

---

## TERMS OF USE

---

### BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, [www.workingpsychology.co.uk](http://www.workingpsychology.co.uk) and [www.leadershipthreesixty.com](http://www.leadershipthreesixty.com) (“Our Sites”). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Sites. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Sites immediately. These Terms of Use do not apply to the sale of Paid Content.

### 1. Definitions and Interpretation

1.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means an account required for a User to access and/or use certain areas of Our Sites, as detailed in Clause 4;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Sites;
“Paid Content”	means digital content made available for sale via Our Sites;
“User”	means a user of Our Sites;
“User Content”	means any content submitted to Our Sites by Users including, but not limited to, feedback ratings and commentary; and
“We/Us/Our”	means Working Psychology Ltd, a company registered in England (4406454), whose registered address is 1 Walcot Gate, Walcot Street, Bath, BA1 5UG.

### 2. Information About Us

2.1 Our Sites, [www.workingpsychology.co.uk](http://www.workingpsychology.co.uk) and [www.mydevelopmenttracker.com](http://www.mydevelopmenttracker.com), are **fully** operated by Working Psychology Ltd, a company registered in England (4406454), whose registered address is 1 Walcot Gate, Walcot Street, Bath, BA1 5UG. Our VAT number is 800 061104.

### 3. Access to Our Site

3.1 Access to Our Sites is via tokens.

3.2 It is your responsibility to make any and all arrangements necessary in order

to access Our Sites.

- 3.3 Access to Our Sites is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Sites (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Sites (or any part of it) is unavailable at any time and for any period.

#### 4. **Accounts**

- 4.1 Certain parts of Our Sites (including the ability to purchase Paid Content from Us) may require an Account in order to access them.
- 4.2 You may not create an Account if you are under 18 years of age.
- 4.3 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.4 We require that you choose a strong password for your Account. Details of what is required is provided on the sites. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at [conall@workingpsychology.co.uk](mailto:conall@workingpsychology.co.uk). We will not be liable for any unauthorised use of your Account.
- 4.5 You must not use anyone else’s Account without the express permission of the User to whom the Account belongs.
- 4.6 Any personal information provided in your Account will be held in accordance with your rights and Our obligations under the law. This data will only be held insofar as it enables us to perform the function you have requested us to perform, namely to provide an online platform for soliciting feedback on your perceived goal progress. We will make no other unauthorised use of your data.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access.
- 4.8 If you close your Account, any details you have provided and any feedback received on Our Site will be **irretrievably** deleted.

#### 5. **Intellectual Property Rights**

- 5.1 With the exception of User Content, all Content included on Our Sites and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 5.2 Subject to sub-Clause[s] 5.3 [and 5.6] you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 5.3 You may:

- 5.3.1 Access, view and use Our Sites in a web browser (including any web browsing capability built into other types of software or app);
- 5.4 Our status as the owner and author of the Content on Our Sites (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.5 You may not re-use any Content printed, saved or downloaded from Our Sites for commercial purposes without first obtaining a licence from Us (or Our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Sites whether by business users or consumers.
- 5.6 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

## 6. **User Content**

- 6.1 User Content on Our Sites includes (but is not necessarily limited to) feedback ratings and review comments.
- 6.2 An Account is required if you wish to submit User Content.
- 6.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent, and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 11.
- 6.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 6.5 If you wish to remove User Content from Our Site, the User Content in question will be **irretrievably** deleted.
- 6.6 We may reject, reclassify, or remove any User Content from Our Sites where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.
- 6.7 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

## 7. **Links to Our Site**

- 7.1 You may link to Our Sites provided that:
  - 7.1.1 you do so in a fair and legal manner;
  - 7.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

7.1.3 you do not use any logos or trade marks displayed on Our Sites without Our express written permission; and

7.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

7.1.5

You may not link to Our Sites from any other site the main content of which contains material that:

- a. is sexually explicit;
- b. is obscene, deliberately offensive, hateful or otherwise inflammatory;
- c. promotes violence;
- d. promotes or assists in any form of unlawful activity;
- e. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
- f. is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- g. is calculated or is otherwise likely to deceive another person;
- h. is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- i. misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
- j. implies any form of affiliation with Us where none exists;
- k. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
- l. is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

## **8. Links to Other Sites**

Links to other sites may be included on Our Sites. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Sites are for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **9 Liability and Disclaimers**

Nothing on Our Sites constitutes advice on which you should rely. It is provided for information purposes only.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Sites will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

We make reasonable efforts to ensure that the Content on Our Sites is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning Paid Content for sale through Our Sites.

To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Sites or the use of or reliance upon any Content (including User Content) included on Our Sites.

If you are a business user, We hereby exclude all implied conditions, warranties, representations or other terms that may apply to Our Sites or Content. We will not be liable for any loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

If you are a consumer user, [please note that Our Sites is intended for business use only, however] if, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Sites damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details on consumer rights, please contact your local Citizens Advice Bureau or Trading Standards Office.

We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Sites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

## **Viruses, Malware and Security**

We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

You are responsible for protecting your hardware, software, data and other

material from viruses, malware, and other internet security risks.

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Sites.

You must not attempt to gain unauthorised access to any part of Our Sites, the server on which Our Sites are stored, or any other server, computer, or database connected to Our Sites.

You must not attack Our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching the provisions of sub-Clauses 10.3 to 10.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Sites will cease immediately in the event of such a breach.

### **Acceptable Usage Policy**

You may only use Our Sites in a manner that is lawful and that complies with the provisions of this Clause 11. Specifically:

- m. you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- n. you must not use Our Sites in any way, or for any purpose, that is unlawful or fraudulent;
- o. you must not use Our Sites to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- p. you must not use Our Sites in any way, or for any purpose, that is intended to harm any person or persons in any way.

When submitting User Content (or communicating in any other way using Our Sites), you must not submit, communicate or otherwise do anything that:

- q. is sexually explicit;
- r. is obscene, deliberately offensive, hateful or otherwise inflammatory;
- s. promotes violence;
- t. promotes or assists in any form of unlawful activity;
- u. discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
- v. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- w. is calculated or is otherwise likely to deceive;

- x. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
- y. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 11.2);
- z. implies any form of affiliation with Us where none exists;
- aa. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- bb. is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

We reserve the right to suspend or terminate your access to Our Sites if you materially breach the provisions of this Clause 11 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:

- cc. suspend, whether temporarily or permanently, your Account and/or your right to access Our Sites;
- dd. remove any User Content submitted by you that violates this Acceptable Usage Policy;
- ee. issue you with a written warning;
- ff. take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- gg. take further legal action against you as appropriate;
- hh. disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- ii. any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

### **Privacy and Cookies**

Use of Our Sites is also governed by Our Cookie and Privacy Policies. These policies are incorporated into these Terms of Use by this reference.

### **Changes to these Terms of Use**

We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of Our Sites after the changes have been implemented. You are therefore advised to check this page from time to time.

In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail

unless it is expressly stated otherwise.

### **Contacting Us**

To contact Us, please email Us at [conall@workingpsychology.co.uk](mailto:conall@workingpsychology.co.uk).

### **Communications from Us**

If We have your contact details (if, for example, you have an Account) We may from contact you by email as it relates to the service you have sought from us. In addition, were there to be any changes to the services provided or to this agreement, we would notify you by email.

We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link.

For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [conal@workingpsychology.co.uk](mailto:conal@workingpsychology.co.uk).

### **Data Protection**

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy which we would be happy to provide to you.

### **Law and Jurisdiction**

These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

If you are a business, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

If you are a consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.





