

WEBSITE TERMS OF USE

Disclaimer

- If you are in danger, need emergency help or are considering actions that could harm yourself or others you should dial 999, go to Accident and Emergency, speak to your GP, or contact the NHS 111 service. This service does not offer this support, and should not be used in emergencies.
- If you are suicidal or considering harming yourself or others, please consider the using the resources suggested by the NHS (<https://www.nhs.uk/conditions/Suicide/>).
- Any information, suggestion or advice which may be offered to you via our content is not a substitute for examination by a medical doctor or a licensed qualified professional.

Introduction

- Welcome to the Virtually Unbreakable Platform. By using the services available from the domain and subdomains of www.virtuallyunbreakable.co (the platform) you agree to the following terms and policies.
- If you are uncertain about or have any questions relating to the terms of this agreement please email; info@virtuallythrive.com .
- If you do not accept these terms, please do not use this platform
- We will update these terms regularly, so please ensure you are familiar with the most up to date version.

Who are Virtually Unbreakable

- Virtually Unbreakable is a private limited company (Company Number 11823188) registered under the name School of Eclectic Thought Ltd, address: Woodlands Grange Woodlands Lane, Bradley Stoke, Bristol, United Kingdom, BS32 4JY, but trading as Virtually Unbreakable Ltd.
- The services defined herein are provided by Virtually Unbreakable Limited (“we” or “us”).
- At the time of writing, “users” refer to anyone using our website/platform and engaging with our content. These terms apply to all such users. We will refer to users as “you” throughout these terms.

Our Terms

These Website Terms of Use apply to your use of our website at www.virtuallyunbreakable.co (our "Site"). We're going to refer to them as Terms, just to make it simpler. Whether you're browsing our website as a guest or buying any products or services we offer – please check that you're happy with these Terms before you use our Site. If you have any concerns then please get in touch at info@virtuallythrive.com

User Agreement

- These terms govern the usage of the Virtually Unbreakable platform in its role as a marketplace.
- Virtually Unbreakable acts as a platform to raise awareness and educate people about their mental wellbeing. As Virtually Unbreakable provides no medical treatment to our users and are not qualified to give medical advice, we bear no responsibility on the improvement or reduction in your physical or mental health and/or overall wellbeing
- Users must be using the platform for themselves to access services and not for any third party who is trying to access our service. This is not meant to prohibit a third party from helping the account owner access the platform. For example, a parent, guardian or a social carer providing a disabled person assistance in using the platform does not violate his clause as the account owner is still the person accessing the services.

You must agree that you will not:

1. Create multiple accounts
2. Create an account for the benefit of someone else
3. Let anyone else gain access to and/or use your account
4. Impersonate another person or knowingly allow anyone else to impersonate you

By using our platform and engaging in our content you confirm that you are agreeing to these terms in reliance on any representation made by us. All descriptions and other information in our advertising and publicity materials are illustrations only and do not form part of these terms. To the fullest extent legally permitted and except in relation to fraud, these terms constitute the entire agreement between Virtually Unbreakable and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us relating to the Services, your registration or our platform, whether written or oral.

- All users agree that the platform is providing functionality over the internet. We recommend using an internet connection with at least 5mbps (mbps = megabytes per second). We also recommend having a good wifi signal when using a device with a wireless connection. Failure to follow these recommendations may result in the quality of your experience diminishing, resulting in problems including but not limited to video call quality issues or disconnection during the call. By agreeing to use the platform you accept that Virtually Unbreakable cannot be held responsible for issues arising from your own internet connection or usage of any device used to access the Virtually Unbreakable platform.
- Our platform only provides access to products and services in the United Kingdom.

Use of the platform

By using the platform, you agree or confirm the following:

1. You are over 18 years of age.
2. You will be bound by these terms
3. You are using the platform yourself and not as a proxy or behalf of another person.
4. You are not breaching any agreements or contracts in place between you and any third party in respect of use of the Virtually Unbreakable Platform.

If you refuse to agree to these terms, you should not use this platform. Whenever a user has any reason to interact with any Virtually Unbreakable staff, the user agrees to do so in a respectful and polite manner. If any user is rude or aggressive to our staff, Virtually Unbreakable reserves the right to terminate the user's account immediately and without notice.

