

www.menopauseselfcare.org.uk
WEBSITE TERMS OF USE

Menopause Self Care (MSC) CIC, a community interest company registered in England and Wales under number 07243099, whose registered office is at Lower Ground Floor, 6 Clinton Road, Redruth, Cornwall, TR15 2QE, herein referred to as '**MSC**' or '**We**', set out the following terms and conditions upon which MSC offers a User herein referred to as '**You**' and '**Your**' a licence to use the Site and the MSC Services.

1 DEFINITIONS

1.1 In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

Account: means the secure account(s) created by an MSC Tutor on sign up to the Site which holds personal profile information.

Accredited: the status of certifying that a Client has become an MSC Tutor.

Assessment Criteria: means the assessment criteria to pass the Course and become Accredited.

Client: a person who applies to enrol on a Course.

Course: the relevant course.

Course Entry Requirements: means the pre-conditions for entry on to the Course.

Data Controller: as defined in the Data Protection Act 1998.

Login: the username and unique password You apply to Your Account.

Losses: claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.

MSC Services: the provision of the Site and the services provided via the Site.

MSC Tutor: means the person who fulfils the Course Entry Requirements (where applicable) and who successfully completes the relevant Course itself by passing the Assessment Criteria thereby becoming Accredited.

MSC Tutor Business: the lawful business of an MSC Tutor permitted and licensed by MSC.

MSC Tutor Directory: the online listing of Accredited MSC Tutors.

MSC Tutor Profile: means the Personal Information of an MSC Tutor which is uploaded and posted to the Site via an MSC Tutor Account making up MSC Tutor Directory.

Participant: means a person enrolled on a Course delivered by an MSC Tutor.

Personal Information: as referred to in the Privacy Policy.

Registration Form: the online registration form an MSC Tutor fills in to register an online Account in order to post their MSC Tutor Profile.

Site: www.menopauseselfcare.org.uk.

UGC: means user generated content provided, uploaded, embedded or otherwise displayed and/ or stored on the Site by an MSC Tutor which may include but is not limited to an MSC Tutor Profile that may be viewed on, accessed through or disseminated publicly on the Site for use by MSC, an MSC Tutor or a prospective Participant.

User: either a visitor to the Site or a registered MSC Tutor as the context renders applicable.

VAT means value added tax chargeable under English law for the time being and any similar additional tax.

2 GENERAL

These Website Terms of Use incorporates the Privacy Policy and the Cookie Policy by this reference (collectively called the '**Licence**'). By using any of the MSC Services and the Site, You expressly agree to be bound by this Licence and all applicable laws and regulations governing the Site and the MSC Services. The Licence forms a legally binding agreement between You and MSC in relation to Your use of the Site and/ or the MSC Services and applies to all Users of the Site and the MSC Services who may also be contributors of UGC posted on the Site. We are dedicated to facilitating an online environment via which We can share our knowledge with You and provide You with updated information and resources.

The MSC Services may include, but are not limited to, the provision of an online platform from where the MSC Services and information about the MSC Services can be accessed. To the extent permitted by the functionality of the MSC Services and under the terms of this Licence, UGC can be uploaded and posted by an MSC Tutor by way of their MSC Tutor Profile forming part of the MSC Tutor

Directory on the Site and a User to the Site can view useful information and perform a search for an MSC Tutor as well as view MSC Tutor Profiles.

You should read the Licence carefully and ensure that You understand the effect before proceeding to use the Site and/ or the MSC Services. If You disagree with any part of the Licence, do not use the Site for the purpose of the MSC Services. If You violate the Licence, MSC may terminate Your use of the Site, bar You from future use of the Site and/or take appropriate legal action against You. MSC reserves the right to change the terms of this Licence at any time without notice, effective immediately upon posting on the Site. Please check this page of the Site periodically. You agree that MSC will treat Your use of the Site and/ or the MSC Services as acceptance of the terms of the Licence including Your continued use subsequent to any changes being posted on the Site.

3. LICENCE

3.1 When using the MSC Services, if You publish any UGC via the Site by way of uploading text and images to publicly accessible areas of the Site, You automatically grant:

- (a) to MSC, a worldwide, non-exclusive, royalty-free, perpetual, transferable license (with right to sub-license) to use, record, publish, distribute, prepare derivative works of, display and perform all that UGC, or any part of it, and the Intellectual Property Rights therein, in connection with the provision of the MSC Services, including without limitation the promotion and redistribution of all or part of Your UGC (and derivative works thereof) in any media formats and through any media channels;
- (b) to each User, a worldwide, non-exclusive, royalty-free license to access Your UGC through the MSC Services, and to use, reproduce, distribute, prepare derivative works of, display and perform such UGC to the extent permitted by the functionality of the MSC Services and under the terms of this Agreement.

('IP Licences')

"Publicly accessible" areas of the Site are intended by MSC to be available to all those who view the Site (whether registered MSC Tutors or non-registered viewers of the Site).

3.2 Unless terminated (or suspended) for reasons such as those set out in paragraph 13 or elsewhere in this Licence or unless MSC is no longer providing the MSC Services to You, the above IP Licences granted by You terminate when You delete Your UGC from the Site or cancel Your Account (unless the UGC has been shared with others and they have not deleted it).

3.3 MSC does not guarantee any confidentiality with respect to UGC and You understand and agree that You are solely responsible for Your own UGC and the consequences of posting or publishing it. **MSC does not claim ownership of the UGC You submit or make available for inclusion on the Site.** You retain all of Your ownership rights in Your UGC but You grant the limited IP Licences set out in paragraph 3.1 (a) and (b). You may freely remove, delete or edit Your UGC on the Site.

3.4 As between You and MSC (and third parties with whom You might share Your UGC if applicable), You assert and waive any and all moral rights in Your UGC.

4. MSC'S CONTENT ON THE SITE

With the exception of UGC submitted to the Site by You, all other content and the selection and arrangement of such content on the Site is either owned by or licensed to MSC ('Content'), and is subject to copyright, trade mark rights, and other intellectual property rights of MSC and MSC's licensors. Such Content is protected by UK copyright laws and international laws. Any third party trade or service marks present on Content not uploaded or posted by You are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of MSC or, where applicable, MSC's licensors. MSC and its licensors reserve all rights not expressly granted in and to their Content.

5. COPYRIGHT LICENCE

We will terminate the privileges of any User who uses this Site to unlawfully transmit copyrighted material without a licence, express consent, valid defence or fair use exemption to do so. In particular, Users who submit UGC to this Site must ensure that the UGC they upload does not infringe the copyrights or other rights of third parties (such as privacy or public rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the User that they have used this Site as an instrument of unlawful infringement, We will terminate the infringing User's rights to use and/or access this Site. We may, also in our sole discretion, decide to terminate a User's right to use or access the Site prior to that time if We believe that the alleged infringement has occurred.

6. REGISTRATION AND CONDUCT

6.1 Where You are asked to register on the Site, the personal details that You provide must be true, accurate and complete.

6.2 You will keep Your Login relevant to the Site and/or the MSC Services confidential and not reveal it to anyone else. You may NOT use another person's email address, Account details or the name of another individual when using this Site and You are responsible for all activities that are carried out under Your Login. We do not have the means to check the identities of people using the Site and will not be liable where Your Login is used by someone else. You agree to notify MSC immediately by email to enquiries@menopauseselfcare.org.uk of any unauthorised use of Your Login or Account of which You become aware.

6.3 You will not create additional Accounts for the purpose of abusing the functionality of the Site or other Users or for any other reason in breach of the terms of this Licence.

6.4 If You wish to cancel Your Account, You can do this at any time by sending an email to enquiries@menopauseselfcare.org.uk with "URGENT – CANCELLATION OF REGISTRATION REQUEST" in the subject line or send Your request by post to **Menopause Self Care (MSC) CIC**, Lower Ground Floor, 6 Clinton Road, Redruth, Cornwall, TR15 2QE

7. CONDUCT OFF SITE

Although MSC cannot monitor the conduct of Users off the Site, it is a violation to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any User without their prior explicit consent.

8. GENERAL RESTRICTIONS ON USE

Subject to the following express restrictions, MSC grants You permission to access and use the Site and the MSC Services. You may view Site pages, download Site pages (for caching purposes only) and print Site pages (excluding Site images) and retain a copy of the same solely for Your own personal non-commercial use. You agree that Your failure to adhere to any of these restrictions shall constitute a breach of this Licence on Your part. You agree:

- (a) not to sell, license, rent, distribute or otherwise exploit any UGC or Content for any other purposes without the prior written consent of MSC or the respective licensors of the UGC or the Content;
- (b) not to post, frame, deep link, publish, reverse engineer or modify or make any derivative works of any part of or parts of the Site or the MSC Services, including but not limited to any UGC or Content, in any medium without MSC's prior written authorisation, unless MSC makes available the means for such activity through functionality offered by the MSC Services;
- (c) not to alter or modify any part of the Site or any of the MSC Services or use the same in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (d) not to access UGC or Content through any technology or means other than the Site itself or such other means as MSC may explicitly designate for this purpose;
- (e) not to access or attempt to access the Accounts of other Users or penetrate or attempt to penetrate MSC's security measures;
- (f) not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Site or the MSC Services or features that (i) prevent or restrict use or copying of UGC or Content; or, (ii) enforce limitations on the use of the MSC Services or the accessible UGC or Content.

