### **TERMS & CONDITIONS: MOVE BEYOND HYPNOTHERAPY**

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"Site" refers to the Company's website, which can be accessed at www.movebeyondhypnotherapy.com.

"Service" refers to the Company's services accessed via the Site, in which users can find information on Move Beyond Hypnotherapy support services.

The terms "we," "us," and "our" refer to the Company. "You" refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located

at www.movebeyondhypnotherapy.com.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms & Conditions of use.

If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.

# **Privacy Policy**

Read our full Privacy Policy & Cookies Policy via the link in the footer of the web page: www.movebeyondhypnotherapy.com

#### **Use Restrictions**

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions: You agree that you will not under any circumstance:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service;
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the
  operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of
  creating publicly available searchable indices but retain the right to revoke this permission at any time on a general
  or specific
  basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to
  impose or to potentially impose an unreasonable or disproportionately large load on our servers or network
  infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

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When you create your own personalised account, you may be able to provide comments and messages ("User Content") to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service.



You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows:

You are solely responsible for your account and the activity that occurs while signed in to or while using your account;

You will not post information that is malicious, libellous, false or inaccurate; You will not post any information that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable and offensive;

You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "License Grant" and "Intellectual Property" provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Service and under these Terms of Use;

You will not submit content that is copyrighted or subject to Third Party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions and terminate your account with or without prior notice.

You understand and agree that any liability, loss, or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service or with other Users.

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Emails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the

rights, harm, or threaten the safety of users or others. Unauthorised use may result in criminal and/or civil prosecution under law.

If you become aware of a misuse of our Service or violation of these Terms & Conditions of Use, please contact us at <a href="mailto:c.stratta@coachingwithrespect.com">c.stratta@coachingwithrespect.com</a>

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You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

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(a) Termination of Repeat Infringer Accounts. We respect the intellectual property rights of others and require that the users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected Third-Party content without necessary rights and permissions.

(b) If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification by sending the following information in writing to our designated copyright agent at 1 Howards Lane, Holybourne, Alton, Hampshire, GU34 4HH:

- 1. The date of your notification;
- 2. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- 5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
- 6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- 7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed

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For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address to send you other messages, including information about the Site or the Service and special offers.

You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to <u>Catherine@movebeyondbipolar.com</u>.

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

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### **MODIFICATION OF TERMS OF USE**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavour to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current.

Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

### **GENERAL TERMS**

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH <u>OUR PRIVACY POLICY</u> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.