



## TERMS & CONDITIONS FOR DIGITAL MEDIA

November 2021

AIMYOURTEAM (UXclinician Limited)

### Terms of Use For Online Services

#### 1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply personal development courses which include pre-recorded webinars, worksheets, live workshops, email support and a private online community group (the Services) to you.

1.2 Why you should read them. Please read these terms carefully (especially clause 9 and clause 13) before you submit your order to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. Information about us and how to contact us

2.1 Who we are. We are UXclinician Limited (acting under the name AIMYOURTEAM) a company registered in England and Wales. Our company registration number is 11739483 and our registered office is at:

Unit 4 Silverdown Office Park, Exeter Airport Business Park, Exeter, EX5 2UX.

Our registered VAT number is 324606225.

2.2 How to contact us. You can contact us by writing to us at [support@uxcgroup.com](mailto:support@uxcgroup.com) or here

2.3 How we may contact you. If we have to contact you we will do so by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails. Unless otherwise stated in these terms, "webinar" means a pre-recorded workshop or a live workshop.



### 3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because a course is fully booked, because of unexpected limits on our ability to deliver the Services which we could not reasonably plan for, or because we have identified an error in the price or description of the Services.

3.3 Your order number. We will sometimes assign an order number to your order and tell you what it is when we accept your order. If we assign you such a number, it will help us if you can tell us the order number whenever you contact us about your order.

3.4 Our Services are available worldwide. Our Services are available worldwide. If you are located outside of the UK, it is your responsibility to ensure that the Services comply with the local laws that apply in your country.

3.5 When we will provide the Services. The pre-recorded webinars and worksheets will be made available to you when we accept your order. The live workshops will be provided on the dates specified, subject to change in accordance with clause 4.2.

### 4. Our rights to make changes

4.1 Minor changes to the Services.

We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

4.2 Other Changes to the Services. It may be necessary for us to make changes to the date and time of a live workshop due to the unavailability of the presenter as a result of ill health or other reasons outside of our control. If this occurs we will notify you and rearrange the live workshop to an alternative date and time.

### 5. Your obligations

5.1 You must keep your log in details secure. In order to participate fully in the Services and be able to access the pre-recorded webinars and handouts which form part of the course you must register for a personal account on our website. You must treat your username and password as confidential. You must not disclose them to any third party.



5.2 What we will do if we think you've not complied with these terms. We have the right to disable any username or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

5.3 What you must do if you think someone knows your log in details. If you know or suspect that anyone other than you know your user name or password, you must promptly notify us at [support@uxcgroup.com](mailto:support@uxcgroup.com)

5.4 Your responsibility for your computer equipment. You are responsible for configuring your information technology, computer programmes and software to access our Services. You should use your own virus protection software.

5.5 Personal use only. We only supply the Services for personal private use. You may not use or reproduce the Services (in total or in part) for commercial, business or re-sale purpose without obtaining a prior, written licence from us and paying the appropriate licence fee.

## 6. Your rights to end the contract

6.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For Services bought online you have a legal right to change your mind within 14 days and receive a refund subject to the provisos in clause 6.2. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.2 When you don't have the right to change your mind. You do not have a right to change your mind in respect of the Services, once these have been delivered, even if the cancellation period is still running.

6.3 How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. However, once the Service has been delivered you cannot change your mind, even if the period is still running. If you cancel after we have started to deliver the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

6.4 All payments to us made with a card will incur a 10% refund fee, where refunds are eligible - to recover processing fees.

## 7. How to end the contract with us (including if you have changed your mind)

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:



(a) Email. Email us at [support@uxcgroup.com](mailto:support@uxcgroup.com) Please provide your name, home address, details of the order and email address.

(b) By post. Please write to us at our office address (listed above), including details of what you bought, when you ordered or received it and your name and address.

7.2 How we will refund you. If you cancel in accordance with clause 6.1, we will refund you the price you paid for the Services by the method you used for payment.

7.3 When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days of your telling us you have changed your mind.

## 8. Our rights to end the contract

8.1 We may end the contract if you break it. We may end the contract for the Services at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) we reasonably believe your continuing participation in the Services is likely to be detrimental to the health or wellbeing of our course leaders or other participants;

(c) you break one or more of the promises in clause 9.2.

No refunds shall be given in these circumstances.

