

Online Terms & Conditions of Use For Subjects of Assessment in Gyms

1. Introduction

Welcome to TheScreeningLab!

The following Online Terms & Conditions of Use explain in simple words what our system does, what “subjects of assessments” (you) can expect from us, and what we expect from you.

If you agree to what you read below, you should click "Yes" at the end of these Online Terms & Conditions of Use to acknowledge your consent and agreement. This will be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking “Yes” will you be able to access and use the Services available on this TheScreeningLab (TSL).

2. T&Cs

2.1. Why does TheScreeningLab collect your personal information?

Your organisation is using TheScreeningLab software to assess different aspects of your fitness.

TheScreeningLab uses your personal information in the algorithms that calculate age/gender specific benchmarks for the tests used for your assessments – or screenings - and to provide the related injury prevention and rehabilitation supports your organisation has subscribed for.

2.2. What personal information does TSL collect?

You or your organisation will upload on TheScreeningLab a variety of information about you:

- your **email address (*)** - used as unique identifier for log-in;
- your **name and surname** - optional - your organisation may choose to load an anonymous alias instead;
- your **gender (*)** - used for system calculations; in this case **gender means the data set you want to be compared to**, it is completely your choice and unrelated to your genetic set;
- your **date of birth (*)** - used for system calculations;
- your **dominant side (*)**; left or right handed– for statistical segmentation of results;
- your contact details - not mandatory - e.g. address, phone number;
- cultural background and preferred sports - not mandatory – for possible future statistical segmentation of results;

(*) = Mandatory field

In addition your organisation will store on TSL the results of your physical tests and questionnaires

2.3. How does TSL use your information?



The TheScreeningLab uses information collected to make calculations that allow producing personalised reports, graphs and programs including:

- your results reports to show your areas of strength and the areas that need attention;
- your tracking graph to understand how your level of fitness changes at different assessments;
- your personalized injury prevention and rehabilitation exercise programs to make all the areas of your body fit and strong.

2.4. What access do you have to your personal information?

This depends on your organisation: some organisations allow access to subjects only on a restricted basis and if so, you will need to request assistance from within your organisation.

Most organisations set up TSL to allow subjects unrestricted access the information stored about themselves and if this is your case you can log-in using your email address and secret password at the page <http://app.thescreeninglab.com/user/login>

- Clicking on “My Profile” you can view and edit your personal details stored on the system
- Your dashboard gives you full access to all the results of your assessments including:
 - o the reports of assessments already completed;
 - o the categorized tracking graph of the completed assessment results;
 - o the list of pending assessment scheduled for you;
- Should you experience difficulties in accessing your information, you have the right to require access to your records by making a written request through the proper channels of your organisation.

2.5. Is your information private and secure?

Yes! TSL considers sensitive and private any aspect of the information collected regarding you, including the results of your screenings or questionnaires and the preventative exercise programs produced for you. Your personal information is available only to:

- you (or your parents if you are underage);
- the relevant managers and officers your organisation has granted access to
- the professionals – coaches, teachers, physiotherapists, personal trainers, etc. – engaged by your organisation to execute assessments, upload data and evaluate or interpret the results and reports

Your personal information will not be disclosed outside your organisation unless written permission is given by your organisation or you.

Third party service providers, such as IT and software service providers, providers of research services, our professional advisers such as security consultants and auditors, may have limited or full access to the system’s database for scheduled maintenance and repairs, quality assurance testing, programmed audits purposes.

TSL reserves the right to use all collected and de-identified data for future statistical analysis. All such data will be **completely de-identified so that it will be impossible to re-connect it to you or your organisation.**

2.6. Intellectual Property of TSL



You acknowledge and agree that the Licensed Software available through the use of <http://app.thescreeninglab.com> and any associated or derived website, web service, online application (“app”), its reports and any of the materials and information made available to you contain copyrighted material, trade secrets, and other proprietary information (IP) of TheScreeningLab Pty Ltd (ACN 162 439 956) trading as “TheScreeningLab” and this IP is protected by copyright laws, international copyright treaties.

You agree not to copy, reverse-engineer, decompile, unlock, disassemble, or otherwise translate the object code versions of any of the components or elements of TSL system - including but not limited to combination of tests, normative values, algorithms, user interface, reports, injury prevention exercise programs – that you have access to for the provision of the TSL services

2.7. Your Consent

You do not have to use our services. However, if you do not provide personal information to TheScreeningLab that is designated as mandatory, we will be unable to provide you with that service.

After having read the whole document, if you agree with these Online T&Cs and consent to the collection and use of your personal information as detailed herein, please click the "Yes" button below.

YES!

To give consent in paper form please print your name
followed by your signature

Name: _____

Signature: _____

If you do not agree, please click the “No” button and / or log off the TheScreeningLab.

END OF THE DOCUMENT