

## Terms and Conditions

### Senior Fitness Test Terms and Conditions

Thank you for visiting SFT.HumanKinetics.com, which is operated by Human Kinetics, Inc. (HK).

This Terms and Conditions document outlines the following:

- Acceptable uses of this website
- Content and copyright policies, rights, and rules
- Information regarding errors on this website

### Your Use of This website Is Governed by These Terms and Conditions

Please review the terms and conditions of the SFT.HumanKinetics.com website contained herein. If you do not agree with any of these terms and conditions, you may not use the SFT.HumanKinetics.com website. You can accept the terms and conditions by clicking to accept or agree to the terms and conditions when this option is made available to you on the website or by actually using this website. Your use of this website constitutes your acceptance of these terms and conditions and your agreement to be bound by them.

### These Terms and Conditions May Change

HK reserves the right to update or modify these terms and conditions at any time without prior notice. Therefore, please review these terms and conditions whenever you use this website. Your use of this website following any change to the terms and conditions constitutes your agreement to follow and be bound by the terms and conditions as changed.

**UK, Middle East, and European Customers:** [Click here](#) to read terms and conditions for Human Kinetics Europe Limited.

Questions regarding this policy should be directed to [webmaster@hkusa.com](mailto:webmaster@hkusa.com) or may also be sent in writing to the following address:

Human Kinetics Inc.  
Attn: Website Manager  
1607 N. Market Street  
PO Box 5076  
Champaign, IL 61825-5076

These terms and conditions were last updated October 25, 2012.

### Personal Data Statement

By agreeing to these terms and conditions, you acknowledge your responsibility for any personal data you provide about yourself or others. You affirm you have permission to provide these data about yourself, your clients, or any other persons for whom data are provided. You grant to HK on behalf of yourself, your clients, or others for whom you have provided data a nonexclusive, worldwide license to store, modify, transmit, and report on these data in the Senior Fitness Test database, web-based reports, and all other storage and outputs currently established or subsequently developed and incorporated into the Senior Fitness Test product or service.

You recognize and accept that authorized employees of HK—as well as any outside agents contracted to service, manage, or otherwise support this product in whole or in part—shall have access to any data provided by you on a need-to-know basis.

### Copyright Notice

All material contained in the Senior Fitness Test website is protected by copyright. All rights are reserved and protected to the fullest extent by United States and International copyright laws. Except for use in a review or for the purposes of aiding in placing an order with HK, the reproduction or use of this website in any form or by any electronic, mechanical, or other means, now known or hereafter invented, including xerography, photocopying, broadcast and recording, and in any information storage and retrieval system, is forbidden without the written permission of the publisher. Order forms may be copied for the purpose of ordering materials from HK. Read the [HK Permissions Page](#) for information about obtaining permission to reproduce or use materials on the website.

### **Content Disclaimer**

The information on this website is provided in good faith as a service to the international physical activity community, and all reasonable care is taken to ensure the information is correct and up to date. Please remember that some of the information provided on this website may require technical knowledge or specialized training for use or implementation. In addition, no guarantee is made of the accuracy of the information provided on this website by HK or any of the persons and organizations contributing to any part of this website. HK and the authors and organizations contributing to the Senior Fitness Test website disclaim all liability of any kind arising directly or indirectly from any use of the information conveyed on this website or any loss or damage incurred from such use. If you have questions about the accuracy or currency of any information provided on the Senior Fitness Test website, please send e-mail to [Webmaster@hkusa.com](mailto:Webmaster@hkusa.com), and we will attempt to rectify any uncertainty.

### **Product Inaccuracy Disclaimer**

From time to time there may be information on our website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. HK reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

### **Use of the Website**

You agree to use the website for only the purposes that are permitted by the terms and conditions of this website and by any applicable law or regulations in your state, country, or jurisdiction. You are not allowed to engage in any activity that interferes or disrupts this website or the servers or networks connected to the website. You are responsible for any breach of your obligations under the terms and conditions of this website and for the consequences, including any losses that HK may suffer, of any such breach. You further acknowledge that HK has no responsibility to you or to any third party.

During the time you are an active subscriber to SFT.HumanKinetics.com, HK grants you the nonexclusive right to generate, print, and distribute reports and items from the Resource Library from your account on the Senior Fitness Test website. Beyond that nonexclusive right, you agree not to copy, sell, trade, resell, reproduce, or duplicate any services provided on this website or facilitate the ability of another to do so.