8.2 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 14 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

## 9. Ensuring a Safe Space— please read this section carefully

9.1 Your acknowledgements before you start the Services. You acknowledge that:

(a) the Services are not designed or intended to be therapy. The course leader will not be in therapeutic relationship with you and does not owe you a duty of care as a therapist;

(b) the Services may bring up issues or trigger emotional reactions. You are responsible for your own wellbeing and should step away from Services if you're finding it emotionally challenging;

(c) it is your responsibility to obtain professional support for your mental health if you require it; and



(d) you will take all reasonable steps to ensure your safety online including not disclosing sensitive information.

9.2 Your promises to us and the other participants. You promise to:

(a) keep confidential any personal information disclosed by other participants during any course to ensure that the Services are a safe space for everyone involved;

(b) treat the other participants with respect and not say or do anything which may be offensive to other participants;

(c) to abide by the group rules of the private on line community.

9.3 Maintaining a safe space for all participants. We have to ensure that our Services are a safe space for everyone who takes part. In order to do this:

(a) we reserve the right to remove you from a live course and any online digital community we provide if your behaviour is causing distress or upset to other participants;

(b) we reserve the right to cancel your contract under clause 8.1(b) if we reasonably believe your continuing participation in the Services is likely to be detrimental to the health or wellbeing of our course leaders or the other participants.

9.4 Participation in online Communities. You acknowledge that we reserve the right to delete any inappropriate comments from the group, in order to provide and maintain a supportive environment. This includes but is not limited to defamatory or abusive language, sales pitches or spam. In such a case we reserve the right to ban the user from the group. No refund will be payable if you are banned from the group for this reason.

10. Confidentiality and how we may use your personal information

10.1 Our duty of confidentiality to you. All information that you share with us during the Services is confidential. We shall not disclose any information that you provide to us to any third party without your prior consent, except in the case of emergency if we reasonably believe that your mental or physical health requires urgent treatment or we are concerned about the safety of someone else, including a child or vulnerable adult. In these circumstances we may disclose information to your doctor or other health professional.

10.2 How we will use your personal information. We comply with relevant data protection legislation. See our privacy policy for full information on how we use your personal data (link at the bottom of our website, [www.aimyourteam.com](http://www.aimyourteam.com)). We will only share your personal information with the third parties listed in clause 10.1.

11. If you are unhappy with the Services

11.1



How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can contact us by writing to us by email at [support@uxcgroup.com](mailto:support@uxcgroup.com).

11.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

## 12. Price and payment

12.1 Where to find the price for the Services. The price of the Services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of the Service you order.

12.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

12.3 When you must pay and how you must pay. We accept payment with by credit card or debit card and Paypal. You must pay for the Services when you place the order.

## 13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 11.2.

13.3 No responsibility for sites we link to. We are not responsible for the content or any viruses, bug or other harmful code on any website that we link to.



#### 14. How you may use our course materials

14.1 Ownership of the intellectual property rights in the course. We are the owner or the licensee of all intellectual property rights in the Services, and in the materials (including pre-recorded webinars, handouts and worksheets) provided to you as part of the Services (Materials). The Materials are protected by copyright laws and treaties around the world. All such rights are reserved.

14.2 How you may use the Materials. You may print off one copy of the handouts and worksheets for your personal use or for each member of participating team members (for team programmes). You may download the pre-recorded webinars for your personal use.

14.3 You must not modify or copy the Materials. You must not modify the paper or digital copies of any Materials you have printed off or downloaded in any way, and you must not use, copy, modify, distribute or reproduce any part of the Materials (for example, illustrations, photographs, video or audio sequences or any graphics) without our prior written consent.

14.4 You must not share the Materials. You may not share the Materials (or any part of them) on social media or distribute them on any file sharing platform. You must not download images from the pre-recorded webinars which form part of the Materials. You must not develop, support or use software, devices or scripts to scrape the Materials or our website.

14.5 Our rights if you breach this clause 14. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this agreement. Accordingly, we shall be entitled to the remedies of injunctions, specific performance or other equitable relief to protect our intellectual property rights in the event of any threatened or actual breach of these terms by you.

#### 15. Rules about linking to our website and Materials

15.1 Linking to our home page. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

15.2 No endorsement. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

15.3 Only link from websites owned by you. You must not establish a link to our website in any website that is not owned by you.

15.4 No framing. Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

15.5 Right to withdraw. We reserve the right to withdraw linking permission without notice.



## 16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses in these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

## Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To:

UXClinician Ltd, AIMYOURTEAM

Unit 4 Silverdown Office Park

Exeter Airport Business Park

Exeter

EX5 2UX

[support@uxcgroup.com](mailto:support@uxcgroup.com)





I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service or digital content [\*],

Ordered on [\*/delivered on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate