

Terms and Conditions

This document sets out your rights and responsibilities for accessing or using the SEJ websites at www.bedepressionfree.co.uk , www.thesej.co.uk , and www.jacquelinemaryphillips.com, plus other associated sites linked hereto and operated or controlled by The SEJ.

The SEJ is the trading name of all of the above websites and when we refer to the SEJ we are referring to all websites, products, training, consultations, books and services offered by the SEJ.

Our overall Terms of Service also include the sections displayed in the DCMA, GDPR and Privacy Policy sections. Please make sure to read them as well.

Background

Please read these terms carefully because all uses of the Sites are subject to these terms and conditions. By using the Sites, you are acknowledging that you have read this and agree to it.

BY USING THE SITES, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE. There are no exceptions.

We reserve the right to amend or change all or parts of this Terms and Conditions from time to time. Any such amendments or changes will be posted here and shall constitute the new terms and conditions for all our Websites from the time they are posted.

1. Privacy Policy, and Other Documents

You may find links to our Privacy Policy page, and any other legal page in this site, at the footer of this page.

Briefly, we generally collect only as much personally identifying information as is required to provide the services. Our general policy is not to disclose any personal non-public information of any visitor, customer, member, or client to any third-party, except under very limited circumstances.

We only disclose such information to improve the services or your user experience, or when we are required to disclose. We will disclose only as much information as is needed to provide the enhanced user experience or improved service. We will disclose where strictly required by law – e.g., if we are under a court order, and/or if we are legally advised to provide the information. While we are very protective of our user's personal data, you agree that our Websites or our assignees may disclose your personal information to a third party if we, in our sole discretion, believe that the law or legal process requires it, or to protect the rights, property, or safety of The SEJ, our Websites, or others, or as otherwise described in our Privacy Policy.

Users of the Site(s) should refer to our Privacy Policy for more detailed information about how we use and collect information.

You also understand that the Sites or portions of the Sites are publicly available and that if you post on a public site or via social media your post (including any personal information therein) may be publicly accessible via search engines and other means on the public Internet. The SEJ assumes no responsibility for information that YOU make public, and we will not be liable for any harm or damages that may arise from disclosures of your personal identifying information made by you or others, not in our control. You should be careful and avoid posting information you do not wish to disclose on a public site or via social media. If you post via social media, we do not have control over the content of your post.

2. Authorized Uses of The Site(s)

Your Use of the Sites is Subject to This Limited License

Our Websites, and all content thereon (the “Content”), is the exclusive and private property of its owner(s) unless otherwise stated. Use of the Sites is permitted under a “limited license” that provides you limited access under these Terms.

Your access can be revoked without warning if you violate these Terms. Except as otherwise expressly provided, your right to access and to use our Websites is personal to you. You may not share your access, username, login, or password to the Sites, or to any, products, or services offered via the Sites. You agree to keep your login credentials secure, and to comply with all password security policies, including password change and complexity requirements. You understand that if you are prompted to change your password, you may lose access to the Sites, products, or services if you fail to do so.

You may use a standard web-browser (e.g. on a desktop, laptop, or similar computer, or on a portable device such as a tablet, smartphone, or other mobile devices) to access the Sites, products, and services. All other to access the Sites, the Content, or our database(s) is in violation of these terms and conditions.

Permissible uses of our Websites includes all the uses which would normally be associated with a site of this nature, and which are not expressly prohibited herein. For example, our Sites may provide videos or posts – you can view them and replay them. Some Content may include an invitation or opportunity to comment, discuss, or post questions or feedback for us via the Sites or via social media. You may also have opportunities to participate in our polls, surveys, discussion threads, forums, or the like. You may have the ability to interact with and share experiences with us or other users.

You may also provide feedback or input to us directly in certain areas of the Sites, such as where comments are permitted. You can share the Sites with others via social media; however, you may not provide any link to an internal page on the Sites that is not public, whether or not you have a URL for such a page. You may have access through the Sites to products, or services that you have purchased from us, or subscribed to. In most cases, you will have to provide your login credentials to gain access.