### **Your Account**

- To access many of the features on this website, you are required to purchase a subscription to the software and create an account. You are required to provide accurate and complete information when creating your account, and you are solely responsible for any activity that occurs on your account.
- By creating an account, you affirm that you are 18 years of age or older. Children under the age of 18 are not allowed to create an account on this website and should not use this website.
- If at any time you fear there has been a breach of your account, you are responsible for contacting HK. HK is not responsible for such breaches.
- You shall at no time use any area of this website, or the HK website, including message boards, groups, messaging, or profiles, for commercial purposes. Any users found to be using this website for commercial purposes will immediately have their accounts removed.
- If you are found to have uploaded viruses, Trojan horses, or malicious code to your profile or other sections of the website or the HK website, HK retains the right to immediately remove your account and, when warranted, seek restitution to the fullest extent of the law.
- To ensure our website operates at an optimal level for all website visitors, HK retains the right to delete files and content from your account if you do not renew your account during the renewal period (initial subscriptions are good for 1 year); after removal, these files and content will be inaccessible. Any data you provided during your subscription period will not be returned should you fail to renew your account within the stated renewal period. You acknowledge that if your subscription lapses and later you resubscribe to Senior Fitness Test, there is no guarantee you shall have access to data you provided during your initial or previous subscription period.

### **User-Submitted Content**

- All information on this website, including data files, text, software, music, audio files, and videos, which you have access to as a user of this website, is the sole responsibility of the person from which such content originated.
- Any content presented to you may be protected by copyright and intellectual property rights, which are owned by the content holder.

- You may not modify, rent, sell, distribute, or reproduce this content, in whole or in part, unless you have been specifically told that you may do so by the owner of the content in a separate agreement.
- HK reserves the right (but is not obligated) to review, flag, refuse, or remove any or all content posted to this website.
- You acknowledge that by using this website, you may be exposed to content that you find offensive or objectionable and that, in this respect, you should use this website at your own risk.
- You agree that you are responsible for any content that you upload or post to this website and that the consequences of your actions are yours alone.
- HK acknowledges and agrees that it obtains no right, title, or interest from you under these terms and conditions to any content you upload or post. You agree that you are solely responsible for protecting the rights surrounding your proprietary content and that HK has no obligation to intercede in rights protection on your behalf.
- You retain copyright and any other rights you already hold for your content that you submit, post, or display on this website.
- HK is not responsible for any viruses, Trojan horses, or malicious code that may be transmitted through user-submitted content. Download content provided by other website users at your own risk.
- HK reserves the right to terminate your subscription, remove your content, and remove your access to the web-based software and mobile application if you do not renew your account within the renewal period or if you are at any time found to be in violation of these terms and conditions.

### **Links to Other Websites and Content**

This website includes numerous hyperlinks, including some to other websites and content. HK has no control over other websites and content. HK is not responsible for the content or availability of such websites and content and does not endorse any content or information found on these websites. HK is not responsible for any loss or damage that may occur by you as a result of visiting these external websites and content.

### **Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that a user on this site has infringed on your copyright pursuant to the Digital Millennium Copyright Act of 1998, please [contact us](#).

### **Termination of Agreement**

The terms and conditions of this website will apply until terminated by either you or HK as outlined here:

- HK may at any time terminate this legal agreement with you if you have breached any provision of the terms and conditions of this website, if HK is required to do so by law, or if HK suspends the delivery of services on this website.
- You may stop using our services at any time and have no requirement to notify HK of your decision. If you wish to have your account removed, please [contact us](#).

## **Terms for Human Kinetics Europe Limited**

### **Conditions**

All orders are accepted by Human Kinetics Europe Limited (HKE) subject to and in accordance with the following conditions of sale, which override and exclude any other terms stipulated or incorporated or referred to by the customer during any negotiations or in any course of dealing between HKE and the customer. No variation to these conditions of sale is permitted unless expressly authorized in writing by a director of the company.

All products and content in HKE marketing materials and on the HKE website are invitations to treat only and are not offers. An order placed by a customer using such advertised information is considered as an offer to purchase goods from HKE. No contract will exist between the customer and HKE for the sale of products by HKE to the customer until the order has been dispatched. To the full extent permitted by law, HKE provides marketing materials, this website, and its contents on an as-is basis and makes no representations or warranties of any kind with respect to the information herein or its products and contents described. HKE disclaims all such representations and warranties, including warranties of merchantability and fitness for a particular purpose.