Accessing our platform

- Access to our Platform is permitted on a temporary basis and Virtually Unbreakable reserves the right to suspend, withdraw, discontinue or change all or any part of our platform without notice. We will not be liable to you if, for any reason, our platform is unavailable at any time or for any period.
- We may update our platform as we develop new features and fix bugs, and may change the content at any time. The content on our platform is provided for raising awareness and education purposes and does not constitute medical or health advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our platform.

- Virtually Unbreakable makes reasonable efforts to update the information on this platform, however, we make no representations, warranties or guarantees about the improvement of your mental health as a direct result of using our platform, as this depends on many other factors.
- Use of this platform for the purpose of damaging the business or property of Virtually Unbreakable or third parties or damaging, attacking or overloading, the networks, servers and other hardware or software of Virtually Unbreakable or third parties is prohibited.

In particular, you agree that you will not use the platform in any of the following ways:

1. To attempt to decompile, reverse engineer, disassemble or otherwise derive source code from the platform in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
 2. For the purpose of harming or attempting to harm minors in any way.
 3. To send, knowingly receive, upload, download, use or re-use any material which violates these terms.
 4. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 5. Tamper with, hinder the operation of, make unauthorised modifications to the platform including attempting to interfere with the access of any user, host or network;
 6. Use the platform for any activities which breach any laws or regulations or infringe any third party rights;
 7. Remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices of ours or any third party;
 8. Use the personal information of person other than yourself in order to access or use the platform; and/or
 9. Knowingly share, deploy, upload, or in any way transmit any bug, virus, trojan, worms, time-bombs, keystroke loggers, spyware, adware any other harmful elements, code, or programs, or other disabling feature to or through the platform.
- Where you are provided with or use a user ID, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. The right to use the secure areas of the platform is personal to you, and you may not allow other people to use your log-in details.
 - You are responsible for all activity and for the accuracy of all information and requests sent using your username, password or any other personal identification implemented to identify you.
 - You must notify us immediately of any unauthorised use of your account, or other account related security breach of which you are aware.
 - If you inform us, or if we have reason to believe that, unauthorised use is being made of the platform (whether by you or through your account) then, without prejudice to our other rights and remedies, we may suspend or terminate your access to the secure areas of the Platform immediately (and without notice to you).

- We may suspend or terminate your account at any time for any reason, including your failure to comply with these terms. A suspended user will not be able to login to an account.
- A terminated account will be permanently deleted from the platform and a terminated user will not be able to login to the platform.
- Virtually Unbreakable reserves the right to refuse refunds in cases where accounts are suspended or terminated and the right to bring legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of these terms.
- Without limiting our other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to the platform, remove hosted content, and take technical and legal steps to prevent users from accessing/using the platform if we (in our sole discretion) think that they are in breach of these terms. We also reserve the right to terminate accounts that have begun the registration processes but have not completed registration and have not logged in for 6 months.

Please report any problems, offensive content, and policy violations to us at info@virtuallythrive.com

Access and Interference

By using the Virtually Unbreakable platform, you agree that you will not:

1. Take any action that imposes or may impose (in Virtually Unbreakable's sole discretion) an unreasonable or disproportionately large load on our infrastructure.
2. Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your own content) from the platform without the prior written permission of Virtually Unbreakable and the appropriate third party, as applicable.
3. Interfere, or attempt to interfere with the proper working of the platform or any activities conducted on the platform.
4. Bypass measures Virtually Unbreakable may be used to prevent or restrict access to any part or function on the platform.
5. Whilst Virtually Unbreakable endeavours to ensure that the platform is available 24 hours a day, we do not guarantee that the platform, or any content on it, will always be available or uninterrupted, or that it will be free from errors or omissions. We will not be liable if, for any reason, the platform is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the platform, and you are also responsible for ensuring that all persons who access the platform through your internet connection are aware of these terms, and that they comply with it.

Virtually Unbreakable does not guarantee that the platform is free from bugs or viruses and you should install and maintain your own virus protection software. Virtually Unbreakable may decide to exclude some of the above restrictions if a user has entered a separate agreement with Virtually Unbreakable to access the platform to assess the security of the platform.

Intellectual Property Rights

- Virtually Unbreakable is the owner of the trademark and all intellectual property rights in our platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may save and print copies of extracts from this platform in hard copy for your personal use or the use of others within your organisation, subject to any applicable laws.