Copying, Downloading, & Sharing

You understand and agree that the Content on the Sites is subject to copyright laws in the UK and internationally. You may only copy or download content or information on the Sites that are expressly provided for that purpose. You understand and agree that we, in our sole discretion can decide which content you may download, copy, and/or share and that you will abide by our decisions and policies with regard to our content. You understand that if you do copy or reproduce any information without permission, we may immediately terminate your access to the Sites and/or to the products or services.

If a file is made available for and intended for downloading, there will be downloading instructions, which tell you that you can download it and will also indicate whether you may share it. If a downloadable file does not expressly state that you may share it, then you may not do so without written permission.

Unauthorised use of the Sites or the content is strictly prohibited.

While there are many permitted uses of the Websites as detailed above, not all uses are permitted.

Except as expressly provided, no commercial uses are allowed of the Site(s) or any of the Content without written permission. Any use of our Websites that could in any way damage or impair the functionality for other users to any extent is prohibited.

You agree to respect our intellectual property rights and understand that you may not download or copy ANY of our Content in ANY area of the Site, except where permission to do so expressly provided, or unless such information is provided on specific parts or portions of the Sites, such as a "Downloads" or "Free Resources" section.

You may not download or copy our information yourself and you may not employ any automated device, tools, harvester, extractor, scraper, spider, robot, program, code, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, or copy the Sites or any portion thereof, or any Content. You may not reproduce the Sites or portions thereof in any way, nor 'mirror' the sites at a separate location or server. You may not obtain or attempt to obtain any Content through any means not purposely made available through the normal use of the Sites (e.g., using a standard web browser).

You also expressly agree not to attempt to reverse engineer, replicate, or circumvent any product, or service feature of the Sites, or that is marketed through the Sites.

You also agree not to attempt to divert traffic from the Sites by use of a confusingly similar domain name. You agree not to claim or suggest ownership or control of the Sites, nor to imply or suggest any non-existent affiliation with the Sites. You agree not to use comment or feedback threads to post support issues, complaints, or issues related to sales, or problems with access to products, or services including our Websites, or others. You also agree not to use such opportunities for posting comment spam, links to other, products, or services, or attacking other users. You

understand and agree that any such prohibited uses may result in the loss of access to the Sites, products, or services without warning or refund.

You also may not attempt to gain unauthorized access of any kind to the Sites, or to any, product, or service offered through the Sites via any means including hacking, password guessing, backdoors, code injection, or any other means. You also agree that you will not engage in any activities using the Sites that violate applicable laws or regulations in your locale. Such uses are strictly prohibited and include invasion of privacy laws, laws pertaining to defamation or libel, or the like.

3. Intellectual Property

All Content (including e.g. text, graphics, video, video scripts, music, artwork, sounds and soundtracks, visual components, photographs, and computer code, as well as branding, logos, and such), including but not limited to the individual design elements, selection, layout, coordination, structure, expression, and sequencing, user interfaces, “look and feel,” and arrangement on the Sites, or in the , products, or services offered through the Sites is owned or controlled by, The SEJ, and is protected by the UK and international copyright, trademark, and various other applicable intellectual property rights, including unfair competition laws.

You agree that you will not remove, replace or obscure any copyright, trademark, service mark or other indicia of source or ownership, nor any notices or legends used in connection with any Content provided on the Sites or, products, or services offered through the Sites, nor with respect to anything that you may post or upload to the Sites (if any uploading is permitted) or via any or service. Any effort to remove, replace, or obscure such marks is a violation of our Terms and Conditions.

Logos / SEJ Images

The SEJ’s logos, images, and content (whether or not registered) may not be used for any reason(s) without written permission, regardless of purpose or intent. You agree not to register, operate, or lease any domain with a confusingly similar name to any such mark(s) without permission from The SEJ. Any other trademarks or service marks used or mentioned herein, whether or not registered, are the property of their respective owners. Permission for the use of any third-party mark should be obtained from the owner.