## **Prices**

Prices for goods on sale on the HKE website are specified in U.S. dollars, Canadian dollars, New Zealand dollars, Australian dollars, Euros, and British sterling. All prices quoted in £ sterling and the Euro are reviewed annually and amended. UK and European customers are requested to choose their country on ordering and to choose their ordering region: UK or Europe. Appropriate pricing and postage for that region will be automatically calculated. Should a customer choose a region that is not compatible to their country of delivery, HKE reserves the right to amend these details and adjust the pricing to reflect appropriate charges advertised on this website.

HKE reserves the right to change prices without notice at any time. Prices charged will be those prevailing when an order is dispatched. If the price increases from that advertised on the HK website or in marketing materials, HKE will take reasonable endeavours to contact the customer to verify that the goods are still wanted.

## **VAT**

VAT is specified where appropriate to the goods. Customers will be charged VAT unless they quote a VAT number on ordering or have a status that avoids VAT. Customers need to alert HKE of such a status at the time of ordering. HKE is VAT Registered No. 500 5423 04.

## **Payment**

Prepayment is due in all cases for consumer orders. Credit orders cannot be processed on this website. For credit orders, customers should contact the customer services manager directly by telephone at +44 (01) 113 255 5665 or via e-mail at [hk@hkeurope.com](mailto:hk@hkeurope.com) to ensure correct terms and discount, where applicable, are applied.

## **Credit Payments**

All goods supplied on a credit basis shall remain the sole and absolute property of HKE as the legal and equitable owner until such time as the customer pays HKE the agreed price on the invoice raised in relation to these goods. The customer's right to possession of the goods shall cease if he, not being a company, fails to comply with a statutory demand or if he, being a company, does anything or fails to do anything that would entitle a receiver to take possession of any assets or would entitle any person to present a petition for winding up. HKE may for the purpose of recovery of its goods enter upon any premises where the goods are stored or where they are reasonably thought to be stored and may repossess the same. It will be assumed that where the buyer purchases similar goods from the company on a regular basis that a stock rotation system has operated, and goods still held relate to invoices still outstanding for which full payment has not been made.

When the customer does not complete payment within the agreed credit period, the customer shall pay interest at the rate of 1% per month or part of a month on the outstanding balance until payment is received in full.

## **Orders**

HKE reserves the right to decline to trade with any company or person. Official orders from local authorities, schools, universities, hospitals, and other institutions will be accepted only via the fax or post. Please do not send faxed copies of official orders in addition to actual orders through the post because this risks duplication of the order.

## **Delivery**

Orders will be dispatched to the customer within 7 to 10 days if stock is available. For more urgent deliveries, an additional charge may be added, depending on the destination. Please contact HKE for further details. Delivery will be made to the address specified by the customer. HKE may use any method of delivery available to it. HKE will use reasonable endeavours to meet delivery estimates, but in no circumstances shall it be liable for compensating the customer for nondelivery or late delivery. HKE reserves the right to deliver by installments should any products be out of stock, although the customer will be informed in such an event. The customer will also be informed should any HKE products be out of stock, and the customer has the right to cancel the order at any time.

The customer must inspect the goods as soon as is reasonably practical after delivery, and HKE shall not be liable for any defect in the goods unless written notice is given to the company within thirty (30) days of delivery. Written notice should be made within the 30-day period to Fulfillment Manager, HKE, 107, Bradford Road, Stanningley, Leeds, LS28 6AT, United Kingdom. Notification should include account number and order number. The quantity of any consignment of goods as recorded by HKE upon dispatch from HK's place of business shall be conclusive evidence of the quantity received by the customer on delivery, unless the customer can provide conclusive evidence to the contrary. HKE will not be liable for any nondelivery of goods unless written notice is given to HKE within ten (10) days of the date when goods should have been delivered in the ordinary course of events. Any liability of HKE for

nondelivery or defective goods shall be limited to replacing the goods within a reasonable time or to refund any monies already paid in respect of the goods.

