright law. Any unauthorised



use of Content including but not limited to downloading, sharing, reproducing or distributing videos is strictly prohibited and in breach of these Terms and the Acceptable Use Policy.

5. You will indemnify us and hold us harmless against all damages, losses and expenses arising out of your use of the Website and Content which is in breach of the terms of this agreement or the Acceptable Use Policy.
6. By directly sending us any question, comment, suggestion, idea, feedback, you agree to assign us all Intellectual Property in such submission and agree that we can use and share such information for any purpose without compensation to you.

## 11. Payment

1. Payment for upgrading to Paid Membership shall be transacted via Stripe - an independent payment processing platform.
2. You understand that by using Stripe's payment processing platform, you will be bound by their terms of service and be responsible for entering your accurate payment details.
3. In progressing to payment via the Stripe platform, you expressly understand and agree that we will not be liable for any losses, either direct or indirect associated with any payments, monetary transactions, errors, processing issues. We will not be responsible for any losses you may suffer if a third party gains unauthorised access to any payment information or personal details entered into with Stripe at the point of transaction. It is your responsibility to verify that the transaction was successfully processed in line with expectations.

4. Your credit card or debit card will only be charged when you sign up to a Paid Membership, or upon renewal if you have not cancelled the subscription.
  5. All payments by credit card or debit card need to be authorised by the relevant card issuer.
  6. The price of the Paid Memberships are referenced in GBP. All currency conversion charges and local taxes remain responsibility of the Users and you will be notified as you progress through the secure payment mechanism with Stripe if applicable.
  7. We reserve the right to change our billing provider from time to time and you will be notified at such time.
12. Nature of the Service and Content
1. The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example:
    - i) In respect of the Service you can ask us to fix the service if it’s not carried out with reasonable care and skill
    - ii) In respect of the Content: it must be as described, fit for purpose and of satisfactory quality;
  2. When we supply the Content:
    - iii) we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious Content;
    - iv) we do not promise that it is compatible with any third-party software or equipment except where we have said on our Website; and
    - v) you acknowledge that there may be minor errors or bugs in it.
  3. In respect of our Website:
    - vi) The Website is provided as is and as available without express or implied warranty of any kind

- vii) We make no representations that the Website is fit for a particular purpose or is of satisfactory quality
- viii) you acknowledge that there may be minor errors or bugs in it;
- ix) we do not endorse, guarantee or assume responsibility for any third-party applications, devices or other product or service which might be advertised through the Website or the Service.

### 13. Ownership

1. Our Website and all intellectual property (“Intellectual Property”) rights in them including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of all Intellectual Property.
2. We remain the owner of all intellectual property rights (“Intellectual Property”) in our Services, Website and Content including all source code, databases, design, video, audio, text, photographs and graphics within them. Any breach of Intellectual Property will constitute a material breach of our Terms and Conditions and your right to use the Services will terminate immediately.
3. Nothing in these Terms grants you any legal rights in the Website other than as necessary to enable you to access the Website. You agree not to adjust, to try to circumvent or delete any notices contained on the Website (including any intellectual property notices) and

in particular in any digital rights or other security technology embedded or contained within the Website.

4. The Badminton Zone Limited name, logo and Content are our copyright / trademarks.

14. Your Responsibilities:

1. You agree that you are solely responsible for:
  - i) all costs and expenses you may incur in relation to your use of the Website; and
  - ii) keeping your password and other account details confidential.

15. Limit on our responsibility to you

1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:
  - i) losses that:
    - were not foreseeable to you and us when the contract was formed; or
    - that were not caused by any breach on our part;
  - ii) business losses; and
  - ii) losses to non-consumers.
2. We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.
3. As permitted by law and in line with these Terms and Conditions, our liability will be capped to the amount paid if any, by you to us during the six (6) month period prior to any cause of action arising.

## 16. Disputes

1. We will try to resolve any disputes with you quickly and efficiently.
2. If you are unhappy with:
  - i) the digital Content;
  - ii) our service to you; or
  - iii) any other matter,please contact us as soon as possible.
3. If you and we cannot resolve a dispute informally within 30 days through attempting to negotiate any dispute ourselves, we will:
  - iv) let you know that we cannot settle the dispute with you; and
  - v) give you certain information required by law about alternative arbitration options to be considered.
4. If you want to take court proceedings, the relevant English courts of the United Kingdom in London will have jurisdiction in relation to this contract.
5. You agree that any arbitration shall be limited to the dispute between the parties individually and to the full extent permitted by law, the arbitration shall not be joined with another dispute or progressed on a class-action basis.

## 17. Accuracy of Information and Disclaimer

1. While we try to make sure that our Website is accurate, up-to-date and error free, we cannot be sure it will be. Furthermore, we will assume no liability that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information or accuracies of Content on the Website is at your own risk.
2. Our Services and Content are provided on an as-is and as-available basis. As with any sport and exercise, you

are responsible for knowing your health limits or can choose to consult your doctor around your own fitness levels. We will assume no liability or responsibility for any personal injury or property damage resulting from you undertaking any physical activity contained, mentioned or referenced in the Website and Content.

3. We can suspend or even terminate operation of our Website at any time as we see fit.

4. Information provided for your general information purposes only are to inform you about us and Content, our subscriptions, news, features, services and other Websites that may be of interest. It does not constitute legal advice or any other type of advice and should not be relied on for any purposes.

5. While we try to make sure that the Website is available for your use, we cannot guarantee availability at all times or uninterrupted use by you of the Website. You agree that we have no liability for any loss or inconvenience caused by your inability to access the Services during any downtime or changes.

#### 18. Hyperlinks and third-party sites

1. Our Website may contain hyperlinks or references to third party Websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party Websites and accept no legal responsibility for any Content, material or information contained in them or any losses sustained by you or harm caused to you resulting in any contact with third party Content or Websites. The display of any hyperlink and reference to any third-party Website does not mean that we imply approval or endorse that third party's Website, products or services. Your use of a third-party site may be governed by the

terms and conditions of that third party site and your use of them is done so at your own risk. You should also check the privacy policy of any third party site as ours will not apply.

19. Assignment

1. We may assign the agreement or any rights under the agreement, in whole or in part to another party
2. You may not assign the agreement or any rights under the agreement to any third party.

20. Applicable law

1. These Terms and Conditions and any supporting Policies shall be governed by the laws of England and Wales.

21. Third party rights

1. No one other than a party to this contract has any right to enforce any term of this contract.

