



ISA Passport Terms & Conditions

ISA Passport Platform Terms & Conditions of Use & Data Protection & Privacy Policy

Please read these Terms carefully. Your continued use of the ISA Training Schemes and the ISA Passport Application and evaluation platform confirms your acceptance of these Terms.

The Irish Sailing Association ("ISA") is the exclusive licensee of the Checklick Application and Evaluation Platform for use by water sports bodies in Ireland. The ISA also owns the

1. Small Boat Sailing Scheme ("ISA SBSS")
2. Powerboat Scheme ("ISA NPBS")
3. Windsurfing Scheme ("ISA WSS")
4. Race Officials Scheme ("ISA ROS")

and all their details, evaluation steps, contents and intellectual property associated therewith. Neither the Checklick Platform nor the ISA Schemes may be used by any person or organisation without the express written approval of the ISA.

The terms and conditions governing the use and continued use of the Checklick platform by any user are as follows:

- a. The ISA is the sole and exclusive licensee for Ireland of the Checklick ISA Passport and Athlete Evaluation platform. Any use by a third party of the Checklick platform in Ireland is subject to the agreement of the ISA and to the payment of any fee determined by the ISA for such use.
- b. Checklick can only be used by ISA recognised Training Centres, their students and ISA qualified instructors, where such Training Centres are in full compliance with their obligations to the ISA, including in respect of any fees payable for the use of the ISA Passport Platform (see below).
- c. Data acquired through the use of the ISA Passport Platform must comply in full with applicable Data Protection legislation in Ireland, with the ISA Data Privacy & Protection Policy, and with the Data Privacy & Protection policies of Checklick.
- d. Data acquired through the use of Checklick can only be used in the manner for which it is intended, i.e. to manage and administer the evaluation and training of users (students) undertaking any of the ISA Training programmes available on Checklick.
- e. The individual Checklick record of a user will be kept private (by the ISA, Training Centres, and Instructors) and available only for their use in connection with their duties and solely for the management and continued evaluation of that user under an ISA Training programme to which they have subscribed, and used solely for that purpose.



ISA Passport Terms & Conditions

- f. The use of and content posted on the ISA Checkclick App must be used solely and exclusively for the purpose for which the App has been established, i.e. the recording and progress of sailors through the steps and skills required in the ISA Schemes and to record the details of their individual experience and skills in a record private to the individual student, and not for any other purpose. The posting of any materials or content, or the alteration of any materials or content, or the distribution of or use of the individual sailor's information or use of the app for any other purpose is strictly prohibited.
- g. Data collected through Checkclick remains the property of the user (student) who can, at any time, and on request, ask that their data be removed from the Checkclick platform. In such circumstances and subject to the ISA data retention requirements, access to such user's records will be removed immediately from the system.
- h. The use of Checkclick data for any commercial or other purpose by any party, ISA, Training Centre, Instructor and/or Student is strictly prohibited.
- i. The posting of any information/data/content not solely and exclusively related to the ISA Training Programme on a user's Checkclick record by a third party is strictly prohibited.
- j. The recording of any information on an individual's record (including the recording of their having achieved a given skill) which is incorrect or not in accordance with the standards required to achieve such skill (and made by any party who does not have the authority to assess and grade such skill) shall be null and void and the individual record may be amended by the ISA, in consultation with the Training Centre, and if thought fit the recording of any skill not acquired and/or not approved by a person entitled to do so will be deleted.
- k. The ISA reserves the right to change, update or amend these terms and conditions, and any use of the Checkclick platform constitutes your express agreement to such revised terms and conditions.
- l. While the ISA will do what it can, reasonably, to monitor the use and data on the Checkclick platform, it is the responsibility of each Training Centre to manage both the data and all those who have access to the data applicable to their students and Training programmes. The ISA accepts no responsibility for the improper or illegal use of the Checkclick platform or Data by a Training Centre, Instructor or Student. It is a matter for the Training Centre to ensure that individual students records are kept confidential to the student, and that their students records are not altered or falsified by any party
- m. Responsibility for the use of the ISA Schemes, for the qualifications and capabilities of ISA Instructors used by a Training Centre, and for the management and operation of an ISA Training Centre is the sole and exclusive responsibility of the Training Centre Principal and Owner. The ISA accepts no such responsibility.
- n. The ISA reserves the right to remove the privileges of any party to use the Checkclick platform and data, whether Training Centre, Instructor or Student for any violation of the terms and conditions of use. Such user will have the right to appeal as described in the terms of accreditation for ISA Training Centres. While such appeal is ongoing, the user will not have access to Checkclick, and no refunds shall be available in respect of fees prepaid.



ISA Passport Terms & Conditions

Fees payable by users of the ISA Passport Platform

1. The fee payable (for the 2017 Season) is €3 per user, per scheme, per year, per Training Centre. This fee is subject to review annually.
2. This covers the use of the ISA Passport Platform and the printing of any Certificates, which can be printed directly from the ISA Passport Platform.

ISA Data Protection Policy

The ISA's policy is a commitment to protect the rights and privacy of individuals in accordance with the Data Protection Acts.

Collecting Data

The ISA collects data to:

- Maintain our membership and stakeholder databases
 - Manage, monitor, service and report on its training schemes
 - Perform accounting and other record-keeping functions
 - Report on its activities with stakeholders, the public and Government agencies
 - Provide membership and staff services
 - Verify member's identity
-
1. Data will be accurate and complete and, where necessary, kept up to date.
 2. Data will be adequate, relevant and not excessive in relation to the purposes for which it was obtained.
 3. All acquisition methods (Clicklock etc.) will explain intended purposes.
 4. Data collected is owned by the party who supplies this data, and will be deleted upon request, subject to data retention requirements below.



ISA Passport Terms & Conditions

Use and Disclosure of Information

1. Data will be kept only for clear and legal purposes.
2. Data will be processed fairly and in keeping with the purposes for which it was obtained.
3. Data will not be used, disclosed or processed in any manner incompatible with the purposes for which it was obtained.
4. Data will only be shared with third parties who are our agents or servants acting on our directions and in accordance with this policy. Save as required by law no disclosure of Data will be made to third parties for those third parties' own purposes or use.
5. Under no circumstances will lists of member data/information be disclosed to a third party for that third party's exploitation or use. Data may be legitimately given to the ISA's servants or agents for legitimate purposes as described above.

Retention

1. Data will be kept as long as is necessary for the primary purpose for which it was obtained. In the case of lapsed members, a facility is provided to unsubscribe from future communications.
2. Data will be retained for any period required by law.

Thank you

Harry Hermon

ISA CEO

Irish Sailing Association

www.sailing.ie