- (g) not to use any area of the Site or the MSC Services for any commercial purposes over and above the promotion of Your MSC Tutor Business by way of Your MSC Tutor Profile. You must obtain our prior written consent to make commercial offers of any kind, whether by advertising, marketing, solicitations, links, or any other form of communication. We will investigate and take appropriate legal action against anyone who breaches this provision, including without limitation, removing the offending communication from the Site and barring anyone breaching this provision from future use of the Site and the MSC Services. We reserve the right to block access to this Site with respect to any User who is known or reasonably believed to be (or is associated with any person who is known or reasonably believed to be) acting unlawfully, or breaching these Website Terms of Use, or infringing MSC's rights. Breaching any terms on the Site will be deemed to be a breach of these Website Terms of Use.
- (h) not to use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (i) not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to any User of the Site or the MSC Services.

9. PROHIBITED CONTENT

The following is a partial list of content which is illegal or prohibited on the Site. You agree that You will not submit any UGC to the Site that:

- (a) is patently offensive to the online community, such that it promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (b) could be harmful to minors or vulnerable adults;
- (c) could be seen to incite abusive behaviour another person;
- (d) harasses or advocates harassment of another person;
- (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- (f) promotes information that You know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (g) promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (h) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (i) displays pornographic or sexually explicit material of any kind;
- (j) provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- (k) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (l) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; and,
- (m) engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes.

10. PRIVACY AND CONFIDENTIALITY

This Licence incorporates our [Privacy Policy](#) and [Cookie Policy](#) by these references which apply in full to Your use of the Site and the MSC Services.

11. AVAILABILITY AND SECURITY OF THE SITE

- 11.1 MSC does not warrant the validity and accuracy of information on the Site or the MSC Services or that the Site is kept up-to-date. The Site and its content and the MSC Services are delivered on an "as-is" and "as-available" basis. MSC shall use reasonable endeavours to ensure that the Site, the MSC Services and any information it holds on You are kept secure. However, due to the nature of the internet, MSC does not represent or warrant to You that:

- (a) Your use of the Site and/ or the MSC Services will be uninterrupted, timely, secure or free from error at all times, nor that it will provide specific results from use of the Site or any content, search or link on it;
- (b) Your use of the MSC Services will meet Your requirements;
- (c) any information obtained or downloaded by You as a result of Your use of the MSC Services will be accurate, reliable or free of viruses or contamination or destructive features;
- (d) Your shared UGC will not be used by a third party in various ways;
- (e) there will not be any defects in the operation or functionality of any software provided to You as part of the MSC Services; and,
- (f) those who intentionally attempt to and/or gain unauthorised access to the same by means such as, without limitation, computer hacking will not be successful.

12. HYPERLINKS AND SEARCH RESULTS

The Site may contain hyperlinks or produce search results that reference or link to third party sites throughout the World Wide Web. These are provided for Your ease of reference only and MSC does not endorse such sites or accept any responsibility for the content of such sites and cannot therefore guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive or that they will not contain viruses or otherwise impact Your computer. By using the Site to search for or link to another site, You agree and understand that You may not make any claim against MSC for any damages or losses, whatsoever, resulting from Your use of the Site to obtain search results or to link to another site. MSC advises You to read the terms and conditions including the privacy, cookie and other website policies of any other website that You visit.

13. SUSPENSION AND TERMINATION

- 13.1** You acknowledge that MSC has no obligation to monitor any UGC or other Content provided by Users. You further understand and agree that in MSC's sole discretion, and without prior notice, MSC may terminate its Licence with You and may therefore choose to suspend or terminate Your access to the Site and the MSC Services at any time or exercise any other remedy available and modify or delete any unauthorised UGC, if MSC believes that the UGC You provided has violated or is inconsistent with this Licence or violated the rights of MSC or a User. Notwithstanding this, You are solely responsible for and bear the legal risk associated with such UGC anywhere in the world.
- 13.2** MSC may release User information about You if required by law or subpoena, or if the information is necessary or appropriate to release to deal with an unlawful or harmful activity.
- 13.3** You agree that monetary damages may not provide a sufficient remedy to MSC for violations of this Licence and You consent to injunctive or other equitable relief for such violations.
- 13.4** You acknowledge and agree that to improve the Site and/ or the MSC Services, MSC may stop (permanently or temporarily) providing the MSC Services (or any features within the MSC Services) to You or to other Users generally at MSC's sole discretion, without prior notice to You.