You may supply a copy of any extract from this platform to an individual third party for their personal use only, provided that:

1. you acknowledge that this platform is the source of the extract, and include the address of the platform and the date of the extract in any such copy;
2. you inform the third party that these licence conditions apply to him and he must comply with them;
3. you copy the extract in full with no amendment or editing;
4. the extract is not supplied for any commercial purpose or for a fee; and
5. the extract is not incorporated in any other work or publication.

If you wish to reproduce or use information from this platform beyond the terms of this licence, please contact us to request access to the consent. You can do this by addressing your request to info@virtuallythrive.com

Data Protection

Any personal information you provide through the platform from which you can be identified is stored securely and confidentially, and is processed fairly and lawfully in accordance with our Privacy Policy and Cookie Policy. This is available on our website, here: www.virtuallyunbreakable.co/pages/privacy-policy

Linking to our platform

- We reserve the right in our absolute discretion to prohibit any link from another site to materials or information on this platform without notice.
- Any link to material or information on this platform must be neither misleading or deceptive and must fairly indicate this platform as the destination of the link.
- 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.
- You must not establish a link in such a way that might damage Virtually Unbreakable's reputation or brand.
- You must not establish a link from any other site that is not owned by you.
- This platform contains links to third party platforms. These links are provided for your information only.

The Virtually Unbreakable services

- Virtually Unbreakable is an online educational platform dedicated to improving mental health in families.
- Virtually Unbreakable platform aims to raise awareness around mental health and educate its users on various methods of looking after and improving their mental health to build resilience, reduce their anxiety and increase their self-esteem, which is often associated with poor mental health. It also operates as a platform for engaging with and sharing scientifically proven educational content and for
- Techniques for providing Mental Health support are varied and opinion on effective outcomes is subjective. The efficacy of techniques and/or individual approaches is similarly subjective. Virtually Unbreakable does not endorse or in any way express confidence in any specific therapeutic techniques or approaches and remains agnostic in relation to the effectiveness of any particular techniques.
- By agreeing to our terms, you accept that Virtually Unbreakable is not medically trained and is therefore not providing Medical Mental Health support. Virtually Unbreakable is a place for exploring various content with the purpose of raising and building awareness. Virtually Unbreakable accepts no responsibility for the outcome, result, or effectiveness of any Client's use of our services.

Purchase of Services & Cancellations

When you buy products and services from us, please note that we will have specific Terms and Conditions of Sale which will apply to your order. These Terms and Conditions of Sale will be provided to you and you will be required to read and accept them at the point of purchase of our services. Please note that you have an option to cancel your online therapy

session with a minimum five days notice. Cancellations made after a five day deadline will result in no refunds provided. Additionally, we will do all that we reasonably can to ensure that all of the information you give us when paying for our products or services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, or any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us via this Site.

Content Licence

- When you, as a user, create or upload content to our platform, you grant Virtually Unbreakable a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future. We need these rights to host and display your content.

Usage as a Client

As a Client using the Virtually Unbreakable platform, you agree:

1. That if you have any concerns or doubts regarding your ability to engage with our content, you will consult your guardian, parent or a carer and if necessary also a doctor or any other mental health professional or mental health support available to you.
2. You will act appropriately and within these terms when using the Virtually Unbreakable platform.
3. That you recognise that any information you add to your user profile is voluntary, optional, can be removed or edited at any time.
4. That you may remain anonymous if you choose, but this requires the selection of a pseudonym for your profile name. Virtually Unbreakable is not responsible or liable for your choice of pseudonym, but like any profile name, it must not be offensive, or breach any laws or the rights of third parties.
5. That you will not create any fake accounts or use somebody's else's account other than your own one.
6. When completing the self-assessment part of the registration process , you will answer all our questions honestly, accurately
7. When leaving feedback on your user's experience, you will answer our questions honestly and accurately

- In order to use our platform we require, from you as a minimum, certain information required to facilitate registration and login including: your email address, full name and a password. All other information is optional. A display name is required but does not need to contain any personal information. Uploading and saving a profile image is not mandatory to use our platform.
- Accessing our content and engaging with our digital mental health interventions is a subjective and personal journey. It's success is just as much about your effort with practising learned skills and habits in the real world as it is with learning through our content.

Virtually Unbreakable makes no guarantees that your mental wellbeing will improve as a result of engaging with our content, purchasing our products or services.

