The Melton Therapist: Website Terms of Use

Last Updated: 19/10/2023

# **Acceptance of Terms**

By accessing or using the website (the "Site") of The Melton Therapist a.k.a Lauren Metcalfe (the "Therapist"), you agree to comply with and be bound by the following terms and conditions (the "Terms of Use"). If you do not agree to these Terms of Use, please do not use the Site.

#### Use of the Site

The Site is intended for informational and communication purposes. It is not a substitute for professional mental health advice, diagnosis, or treatment. If you are experiencing a mental health crisis, please seek immediate help from a qualified healthcare provider or contact emergency services.

## **Privacy Policy**

Your use of the Site is also governed by the Therapist's Privacy Policy, which can be found in the footer at <a href="https://www.themeltontherapist.co.uk">www.themeltontherapist.co.uk</a>. By using the Site, you consent to the practices described in the Privacy Policy.

# **Limitation of liability**

Nothing in these terms of use excludes or limits The Therapist's liability for death or personal injury arising from their negligence, or their fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, the Therapist excludes all conditions, warranties, representations or other terms which may apply to this site or any content on it, whether express or implied.

The Therapist will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

The Therapist will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any content on it, or on any website linked to it.

The Therapist assumes no responsibility for the content of websites linked on the site. Such links should not be interpreted as endorsement by the Therapist of those linked websites. The Therapist will not be liable for any loss or damage that may arise from your use of them.

#### Communication

The Site may offer communication tools, such as contact forms or email addresses, to get in touch with the Therapist. You agree to use these communication tools in a respectful and lawful manner.

You also acknowledge that whilst the Therapist endeavours to respond to all enquiries within 48 hours, they may not respond to all inquiries, and responses are not guaranteed.

### **Prohibited Conduct**

You may use the site only for lawful purposes. You may not use the site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the site
- Not to access without authority, interfere with, damage or disrupt:
- any part of the site;
- any equipment or network on which the site is stored;
- any software used in the provision of the site; or
- any equipment or network or software owned or used by any third party.

#### **Viruses**

We do not guarantee that the site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the site. You should use your own virus protection software.

## Linking to the site

You may link to the home page, provided you do so in a way that is fair and legal and does not damage The Therapist's reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on the Therapist's part where none exists.

You must not establish a link to the site in any website that is not owned by you.

The site must not be framed on any other site, nor may you create a link to any part of the site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on the site other than that set out above, please contact <a href="mailto:themeltontherapist@outlook.com">themeltontherapist@outlook.com</a>

# Third party links and resources in the site

Where the site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

#### **Termination**

The Therapist may, at their discretion, terminate or suspend your access to the Site without notice for any reason, including, but not limited to, your breach of these Terms of Use.

## **Changes to Terms of Use**

The Therapist may update these Terms of Use from time to time. Any changes will be posted on the Site, and the date of the last update will be revised. Your continued use of the Site after such changes constitutes acceptance of the revised Terms of Use.

### **Governing Law**

These Terms of Use are governed by and construed in accordance with the laws of the United Kingdom, and you submit to the exclusive jurisdiction of the courts of the United Kingdom for the resolution of any disputes.

#### **Contact Information**

If you have any questions or concerns regarding these Terms of Use, you may contact the Therapist at <a href="mailto:themeltontherapist@outlook.com">themeltontherapist@outlook.com</a>.

By using this Site, you acknowledge that you have read, understood, and agreed to these Terms of Use.