For purposes herein, discussion or commentary that may involve federally registered trademark names, or names protected under the common law is believed to be nominative use that is permissible and not subject to restriction.

Product Improvements/Ideas/Feedback/Suggestions

We are always looking to improve our, products, and services. We welcome your ideas, suggestions, and comments for improvements, or new products or services. We accept all unsolicited ideas, suggestions, and feedback solely on an unrestricted basis, meaning that we are not limited in how we utilize, implement, or commercialize the ideas, suggestions, or feedback. Our acceptance of your voluntarily submitted ideas, suggestions, or feedback is not an acknowledgment or admission that anything in the idea, suggestion, or feedback is original to you. Unless we have agreed otherwise in writing prior to your submission, you understand that we own all rights to any improvement(s) or new product(s) we make, whether or

not they incorporate or appear to incorporate (in whole or in part) any idea, feedback or suggestion you have provided. You agree to relinquish and/or assign any right, title, or interest in such a suggestion that you might otherwise retain. You agree that our review and consideration of your idea, suggestion, or feedback, and/or our implementation or development thereof (in whole or part), as well as your access or continued access to the, product, or service, are adequate compensation for your assignment thereof. Do not submit any ideas, suggestions, or comments unless you understand and accept the foregoing.

4. External Links, Affiliate Relationships and Marketplaces

4.1 Third Party sites

We may provide various links to external sites that provide useful resources, products, or services that we believe may be useful to you, valuable for your business, or just worth exploring. In some cases, we may recommend a product or service, while in other cases we may merely suggest that you check it out or consider whether that product or service is useful for you.

Sometimes we'll provide hyperlinks (or "links") that will direct you to or connect you with other websites that are not related to the Sites.

Where such websites are third-party owned and operated, they are not prepared by, offered by, or controlled by us. We are not responsible in any way for the quality, content, nature, applicability, or reliability of third-party sites accessible by hyperlink from the Sites. If you choose to leave our Sites you should be aware that our Terms of Service, Privacy Policy, and other policies no longer apply. You should review the applicable terms and policies, including privacy and data gathering practices, of whatever site you go to, whether or not you followed a link from one of our Sites to get there.

Unless we say otherwise, our decision to provide links to external or third-party sites does not necessarily imply affiliation, endorsement, or adoption of those sites, any information contained therein, or any products or services offered on the sites. We do not and cannot guarantee that the information or other material linked is accurate, current, or available. You understand that we assume no responsibility or liability for any external links or any content on such third-party sites, and you agree that we are not responsible whatsoever for any actions you take there, including any purchases. We likewise make no claims regarding and accept no responsibility for third-party sites that link to our Sites.

Even where we expressly endorse a product or service (which endorsement may be based on the personal or professional opinion of one or more persons), you understand that our position or opinion on the product or service is based on those factors we have considered and that we do not have the ability to evaluate or opine on the quality, price, advisability, suitability, need, or satisfaction that you may experience with such products or services. You should always do your own due diligence on any product or service prior to purchasing, to determine if it is right for you, whether or not we recommend it.

5. Information You Provide To Us Must Be Truthful

When enrolling in, subscribing to, or purchasing any service, option, or product through the Sites, you must provide only true and accurate information, which is current and complete. Your entry of any information is your promise that any name, mailing address, e-mail account, and/or credit card information you provide to us is registered to you and/or your use of such information is with permission. You understand that we can and generally will bar your access to and use of the Sites if we believe that you have provided untrue, inaccurate, not current, or incomplete information. You also promise that if you are ordering or purchasing products or services on behalf of a company or other entity, that you have the proper authority to commit that company in such a transaction. If you are using a pseudonym, nickname, assumed name or the like (where permitted), you agree that you will nonetheless provide accurate information to our processing company where required (e.g. your real name in connection with a credit card account) so that you can be billed for one-time or recurring fees.

