



## **Engage User Service Terms**

These User Service Terms (**Terms**) represent a legal agreement between you (**User** or **you**) and MyLife Digital Ltd of Hartham Park, Hartham, Corsham, Wiltshire. SN13 0RP (**Licensor, us** or **we**) for the use of our website at <https://prod.mylifedigital.co.uk/rugby> (**Site**) and the services accessible via the Site (the **Services**).

Our Site provides a service that allows players, coaches, clubs and the RFU to manage and share player data.

Access and use of the Services is subject to the relevant terms set out below.

By accessing our Site, creating or accessing a user account, using any of the Services, and/or completing the necessary action to confirm acceptance of the Terms, these Terms will be binding upon you. If you do not agree to these Terms, you should not use the Site and must not access any of the Services.

**We recommend that you print a copy of these Terms for future reference.**

### **AGREED TERMS**

#### **1. ACKNOWLEDGEMENTS**

- 1.1 These Terms apply to the Services, including any updates or supplements to the Site and the Services.
- 1.2 We may change these Terms at any time by posting the latest version on the Services. You may be required to read and accept them to continue your use of the Services and, in any event, your continued use of the Services will constitute your acceptance of the amended Terms.
- 1.3 You agree that you are responsible for procuring internet access in order to access the Services and will be responsible for all data charges you incur through use of the Services. You accept responsibility in accordance with these Terms for the use of any Service.
- 1.4 The terms of our privacy policy from time to time, available at [https://www.mylifedigital.co.uk/our\\_policies/](https://www.mylifedigital.co.uk/our_policies/) (**Privacy Policy**) is incorporated into these Terms by reference. Additionally, by using the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.



- 1.5 You acknowledge and agree when creating a new user account that you have not previously been suspended or removed from the Services and that you do not already have a user account.
- 1.6 By using the Services, you consent to us collecting and using technical information about the device(s) and related software, hardware and peripherals used that are internet-based or wireless to improve and provide the Services to you.
- 1.7 The Services may contain links to and content from other independent third-party websites or features, (**Third-party Sites**). Third-party Sites and content may also feature in images, comments and other materials available via the Services. We may also enable you to share yours and other users' Content on Third-party Sites. Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 1.8 You may choose, at your sole and absolute discretion and risk, to allow information from the Services to be posted to a third-party service, including but not limited to social networks such as Facebook or Twitter (**Third-party Service**). By using such Third-party Services, you acknowledge and agree that you are consenting to information about you or content featuring you being shared on a Third-party Service.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to access the Services, subject to these Terms and the Privacy Policy. We reserve all other rights.
- 2.2 We reserve the right to modify or terminate any of the Services or your access to any Service for any reason, without notice, at any time, and without liability to you. You can deactivate your user account by contacting us at [engagesupport@mylifedigital.co.uk](mailto:engagesupport@mylifedigital.co.uk). If we terminate your access to any Service or you ask us to deactivate your account, all your profile information and all other data will no longer be available to you or accessible through your account, but those materials and data may persist and continue to appear within the Services.



- 2.3 Your licence to access and use the Services is personal to you and you are responsible for any activity that occurs through your user account. You agree you will not sell, transfer, license or assign your account, username, or any account rights (or attempt to do any of the same). With the exception of parents or guardians creating user accounts on behalf of children under 13, you agree that you will not create an account for anyone other than yourself.
- 2.4 You represent that all information you provide or have provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

### 3. LICENCE RESTRICTIONS

Except as expressly set out in these Terms or as permitted by any local law, you agree:

- (a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Services;
- (b) not to make alterations to, or modifications of, the whole or any part of the Services; or
- (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services,

together **Licence Restrictions**.