14. WARRANTIES FROM LICENSOR

- 14.1** You represent and warrant that:
 - (a) You have (and will continue to have whilst the UGC remains posted on the Site) all necessary licences, rights, consents, and permissions which are required to enable MSC to use or display Your UGC in the manner contemplated by the terms of this Licence;
 - (b) You are happy to share Your UGC with other persons as the case may be who access and/ or register on the Site (and in the case of a Seller, initiate contact with You as a result of carrying out a search and being transferred to Your Seller Site);
 - (c) You will not post nor upload any UGC which contains material which is unlawful for You to possess, or which it would be unlawful for MSC to use or possess in connection with the provision of the MSC Services;
 - (d) the UGC that You submit to the MSC Services will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless You have a formal licence or permission from the rightful owner, or are otherwise legally entitled, to post the material in question and to grant MSC the licence referred to in paragraph 3 above;

- (e) You will comply in particular at all times with paragraphs 7, 8, 9 and 10 of this Licence relating to Conduct off Site, General Restrictions on Use, Prohibited Content and Privacy and Confidentiality; and,
- (f) You will keep Your Login details secure and confidential.

15. INDEMNITY

15.1 You agree that You are solely responsible for any breach of Your obligations under the Licence due to an act, omission, default of You or Your failure to comply with any of Your obligations under this Licence and for the consequences of any such breach.

15.2 You agree to indemnify and hold MSC harmless from all Losses, incurred by or asserted against MSC, arising out of or in connection with:

- (a) any breach of the terms of this Licence or breach of warranty by You or by Your acts or omissions; and,
- (b) any breach by a third party arising out of Your use of the Site and/ or the MSC Services or by Your acts or omissions, including also Your use of the Site and/ or the MSC Services to provide a link to another website or to upload UGC or other information to the Site (unless You have a formal licence or permission from the rightful copyright owner, or are otherwise legally entitled, to post the UGC in question and to grant the licences).

16. AVAILABILITY AND SECURITY OF THE SITE

16.1 Nothing in this paragraph 16 shall exclude or restrict MSC's liability for:

- (a) fraudulent misrepresentations;
- (b) any liability where the law does not permit such exclusion of liability; and,
- (c) death or personal injury arising from negligence.

16.2 Subject to paragraph 16.1, MSC shall not be liable to You in contract, tort (including negligence) or otherwise for any consequential, special or incidental loss or damage (whether direct or indirect) or, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation suffered by You arising from Your use of the Site and/ or the MSC Services or, any loss or damage which may be incurred by You as a result of:

- (a) any breach by You of this Licence or breach of warranty by You or the acts or omissions of You including Your use of, or inability to use, the Site and/ or the MSC Services in accordance with the terms of this Licence;
- (b) any reliance placed by You on the completeness, accuracy or existence of any Deals;
- (c) any changes which MSC may make to the MSC Services, or for any permanent or temporary cessation in the provision of the MSC Services (or any features within the MSC Services);
- (d) the deletion of, corruption of, or failure to store, any UGC and other communications data maintained or transmitted by or through Your use of the MSC Services;
- (e) the availability of third party sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources; and
- (f) the acts, omissions and conduct of any third party users in connection with or otherwise related to Your use of the Site and/ or the MSC Services.

16.4 The limitations on MSC's liability to You in this paragraph 16 shall apply whether or not MSC has been advised of, or should have been aware of, the possibility of any such losses arising.

16.5 Except as expressly set out in this Licence, MSC gives no warranties and excludes all other express or implied terms, conditions and warranties including also any implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law.

17. ENTIRE AGREEMENT/ SEVERABILITY

This Licence incorporates the [Privacy Policy](#) and the [Cookie Policy](#) which together constitutes the entire agreement between You and MSC in relation to Your use of the Site and/ or the MSC Services and supersedes any prior representations, inducements or agreements relating to its subject matter. Should the courts strike-out as invalid or unenforceable or otherwise alter any part of the terms constituting the Licence, the remaining terms shall remain valid and in force.

18. ASSIGNMENT

This Licence shall be personal to You and You may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without MSC's prior written consent. MSC reserves the right to assign or transfer all or any of its rights and obligations under this Licence to any companies in the same group as MSC or other third party. In the event of assignment or transfer, notification will either be given to You by e-mail or posted on the Site.

19. NO WAIVER

Failure by either MSC or You to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

20. THIRD PARTY RIGHTS

You may enforce the terms of this Licence in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this Licence does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

21. LAW AND JURISDICTION

All of the terms in this Licence are governed by English Law and any disputes arising in relation to this Licence and/or the Site are subject to the exclusive jurisdiction of the English Courts.