6. Service and/or Product Descriptions

The SEJ attempts to be as accurate as possible in its descriptions including descriptions of services, options, and products offered or available on the Site(s). We make every reasonable effort to ensure accuracy, however, we cannot guarantee that every product or service description on the Site is 100% accurate, complete, reliable, and/or error-free.

6a. Entertainment purposes only

Services including psychic readings, Karma readings and workshops, and energy readings and workshops, and training events are for entertainment purposes only – Accuracy in any forecasting, use of Divination Cards, or readings cannot be guaranteed or implied. By utilising and accessing The SEJ Services and/or by requesting and/or receiving psychic and meditation services and/or advice either through any of The SEJ websites or affiliates of the company, you agree to release The SEJ from any and all liability with regard to the contents of the websites and/or advice received.

Advice, training, workshops, readings, or content may or may not influence your decisions and/or behaviour. You agree that by accessing The SEJ services you take full responsibility for any and all consequences acted upon in utilising the information provided within our sites.

7. Membership account sharing, transferring or sub-leasing

The SEJ does not allow account ownership sharing, selling or transferring. Furthermore, no account may be sublet or used on behalf of any business other than the account owners.

The SEJ shall not be held responsible or accountable for any ownership conflict between two (or more) staff members, volunteers, or customers claiming ownership or control over a membership account. The SEJ will always regard the person originally registering the account as the sole and rightful owner (and manager) of the account.

Finally, The SEJ understands that the designated account recipient has read and agreed to these Terms and Conditions.

8. YouTube, Google, and other Social Media and media sharing products.

While using our products, we might be connecting to YouTube and/or Google services via API. By using our products, you agree to [YouTube Terms Of Service](#) and [Google Privacy Policy](#). Furthermore, here's the [Revocation link](#) for users in Google security setting page.

You are solely responsible for accessing terms and conditions, privacy notices on all social media platforms used by the SEJ services prior to use. These include but aren't limited to – Facebook, YouTube, Instagram, Twitter, Vimeo, WhatsApp.

9. Additional Terms

This Terms of Service agreement is also governed by the provisions below. You should seek to understand these provisions and you must agree and abide by them.

1. No Warranties are Made

We make no warranties, expressed or implied, regarding the Content on the Sites. No warranties or guarantees are made as to the accuracy, factual basis, timeliness, applicability, or suitability of any information on the Sites for any purpose, including your particular needs. While we have many years of high-level marketing and product development experience that we share, nothing written, discussed, presented, or communicated in any way or form on the Sites is intended as professional advice of any other type and should not be considered or used as such. Consult a professional for help should you require it. Your use of the Sites is subject to your acceptance of any liability that may result as a consequence of the actions you take or fail to take based on the Content provided here.

The Sites and the Content, including any information, data, case studies, and personal experiences shared are all provided on an "AS IS," and "AS AVAILABLE" basis.

The Sites, products, or services may not always be available to you when you would like access for reasons beyond our control. And from time to time, we may suspend and/or deny access to the Sites for updates, maintenance (scheduled or unscheduled), enhancements, upgrades, improvements, or corrections, or to maintain or improve security.

In addition, some information and offers provided on the Sites are time-limited and will be removed at our discretion. We also believe some Content has a limited useful life and we reserve the right to take down, remove, or archive Content at our discretion.

We also do not make any guarantees that the Sites will be updated, changed, or amended on a particular schedule or with regularity. Despite our desire and sincere efforts to keep the Sites and Content up to date and free of errors, the Content may contain typographical or factual errors or inaccuracies or become outdated.

While the vast majority of our customers are delighted with their purchases, if for some reason you are unhappy with any, product, or service offered through the Sites, your sole recourse is the stated guarantee for that, product, or service. For example, you can receive a refund within the refund period where a money-back guarantee is made. Where a satisfaction guarantee or other written guarantee is expressly offered in connection with a particular product or service, you can hold us to whatever other promises we made in our written guarantee. If there are any stated conditions in the guarantee, you may need to document that you have satisfied the conditions. There are NO other warranties or guarantees made related to the use of the Sites or the Content, or for any products or services offered through the Sites. Any guarantees or warranties that might be implied by law are specifically disclaimed including but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

While we attempt to be as accurate as possible in the descriptions on the Sites including descriptions of, products, services, options, and bonuses offered or available on the Sites, we cannot and do not guarantee that every product or service description on the Sites is 100% accurate, complete, reliable, and/or error-free.

