

Succession

Terms & Conditions

Eminent Sports Group Terms of Service

Welcome to Eminent Sports Group (ESG), the owner of the "Succession by 59club" site. Please read these Terms of Service ("TOS") and Code of Conduct prior to registering for an account on Succession or using any portion of the Succession website or mobile applications (collectively, the "Succession Site," including accessing any course material, discussion forums, or other electronic services. These TOS and the Code of Conduct that follows are agreements (the "Agreements") between you, Eminent Sports Group and 59club global and 59club UK, the managers ("Managers") of the Succession site.

By using the Succession Site, you accept and agree to be legally bound by the Agreements, whether or not you are a registered user. Please also read the [Privacy Policy](#). The Privacy Policy describes how your personal data is collected and processed when you use the Succession Site. If you do not understand or do not wish to be bound by the terms of the Agreements or Privacy Policy, you should not use this Site.

Succession reserves the right to modify these TOS at any time without advance notice. Any changes to these TOS will be effective immediately upon posting on this page, with an updated effective date. By accessing the Succession Site after any changes have been made, you signify your agreement on a prospective basis to the modified TOS and all the changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these TOS.

Any version of these TOS in a language other than English is provided for convenience and you understand and agree that the English language version will control if there is any conflict.

The Terms of Service Are Ordered as Follows:

- Rules for Online Conduct
- Strictly Prohibited Items
- User Accounts
- Your Right to Use Content on Succession
- User Postings
- Certificates and Other Products & Services
- Trademarks
- Disclaimers of Warranty / Limitations of Liabilities
- Indemnification
- Additional Terms

Rules of Online Conduct

You agree that you are responsible for your own use of the Succession Site and for your User Postings. "User Postings" means all content submitted, posted, published, or distributed on the Succession Site by you or other users, including but not limited to all forum posts, questions, comments, videos, and file uploads. You agree that you will use the Succession Site in compliance with these Agreements, and all applicable local, state, national and international laws, rules and regulations, including copyright laws, any laws regarding the transmission of technical data exported from your country of residence.

As a condition of your use of the Succession Site, you will not use the Succession Site in any manner intended to damage, disable, overburden, or impair any "management" server or the network(s) connected to any "management" server or to interfere with any other party's use and enjoyment of the Succession Site. You may not attempt to gain unauthorised access to the Succession Site, other accounts, computer systems, or networks connected to any "management" server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information stored on the Succession Site, its servers, or associated computers through any means not intentionally made available to you. If you are a registered user, you will not share your password or let anyone else access or compromise your account.

Furthermore, you agree not to scrape, or otherwise download in bulk, any Succession Site content, including but not limited to a list or directory of users on the system, user postings or user information, online textbooks, course materials, or trademarks and logos. You agree not to misrepresent or attempt to misrepresent your identity while using the Succession Site (although you are welcome to use an anonymous username in the forums and to act in a manner that keeps your identity concealed).

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Strictly Prohibited Items

The following items are strictly prohibited on the Succession Site:

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit them;
- Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
- Profane, pornographic, obscene, indecent or unlawful content;
- Advertising or any form of commercial solicitation;
- Content related to partisan political activities;
- Viruses, trojan horses, worms, time bombs, corrupted files, malware, spyware, or any other similar software that may damage the operation of another's computer or property; and
- Content that contains intentionally inaccurate information or that is posted with the intent of misleading others (this list, collectively, "Strictly Prohibited Items").

You may not submit, post, publish, share, or otherwise distribute any of the above Strictly Prohibited Items on or via the Succession Site

User Accounts

To create a user account, you must provide your full name, an email address, a public username, and a user password. You agree that you will never divulge or share access or access information for your user account with any third party for any reason. In setting up your user account, you may be prompted to enter additional optional information (e.g., your date of birth or other interests). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current.

We care about the confidentiality and security of your personal information. Please see the Privacy Policy for more information about the collection and use of data on the Succession Site.

Your Right to Use Content on The Succession Site

Unless indicated as being in the public domain, the content on the Succession Site is protected by United Kingdom and foreign copyright laws. Unless otherwise expressly stated, the texts, assessments, video, images, and other instructional materials provided with the courses offered on the Succession Site are for your personal use.

Certain reference documents, articles, and other information are used with the permission of third parties and use of that information is subject to permission therefore by using the Succession Site, you agree to abide by all such rules and conditions.

You agree to retain all copyright and other notices on any content you obtain from the Succession Site. All rights in the Succession Site and its content, if not expressly granted, are reserved.

User Postings

User Postings Representations and Warranties.

By submitting or distributing your User Postings, you affirm, represent, and warrant (1) that you have the necessary rights, licenses, consents, and/or permissions to publish the User Postings and to authorise Succession and its users to reproduce, modify, publish, and otherwise use and distribute your User Postings in a manner consistent with the licenses granted by you below, and (2) that neither your submission of your User Postings nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not "management", are solely responsible for your User Postings and the consequences of posting or publishing them.

License Grant to Succession.

By submitting or distributing your User Postings, you hereby grant to Succession a worldwide, non-exclusive, transferable, assignable, sub licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, redistribute, relicense, and otherwise use, make available, and exploit your User Postings, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed).

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User Postings (continued)

License Grant to Succession Users.

By submitting or distributing your User Postings, you hereby grant to each user of the Succession Site a non-exclusive license to access and use your User Postings in connection with their use of the Succession Site for their own personal purposes.

Certifications, Membership and Other Products and Services

Generally

From time to time, Succession and its Partners who are providing courses and programs on the Succession Site (collectively, the "Partners") may offer services and products for a fee (for example, events, courses and program certificates). For anything that you choose to purchase on the Succession Site, you agree to pay all applicable fees when due. As described in the Privacy Policy, the processing of your payment information is done by a third-party payment supplier, and you will be routed to a secure payment flow controlled by that supplier to complete the payment transaction. Once your payment transaction is completed, a Succession confirmation page will be displayed, and you will receive a confirmation email with your order number and the payment amount. Please retain this email for your records as this information will be required if you seek a refund from Succession, as described below.

Annual Membership / Fees

Succession membership is annual and the fee, once taken by "management" is non-refundable and is not linked to any measure of usage or event attendance, be it live or online. However, where an annual **renewal fee** has been charged, automatically we permit a 14-day period where a refund may be requested on the condition that the site has not been accessed and therefore by definition content has been consumed.

Certificates

Succession may offer certificates of achievement for courses. Certificates may be issued by with the name of the underlying Partner whom with the course or program was developed. The decision whether a certificate will be awarded to a given learner will be solely within the discretion of Succession and its Partner. Subject to the foregoing, you may be required to pay a fee for Verified Certificates.

Refunds

Certificates and other purchases on the Succession Site may be eligible for a refund for a period (in each case, the "Refund Period"). The applicable Refund Period for some products and services are described below. To request a refund for a purchase that you made, please email us at support@eminentsportsgroup.com and include your full name and product details in your email request. Refunds will be credited to the credit card used for the purchase and may take up to two billing cycles to process. If the applicable Refund Period for a purchase has passed, but you believe a refund is warranted, please email us at support@eminentsportsgroup.com.