### 4. USE OF THE SERVICES

- 4.1 The Services enable you to create and access a user account for the purposes of using the Services. In particular, the Services enable you to upload and share playing information. Further information about the operation of the Services can be found on the Services and in the Privacy Policy.
- 4.2 You warrant and represent that you have the legal right and capacity to enter into these Terms in your jurisdiction.
- 4.3 You warrant and represent that any data, images, photographs, text, information, logos, representations, comments, links, graphics, and/or other materials (**Content**) that you upload and post via the Services is your original material, or that you have the legal right to use such Content and sub-license such use to us in accordance with these Terms.
- 4.4 You are responsible for maintaining the security of your user account details, including the username and password. You must not disclose any of the same to a third party. If you become aware, or reasonably suspect, that a third party has obtained access to your user account, you must notify us immediately. We



reserve the right to suspend or permanently disable access to any user account we reasonably believe has been shared with, or accessed by, a third party.

4.5 You must:

- (a) be at least 13 years of age in order to use the Services;
- (b) not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Site;
- (c) not infringe our intellectual property rights or those of any third party in relation to your use of the Service, including by the submission of Content;
- (d) not transmit or post any Content that is defamatory, offensive or otherwise objectionable, including but not limited to Content that includes anything of a violent, pornographic, discriminatory, unlawful, hateful or sexual nature, in relation to your use of the Site or any Service;
- (e) not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Services; or
- (f) be solely responsible for your conduct and any Content that you submit, post or display on or via the Service.

4.6 Violation of these Terms may, in our sole discretion, result in suspension or termination of your user account and access to any or all of the Services. You understand and agree that we cannot and will not be responsible for the Content posted on the Services, or for the conduct of other Service users, and your use the Services is entirely at your own risk.

**5. INTELLECTUAL PROPERTY & OTHER RIGHTS**

5.1 You acknowledge that all intellectual property rights in the Services anywhere in the world belong to us or our licensors, and that you have no rights in, or to, the Services other than the right to use them in accordance with these Terms.

5.2 Any logos used in the Services are trademarks of MyLife Digital, and may not be copied, imitated or used, in whole or in part, without our prior written permission.

5.3 You remain the legal owner of any Content you upload and post via the Services. You grant us a non-exclusive, royalty-free, transferable, sub-licensable, perpetual, worldwide licence to use such Content for the purpose of providing the Services.



- 5.4 You acknowledge and agree that posting any Content via the Services makes such Content available to other Users of the Services and other parties as detailed in the Privacy Policy.
- 5.5 We do not represent or warrant that the provision of the Services will be uninterrupted or error-free. There will be occasions when the Services may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
- 5.6 We reserve the right to remove any Content from the Services for any reason, without prior notice. Content removed from the Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. We encourage you to maintain your own backup of your Content. You agree that you will not rely on any of the Services for backup or storage purposes. We will not be liable to you for any modification, suspension, or discontinuation of the Services, or the loss of any Content.

## **6. WARRANTIES DISCLAIMER**

- 6.1 The Services, including but not limited to, the Site and all content and materials contained or available therein, are provided on an "as is". To the fullest extent permissible by law, neither we nor any of our group companies, employees, officers or agents, make any representations or warranties of any kind, whether express or implied, as to the Services.
- 6.2 We hereby disclaim any and all warranties, whether express or implied, including but not limited to those as to quality, fitness for purpose, non-infringement, title, quiet enjoyment, or freedom from viruses or malware.
- 6.3 We do not warrant or represent that any of the information available via the Services is accurate or complete. You should not rely on any such information for decision-making purposes.

## **7. LIMITATION OF LIABILITY**

- 7.1 We only supply the Site and Services for domestic and private use and you agree not to use any Service for any commercial, business or resale purposes. In any event, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity (whether direct or indirect and whether or not foreseeable).
- 7.2 We shall not be liable to you for any losses, whether in contract, tort, statutory duty or otherwise (including but not limited to direct, indirect, special, incidental or consequential losses or damages), that are directly or indirectly related to:



- (a) your access and use of the Services or that of third parties;
- (b) user-based or originating content, including but not limited to Content;
- (c) your inability to use the Services;
- (d) use of your Content by third parties;
- (e) any third party claim of intellectual property infringement in relation to your Content or any other user content;
- (f) any damage to any computer, mobile device, or other equipment or technology, including but not limited to any damage which results from any security breach or from any virus, bug, malware or fraud;
- (g) loss of, or damage to, any Content or other data; or
- (h) accuracy of information or results,

whether or not such losses are foreseeable and regardless of whether we have been advised or, or should have known about, the possibility of such damages.