2. The SEJ's Liability is Strictly Limited

You understand and agree that we are not and will not be responsible for any loss or damage that you might incur as a result of using the Sites, or (any, products, or services offered through the Sites) whether it results from an act or an omission by us or any other party, including another user.

You agree that you cannot and are not entitled to recover, whether in contract or tort, for any direct, special, indirect, punitive, consequential or incidental damages, attorney fees, or any other damages of any kind even if we knew or were advised of the possibility of such damages. The limitation on liability includes damages from all causes including lost time, damage caused by viruses, spyware, adware, or other malware which may infect a user's equipment, unauthorized access, theft, operator errors, strikes or other labour problems or any force majeure.

In all cases, our total liability shall be limited to liquidated damages of no more than (i) the amount you spent on any product or service offered through the Sites in the last calendar year, or (ii) £50.00, whichever is greater. Moreover, you agree that all claims must be brought within 1 year of the date on which you first knew or should have known of your alleged claim, notwithstanding any state law to the contrary.

3. Accountability.

You agree to be held accountable for your behaviour on the Site.

You agree to only post information or comments on the Sites that you own or have proper rights to publish or post. You may not publish or post and agree not to publish or post any proprietary or confidential information, trade secrets, insider information, or similar information on the Sites, or through the use of the products or services offered through the Sites. If you are not the copyright owner of any image or other information or do not have permission from the copyright owner, you agree not to

publish or post that image or information on the Sites and will indemnify us for any harm caused to us by your actions. You agree not to promote any goods or services that infringe another person's trademarks using the Sites or via the, products, or services offered through the Sites.

To ensure we are not held responsible for your actions, you agree to indemnify and hold harmless The SEJ and its subsidiaries, officers, owners, directors, employees, agents, and suppliers from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by any third party arising out of and/or relating to your use of the Sites, the products or services, your violation of our Terms and Conditions, and/or your violation of any rights of a third party.

4. No Conflict of Interests

If you have a personal or financial interest in any site, product, or service that may influence a comment or post, or that a reasonable person would want to know when reading your comment or post, you agree not to comment or post information about that site, product, or service without disclosing your interest. You also agree to never to post under an assumed name or use a false identity on the Site(s) for personal gain, or to avoid disclosing your interest. You agree not to post unfavourable information about any competing business or service without disclosing your business interests. You also will not have another person to make such comments or posts for your benefit or gain.

5. Jurisdiction and Binding Arbitration

These Terms, as well as the Privacy Policy for the Sites, shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to conflict of laws principles. You consent to the exclusive jurisdiction and venue in the courts of the United Kingdom. for any and all disputes arising out of or relating to the Privacy Policy, Terms and Conditions and/or the Sites. These Terms and the Privacy Policy constitute written agreements between you and The SEJ with respect to the Sites, your access, and your conduct. The Terms and our Privacy Policy as published on the Sites supersede any other communications and/or proposals (whether oral, written, or electronic) with respect to the Sites.

10 Membership Terms and Conditions

- 1) You must not give members pages access details to any other person or organisation they are for your sole use.
- 2) You will have access to the SEJ Process Pre-recorded event and resources for the duration of your membership
- 3) You will have access to the SEJ Practice Workshops for the duration of your membership.
- 4) We reserve the right to cancel the SEJ Practice Workshops at any point in the future should the need arise, for example for annual leave, Bank Holidays or emergencies.