### **Returns**

Goods may be returned within thirty (30) days of delivery for a full refund. To cancel an order, the customer must notify HK in writing within the 30-day period and return the goods to Returns Manager, HKE, 107, Bradford Road, Stanningley, Leeds, LS28 6AT, United Kingdom. Account number and order number need to be included in the return. HKE will refund to the customer the invoice value of the goods. The customer shall be liable for the postage costs to return the goods to HK (goods should be returned with proof of posting). The customer must take reasonable care of the goods and return them in their original packaging. This paragraph shall not apply to software, videos, or audiotapes that have been unsealed by the customer unless there is an inherent problem with the product. Unwanted but opened products without a fault will not warrant a refund.

### **Description**

All specifications, drawings, and particulars of dimensions or other details contained in HKE marketing materials are intended to give a general idea of the goods, but they will not form part of the contract. HKE shall take all reasonable steps to ensure the accuracy of technical details relating to goods, but accepts no liability in contract or tort or under statute or otherwise for any error or omission in such technical detail whether caused by HKE's negligence or otherwise. HKE may make changes to the goods as part of a continuous programme of improvement.

### **Performance and Fitness for Purpose**

Unless any performance figures, tolerances, or characteristics have been specifically and expressly warranted by a director of HKE in writing, HKE accepts no liability for any failure of the goods to obtain such figures, whether attributable to HKE's negligence or otherwise. The responsibility for ensuring that goods are sufficient and suitable for a particular purpose is the customer's unless specifically stated in writing by a director of HKE. Any advice or recommendation given by an employee of HKE that is not confirmed in writing by a director of HKE is acted on entirely at the customer's risk, and HKE shall not be liable for any such advice or recommendation that is not so confirmed.

### **Guarantee**

Any defects that, under proper use, appear in the goods within a period of 12 months (unless otherwise stated by HKE) and are due to faulty materials, workmanship, or design will be made good by HKE either by repair or, at HKE's option, replacement (which is HKE's sole obligation and the customer's sole remedy under this provision). HKE's guarantee is accepted by the customer in substitution for all express or implied representations, conditions, or warranties, statutory or otherwise, regarding the satisfactory quality, fitness for purpose, or performance of the goods (or any materials used in connection therewith) or the standard of workmanship of any services provided. All such representations, conditions, and warranties are excluded. Notwithstanding the foregoing, nothing contained herein shall affect the implied undertakings contained in Section 12 of the Sale of Goods Act 1979 or statutory rights of a customer who deals as a consumer as defined in the Unfair Contract Terms Act 1997. HKE shall not be liable for defective goods if the defect arises because the customer alters or repairs such goods without the written consent of HKE or because the customer did not follow the manufacturer's instructions for storage, usage, installation, use, or maintenance of the goods. Any goods replaced or repaired under this paragraph will be guaranteed on these terms for any unexpired portion of the guarantee given on the original goods.

### **Liability**

HKE shall not be liable for any damage, loss, or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to the negligence of HKE, its employees, agents, or subcontractors. These conditions of sale set out the entire liability of HKE to the customer in respect of the goods and shall be in lieu and to the exclusion of all other warranties, conditions, and other terms implied by statute or common law save for any implied terms that by law cannot be excluded. Nothing in these conditions of sale excludes or limits the liability of HKE for death or personal injury caused by HKE's negligence or fraudulent misrepresentation. HKE's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise shall be limited to repairing, replacing, or at HKE's option refunding monies already paid in respect of the goods. HKE shall not be liable to the customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill, or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (whether caused by the negligence of HKE, its employees, agents, or subcontractors) that arise out of or in connection with any contract.

## **Personal Data**

The term "personal data" means data relating to any customer, enquirer, or representative of a customer who is (in any case) a living person. Personal data are any data from which (whether alone or in combination with other information held by HKE) HKE can identify that customer or representative, regardless of how and when those data are provided. By accepting these terms and conditions, the customer or representative hereby agrees that HKE may process personal data for the following purposes from time to time:

- HKE deciding whether to enter into any contract or agreement with that customer. This may include credit reference searches on a customer or the principal representatives of a customer.
- Direct marketing of HKE's products and services, and that of carefully selected third parties whose products and services HKE believes may be of interest to the customer. The customer is given the opportunity to expressly opt out of this purpose, on ordering, on all future marketing activity and at any time in the future by contacting Marketing Department, HKE, 107 Bradford Road, Stanningley, Leeds, LS28 6AT.
- E-mail marketing of HKE's products and services, and that of carefully selected third parties whose products and services HKE believes may be of interest to the customer. As of 31 October 2003, this activity will be undertaken only where the customer has expressly opted in. All subsequent e-mail marketing from HKE will give the customer the opportunity to opt out of this method of communication.
- Crime prevention or detection.