Meeting our clients needs

- Virtually Unbreakable will be continually improving our ability to serve you better. We believe that continuous user feedback is a very important part of excellent user experience. Virtually Unbreakable will use various metrics and feedback systems to refine our products and services and provide its users with accurate data. To accomplish this we might be using your activity usage of our platform, topics you have indicated to be interested in and information you volunteered, to provide you with personalised educational content and measure and share the improvement in your mental wellbeing. We believe we can provide accurate measurements of successful mental health support to develop the best system we can.

Changes in pricing

- We will always inform you about changes in our subscription plans in writing and 30 days before changes take place. You may decide to suspend or delete your account at any time if you do not agree to the new pricing structure. However, it's your responsibility to understand our refund policy if you decide to discontinue using our platform. Refunds will be made at our discretion.

Liability

- We provide the Virtually Unbreakable platform on an "as is" and "as available" basis and to the fullest extent permissible by law we do not guarantee that our platform will meet particular requirements, or be available, accessible, uninterrupted, timely,

secure or operate without error, or that it will be free from viruses, worms, Trojans, time-bombs, keystroke loggers, spyware, adware or any other harmful elements, code, or programs. We recommend that you protect your equipment by having appropriate anti-virus software in place.

- Where our platform 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 so we assume no responsibility for the content of such sites. Such links should not be interpreted as endorsement by us of those linked platforms. We will not be liable for any loss or damage that may arise from your use of them.
- To the extent permitted by law, we exclude all conditions, warranties, representations or other Terms which may apply to our platform or any content on it, whether express or implied. We 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, our platform; or use of or reliance on any content displayed on our platform.

In particular, we will not be liable for:

1. Any injury or damage caused by your failure to inform your parent , guardian of any health condition (whether Mental Health or physical health), or injury, or your failure to use our content safely
2. Lack of improvement in your mental health, as this depends on many additional factors to you using our platform for the purpose of learning.
3. loss of profits, sales, business, or revenue;
4. business interruption;
5. loss of anticipated savings;
6. loss of business opportunity, goodwill or reputation; or
7. any indirect or consequential loss or damage.

Nothing in these terms is intended to exclude or limit any liability that cannot be excluded or limited by law. To the extent we have any liability to you, this shall be limited at a maximum amount per claim of £50.

- The Virtually Unbreakable platform cannot guarantee any increase in business, practice, reputation, or income through using our services. The oversight of your business or practice; safeguarding of reputation; your professional conduct; your provision of services; and management of your customer relationships remains solely your own responsibility and you agree to promptly respond (in a professional manner) to any user's complaints or issues that we notify you of from time to time.
- The Virtually Unbreakable platform cannot guarantee that our platform or Services will be available continuously. By agreeing to use the platform, you agree there may

be interruptions due to maintenance or other events beyond our control. We may, on occasion, add to, update, or remove part of the platform or platform (and its contents) as we deem appropriate, without any liability to you.

- The content presented, created and shared by users is their own responsibility. Virtually Unbreakable is not responsible for any errors or omissions included by users of the platform.
- Virtually Unbreakable will use every effort to ensure that our platform remains functional at all times. By agreeing to these terms, you acknowledge and agree that errors, interruptions, delays, and other blockages to providing our services may occur and Virtually Unbreakable does not accept liability for said errors, interruptions, delays, and other blockages to providing our services.
- Except where expressly set out in these terms, and to the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our platform or Service or any content within it, whether express or implied by common law or otherwise.

General

- We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms.
- Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.
- You cannot transfer any of your rights or obligations under these terms to anyone else without first getting our consent in writing.
- If a court decides that any part of these terms are invalid or unenforceable, such provision shall be severed and the remainder of the provisions of these terms will remain in full force and effect.
- If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts, but for avoidance of doubt whether proceed shall take place, these terms are made under, governed by and to be interpreted in accordance with the laws of England and Wales.
- If you are dissatisfied with our services and wish to complain you can review our complaints policy and should contact support at info@virtuallythrive.com
- Any waiver of any right under these terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under these terms or by law constitutes a waiver of such right or remedy,

nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

- If you have a dispute with one or more users of our platform, you release Virtually Unbreakable (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, to the fullest extent permitted by law.
- No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these terms, and you are forbidden from giving the contrary impression to anybody.
- These terms (as amended from time to time), along with any document expressly referred to within it, constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of these terms.

Contact us

We may revise these Terms at any time by amending this page. So please check this page from time to time to take notice of any changes we make. To contact us, please email info@virtuallyunbreakable.co

Thank you for taking the time to read these Terms.