7.3 Subject to clauses 7.1 and 7.2, our maximum aggregate liability under or in connection with this contract (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in condition 7.4.

7.4 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

## **8. INDEMNITY**

You agree to indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following:

- (a) your Content or your access to or use of the Services;
- (b) your breach or alleged breach of these Terms;
- (c) your violation of any third-party rights, including without limitation, any intellectual property rights, publicity, confidentiality, property or privacy rights; or
- (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities.



## **9. TERMINATION**

- 9.1 Without prejudice to our other rights and remedies under these Terms and in law, we may terminate our contract with you immediately by written notice to you:
- (a) if you commit a material or persistent breach of these Terms. For the avoidance of doubt, any breach of clauses 3 or 4 shall be deemed a material breach; or
  - (b) if you breach any of the Licence Restrictions or any provisions of our acceptable use or other community policies.
- 9.2 On termination for any reason:
- (a) all rights granted to you under these Terms shall cease;
  - (b) you must immediately cease all activities authorised by these Terms, including your access to any registered user accounts and/or use of any Services; and
  - (c) we may deactivate and/or delete your user account and you agree not to attempt to access your user account, or create any other user account without our prior written consent.
- 9.3 You acknowledge and agree that on termination of your rights under these Terms, or otherwise notwithstanding the deletion, deactivation or non-use of your user account, we may continue to store and use your Content in accordance with these Terms.

## **10. COMMUNICATION BETWEEN US**

- 10.1 If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail [engagesupport@mylifedigital.co.uk](mailto:engagesupport@mylifedigital.co.uk) or by prepaid post to MyLife Digital Ltd, Hartham Park, Hartham, Corsham, Wiltshire. SN13 0RP. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 10.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us.

## **11. EVENTS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

**12. OTHER IMPORTANT TERMS**

- 12.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.
- 12.2 These Terms, together with any documents referred to in them (including, but not limited to, our Privacy Policy) constitute the entire agreement between you and us and govern your use of the Services, superseding any prior agreements between you and us.
- 12.3 No third party shall have the right to enforce any provision in these Terms.
- 12.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.5 Each of the clauses in these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 12.6 Please note that the agreement between us, comprising these Terms, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction in relation to any claim or dispute arising out of or in connection with it (whether contractual or non-contractual).





## ENGAGE PRIVACY POLICY & COOKIES

MyLife Digital ("we", "us") is committed to protecting and respecting your privacy. We make the website and service available at <https://prod.mylifedigital.co.uk/rugby> (the **Services**) for the benefit of users of the Services which may include rugby coaches and players (collectively, **Users**).

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from Users, or that Users provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding Users' personal data and how we will treat it. By accessing The Services, Users are accepting and consenting to the practices described in this policy.

For the purpose of the Data Protection Act 1998 (the **Act**), the MyLife Digital is the data controller.

### INFORMATION USERS GIVE US

We may collect and process the following data Users give us when registering for or logging into The Services, using the services available via the Services, or by corresponding with us by phone, e-mail or otherwise to assist with administration and support of the Services or a User's account. Such information about a User may include:

- Contact information of Users - name, address, DOB, e-mail address and phone number
- Emergency contact information - for example, players' parents' information
- Playing information, such as:
  - Attendance, training & game time records
  - Positional preferences & technical work-ons
  - Injury information, including concussion
  - Survey results, including commitment levels and coaching preferences



## HOW WE USE THIS INFORMATION

We use this information in the following ways:

### Contact information

- to provide the Services and related services available via the Services to Users;
- to notify Users about changes to the Services;
- for internal record-keeping, reporting and development purposes;
- for the purposes of supporting the provision of the Services and dealing with any support requests or customer queries.