The processing of personal data may also involve the following:

- The disclosure of that personal data to HKE's agents, advisers, and representatives.
- The disclosure of that personal data to carefully selected third parties whose products and services that HK believes may be of interest to that customer or representative, subject to the customer's individual opt-in and opt-out preferences;
- By agreeing to these terms and conditions, you agree that we may also disclose information about you to HKE's parent company, Human Kinetics Inc, of Illinois, USA (HK). Although HK does not have the same laws to protect your information, HK's purposes may involve only retention of the data, limited specific marketing, and the fulfillment of journal subscriptions. Please be assured that HK and HKE take your data protection very seriously.

HKE assumes that it may use personal data for all these purposes unless and until notified to the contrary, except in the case of e-mail marketing, where from 31 October 2003 this will occur only where the customer has expressly opted in.

If at any time you would like any further information on HKE's data protection policy, or would like to amend the purposes for which HKE uses your personal data, please contact Marketing Department by telephone at +44 (0)113 255 5665 or in writing at 107 Bradford Road, Stanningley, Leeds, LS28 6AT.

## **Intellectual Property Rights**

You may not reproduce, modify, copy, or distribute or use for commercial purposes any of the materials or content on the Senior Fitness Test website without written permission from HKE. This condition also applies to marketing copy, catalogues, and other promotional devices.

## **Export**

The customer is responsible at his or her own expense for obtaining any licence and complying with any export regulations in force within the United Kingdom and in the country for which the goods are destined. HKE reserves the right not to supply certain customers or countries. In these circumstances, HKE will direct the customer to its parent company, fellow subsidiaries, or distributors who will be able to help the customer.

## **Euro**

In the event that the UK changes to a single unified European currency (known as the Euro or otherwise), or agrees to the fixing of conversion rates between European Union member states, it will not have the effect of altering any term or discharging or excusing performance under a contract.

## **Customized Services**

Any customized services such as programming will be provided to the customer subject to these conditions of sale and any additional terms set out on an order form, quotation, and/or specification sheet issued by HKE in respect to

the particular service. HKE accepts no liability whatsoever whether in contract, tort, or otherwise and whether or not resulting from HKE's negligence or that of its employees, agents, or subcontractors in respect to defective programming, certifications, reports, or analysis; or for any damage or loss resulting therein or from the failure to give advice or information; or for giving incorrect advice or information in connection with the provision of such services. In no event shall any breach of contract or negligence or failure of any kind on the part of HKE or its employees, subcontractors, or agents be accepted as liability for any direct loss or damage or loss of revenue or loss of profits or any other consequential loss or damage arising from any cause whatsoever.

#### **Force Majeure**

HKE shall not be liable to the customer in any manner or be deemed to be in breach of these conditions of sale because of any delay in performing or any failure to perform any of HKE's obligations under these conditions of sale if the delay or failure was due to any cause beyond HKE's reasonable control (which shall include, but not be limited to, government actions, war, fire, terrorism, explosion, flood, import or export regulations or embargoes, labour disputes, inability to obtain supplies of goods or labour, or a delay in obtaining supplies of goods or labour). HKE may, at its option, delay the performance of or cancel the whole or any part of a contract.

#### **Legal Construction**

All contracts shall be governed by and interpreted in accordance with English law, and the customer submits to the jurisdiction of the English Courts, but HKE may enforce such contract in any court of competent jurisdiction.

#### **General**

Any provision of these conditions of sale that is held by any competent authority to be invalid, void, voidable, unenforceable, or unreasonable (in whole or in part) shall, to the extent of such invalidity, voidness, voidability, unenforceability, or unreasonableness, be deemed severable, and the other provisions of these conditions of sale and the remainder of such provision shall not be affected.

Failure by HKE to enforce or partially enforce any provision of these conditions of sale will not be constrained as a waiver of any rights under these conditions of sale. HKE reserves the right to modify these terms at any time without prior notice. Any modification of these terms will be deemed effective from the date and time of posting on HKE's website or published in HKE's marketing and publicity materials.