

SPEEDO ON WEBSITE TERMS OF USE

TERMS OF WEBSITE USE

www.on.speedo.com (the “Speedo On Sites” are operated by Speedo International Limited . We are registered in England and Wales under Company Number: 227323 and have our registered office at 8 Manchester Square, London, W1U 3PH

These Terms of Use govern your use of our personal swim tracking app (“Speedo On App”), the Speedo On Sites, the software embedded in the Speedo On App, memberships and other Speedo On services (collectively, the “Speedo On Service”).

Please read these terms of use carefully before you start to use the Speedo On Service. By using the Speedo On Service, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Speedo On Service.

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

We amend these terms from time to time. Every time you wish to use the Speedo On Service, please check these terms to ensure you understand the terms that apply at that time.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of the Speedo On Service:

- Our Privacy Policy [<http://www.speedo.com/international/en/privacy-policy.html>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Speedo On Service, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy [<http://www.speedo.com/international/en/website-acceptable-use-policy.html>], which sets out the permitted uses and prohibited uses of the Speedo On Service. When using the Speedo On Service, you must comply with this Acceptable Use Policy.
- Our Cookie Policy [<http://www.speedo.com/international/en/cookie-policy.html>], which sets out information about the cookies on the Speedo On Service.

WE MAY MAKE CHANGES

We may update and change the Speedo On Service from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

WE MAY SUSPEND OR WITHDRAW OUR SITE

Save where you pay for content or subscribe to a service, the Speedo On Service is made available free of charge.

We do not guarantee that the Speedo On Service, or any content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Speedo On Service for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Speedo On Service through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

CREATING AN ACCOUNT

Full use of the Speedo On Service requires that you create an account by providing us with a valid email address and strong password. You may also log in via third party platforms such as Google and Facebook. You must treat your account information as confidential. You must not disclose it to any third party.

You are responsible for all activity that occurs in relation to your account. We are not liable for any loss or damage caused by your failure to maintain the confidentiality of your account information.

We have the right to disable any user account or 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 these terms of use.

HOW YOU MAY USE SPEEDO ON CONTENT

“Speedo On Content” includes any text, images, music, graphics, software, audio, video, blogs, and any other information and materials which are generated, posted, provided or made available by us through the Speedo On Service to you. Except for Your Content, we are the owner or the licensee of all intellectual property rights in the Speedo On Service, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Speedo On Sites for your personal use and you may draw the attention of others to content posted the Speedo On Service.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Speedo On Service must always be acknowledged.

You must not use any part of the content on the Speedo On Service for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Speedo On Service in breach of these terms of use, your right to use the Speedo On Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

DO NOT RELY ON INFORMATION

Speedo On Content is provided for general information only. It is not intended to amount to advice on which you should rely, nor is it intended to diagnose, treat, cure or prevent any injury or disease. You must obtain professional or specialist advice before engaging in any exercise programme. We are not responsible for any health problems that may result from training programmes, challenges, products or events you may receive or learn about through the Speedo On Service. If you undertake any activity you receive or learn about through the

Speedo On Service you agree that you do so at your own risk and are voluntarily participating in these activities.

The Speedo On Service and Speedo On Content are provided to you “AS IS” without any warranty of any kind. We make no warranty that the Speedo On Service or Speedo On Content will meet your requirements or be available on an uninterrupted, secure, or error free basis.

Although we make reasonable efforts to update the information on the Speedo On Service, we make no representations, warranties or guarantees, whether express or implied, that the Speedo On Content is accurate, complete or up to date.

UPLOADING CONTENT AND DATA TO OUR SITE

Whenever you make use of a feature that allows you to upload content or data to the Speedo On Service, or to make contact with other users, you must comply with the content standards set out in our Acceptable Use Policy [<http://www.speedo.com/international/en/website-acceptable-use-policy.html>].

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content or data you upload to the Speedo On Service will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content and data, but you are required to grant us a non-exclusive, transferable, sub-licensable, worldwide, royalty free licence to use, store, copy and analyse that content and data and to distribute and make it available to third parties only in connection with operating and providing the Speedo On Service.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Speedo On Service constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on the Speedo On Service if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy [<http://www.speedo.com/international/en/website-acceptable-use-policy.html>].

You are solely responsible for securing and backing up your content.

USER-GENERATED CONTENT IS NOT APPROVED BY US

The Speedo On Service may include information and materials uploaded by other users, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [<http://www.speedo.com/international/en/contact-us.html>].

WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where the Speedo On Service contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be

interpreted as approval by us of those linked websites or information you may obtain from them.

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Speedo On Service will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Speedo On Service. You should use your own virus protection software.

You must not misuse the Speedo On Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Speedo On Service, the server on which the Speedo On Service is stored or any server, computer or database connected to the Speedo On Service. You must not attack the Speedo On Service via a denial-of-service attack or a distributed denial-of service attack.

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 we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Speedo On Service will cease immediately.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide the Speedo On Service for domestic and private use. You agree not to use the Speedo On Service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

APPLICABLE LAW

These terms their subject matter and their formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

TRADE MARKS

SPEEDO, the ARROW device, AQUALAB, AQUABLADE, ENDURANCE, FASTSKIN, FLIPTURNS, LZR RACER, SCULPTURE and BIOFUSE are registered trade marks of and used under license from Speedo Holdings B.V.

You are not permitted to use our Trade Marks without our approval unless they are part of the materials you are using as permitted.

The LZR RACER suit has worldwide design rights and patents pending.

The Speedo On Sites are registered domain names of Speedo International Limited.

Speedo International Limited is a registered data controller, registration no. Z5408646.

YOUR CONCERNS

If you have any concerns about material which appears the Speedo On Service, please contact us at customerservice@on.speedo.com or Speedo International Limited, Enterprise Way, ng2 Business Park, Nottingham, NG2 1EN.

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