**Emergency contact information** - will only be used to contact individuals in the event of an emergency.

### Playing information

- to produce reports, surveys and updates to be used by a coach to assist with coaching/game management;
- to produce medical research, surveys and reports.

No User will be personally identifiable in any published research, survey or report.

The above information may be shared by us as follows:

- **Contact information and emergency contact information** - may be shared with a player User's coach, club, school, region and the RFU.
- **Playing information** - may be shared with a player User's coach, club, school, region, medical professionals and the RFU. It may also be shared with medical or other researchers for the purposes of producing surveys and reports on player health.

## INFORMATION WE COLLECT FROM ALL USERS

- **Information we collect about Users.** With regard to each visit to the Services we may automatically collect the following information:
  - technical information, including the Internet protocol (IP) address used to connect a User's computer or device to the Internet, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
  - information about a User's visit, including the full Uniform Resource Locators (URL) clickstream to, through and from the Services (including



date and time); pages viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our support number.

## **HOW WE USE THIS INFORMATION**

We will use this information:

- to ensure that content from the Services is presented in the most effective manner for Users and the computers/devices being used to access the Services;
- to administer the Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve the Services to ensure that content is presented in the most effective manner for Users and for Users' computers/devices;
- to allow Users to participate in interactive features of the Services, when Users choose to do so;
- as part of our efforts to keep the Services safe and secure;
- to measure or understand the effectiveness of any advertising we serve to Users and others, and to deliver relevant advertising to Users;

## **WHAT ARE COOKIES AND HOW DO WE USE THEM?**

We use cookies to distinguish individual Users of the Services. This helps us to provide Users with a good experience. By visiting and using the Services, Users agree to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser, computer, or device. We may use the following cookies:

**Strictly necessary cookies.** These are cookies that are required for the operation of the Services. They include, for example, cookies that enable Users to log into secure accounts, use interactive features and services.

**Analytical/performance cookies.** These allow us to recognise and count the number of visitors and Users and see how they use the Services. This helps us to improve the way the Services works, for example, by ensuring that Users are finding what they are looking for easily.

**Functionality cookies.** These are used to recognise Users when they return to the Services. This enables us to personalise our content for Users, greet Users by name and remember Users' preferences.



Please see [https://www.mylifedigital.co.uk/our\\_policies/](https://www.mylifedigital.co.uk/our_policies/) which details the cookies we use.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of the Services.

## **DISCLOSURE OF INFORMATION**

We may disclose personal data to a third party if we are under a duty to disclose or share personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of the RFU, our customers, or others.

## **WHERE WE STORE USER PERSONAL DATA**

The data that we collect from Users will not be transferred to, and stored at, a destination outside the United Kingdom. All information Users provide to us is stored on our secure servers. Where we have given Users (or where Users have chosen) a password which enables access to certain parts of the Services, Users are responsible for keeping this password confidential. We ask Users not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect User personal data, we cannot guarantee the security of User data transmitted to the Services; any transmission is at Users' own risk. Once we have received User information, we will use strict procedures and security features to try to prevent unauthorised access.

## **ACCESS TO INFORMATION**

The Act gives Users the right to access information held about them. Your right of access can be exercised in accordance with the Act and you should direct any requests to us by e-mail [engagesupport@mylifedigital.co.uk](mailto:engagesupport@mylifedigital.co.uk) or by prepaid post to MyLife Digital Ltd, Hartham Park, Hartham, Corsham, Wiltshire. SN13 0RP. We will confirm receipt of this by contacting you in writing, normally by e-mail.

## **CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be notified to you.

## **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [engagesupport@mylifedigital.co.uk](mailto:engagesupport@mylifedigital.co.uk).