# **TERMS OF USE**

Effective Date: 24 January 2024

## 1. INTRODUCTION

Welcome to NeuroThrive People Solutions & Coaching's Terms of Use agreement.

For the purposes of this agreement, "Site" refers to the Company's websites, which can be accessed at https://neurothrivepeoplesolutions.co.uk or https://neurothrivecoaching.co.uk.

"Service" refers to the Company's services accessed via the Site, in which users can access HR Consultancy, Neurodiversity workplace support or Neurodiversity Coaching.

The terms "we", "us" and "our" refer to the Company.

"You" refers to you, as a user of our Site or our Service.

## 2. ACCEPTANCE OF TERMS

By accessing, browsing, or using the Site, you confirm that you understand, agree to, and are bound by these Terms of Use. If you do not agree to these Terms, you must stop using the Site immediately.

Please refer to the Company's Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy.

## 3. USER RESTRICTIONS

Your use of the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstance:

- 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);
- 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 Site, or use any software, technology, or device to scrape, spider, or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Site or features that prevent or restrict use or copying of content, or enforce limitations on use of the Site or its contents; or

• publish or link malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

We reserve the right to restrict or terminate your access to the Site at our discretion if we believe you have violated these Terms.

## 4. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site and Services, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

You may not reproduce, distribute, modify, or create derivative works from any content on the Site without our prior written consent.

## 5. USER-GENERATED CONTENT

If you submit or post content to the Site or via the Service, such as comments or reviews, you grant us a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and distribute your content in connection with the operation of the Site.

You warrant that any content you submit does not infringe the intellectual property rights of any third party, is not defamatory, and complies with applicable laws.

## 6. THIRD-PARTY LINKS

Our Site or Service may contain links to third-party websites or resources. These links are provided for your convenience, and we are not responsible for the content, products, or services offered by these third-party sites. Accessing third-party websites is at your own risk.

## 7. ELECTRONIC COMMUNICATIONS CONSENT

For contractual purposes, you:

- consent to receive communications from us in electronic form via the email address you have submitted;
- 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 our 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: maria@neurothrivepeoplesolutions.co.uk.

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

## 8. DISCLAIMER OF WARRANTIES

The Site and Service is provided on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the accuracy, reliability, or availability of the Site and Service. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

## 9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of the Site, even if we have been advised of the possibility of such damages.

This includes, but is not limited to, damages caused by errors, omissions, interruptions, defects, or delays in operation.

## **10. CHANGES TO THESE TERMS**

We reserve the right to modify these Terms at any time. Any changes will be posted on this page with the updated effective date. It is your responsibility to review these Terms periodically for updates.

#### 11. CONTACT US

If you have any questions regarding these Terms of Use, please contact us at: maria@neurothrivepeoplesolutions.co.uk.