- 5) We reserve the right to cancel your membership if you do not abide by these terms or are for any reason considered to have brought the SEJ Services into disrepute.
- 6) The term of your membership plan begins once you submit your payment.
- 7) Monthly membership plans: You may cancel your membership at any time via email at enquiries@thesej.co.uk. Please allow 5 working days before your next payment is due to allow processing of your cancellation.
- 8) Yearly membership plans: You are entitled to a full refund if you notify via email at enquiries@thesej.co.uk within the first 7 days of your membership plan. This is subject to you not accessing any of the downloads or recordings within the membership area.

If you have accessed any of the downloads or recordings within the members area during this time, no refund will be due.

- 9) Events are recorded. However, we do not use any materials unless you give your prior permission. You will be given notification on the live events if they are going to be recorded.
- 10) When it comes to your personal data, we always follow the terms in our privacy policy. Details of the policy can be found within this document.
- 11) Our complaints Policy is available on request.

11 Process Terms and Conditions.

- 1) Any information provided to access events is for a single individual only and should not be shared with any other person.
- 2) Any information provided to access the Be Depression Free - Family event is for a maximum of 4 family members and must include at least 1 adult parent/guardian.
- 3) We reserve the right to cancel events should an unforeseen circumstance arise.
- 4) We reserve the right to cancel access to or remove you from events if you do not abide by these terms or are for any reason considered to have brought The SEJ Services into disrepute.
- 5) Cancellations made 3 weeks or more in advance of the event start time, will receive a 100% refund. Cancellations made 2 weeks before the event start time will receive a 50% refund. Any cancellation made less than 2 weeks before the event start time will not receive a refund. All cancellation requests need to be made via email to enquiries@thesej.co.uk
- 6) These events are recorded. However, we do not use any materials unless you give your prior permission. You will be given notification on the live events if they are going to be recorded.
- 7) When it comes to your personal data, we always follow the terms in our privacy policy. Details of the policy can be found at the Privacy Policy section of this document.
- 8) Our Complaints Policy is available on request.

12 SEJ Practice Workshop Terms and Conditions.

- 1) Any information provided to access the SEJ Practice Workshop event is for a single individual only and should not be shared with any other person.
- 2) We reserve the right to cancel an event should an unforeseen circumstance arise,

annual leave, Bank Holidays, or an illness. You will be notified of the cancellation and will be able to attend the next event.

4) We reserve the right to cancel access to or remove you from the event if you do not abide by these terms or are for any reason considered to have brought SEJ into disrepute.

5) If you are unable to attend the Practice Workshop for any reason, please contact enquiries@thesej.co.uk as you will be eligible to attend the next event or request a refund less administrative fee of £5. You must notify us via email at least 72 hours before the next event starts. If you do not attend the event or fail to notify via email at least 72 hours before the event, no refund or further events will be offered.

6) These events are recorded. However, we do not use any materials unless you give your prior permission. You will be given notification on the live events if they are going to be recorded.

7) When it comes to your personal data, we always follow the terms in our privacy policy. Details of the policy can be found within this document

8) Our Complaints Policy is available on request.

13 SEJ Books Terms and Conditions.

The contents of any book may not be reproduced, copied, stored, or transmitted in any form or by any means - graphic, electronic, or mechanical, including photocopying, recording, or information storage and retrieval systems except for short extracts for quotation or review, without the written permission of the publisher.

The information contained in any book is intended to be educational and not for diagnosis, prescription, or treatment of any health disorder whatsoever. This information should not replace consultation with a competent healthcare professional. The content of the book is intended to be used as an adjunct to a rational and responsible healthcare program prescribed by a healthcare professional. The author of any book is in no way liable for any misuse of the material.

14 Money Back Guarantee.

All money back guarantees are subject to requirements being met by the purchaser.

SEJ Process Training: We guarantee to refund all money as long as the purchaser has attended the SEJ Process Training in full, accessed and used online resources, and attended a minimum of ten SEJ Practice Workshops, evidencing practice of the SEJ Process during the Workshop events.

Welcome to SEJ Course Management Agreement

In these terms and conditions, **'you'** or **'your'** refers to the user or viewer of our SEJ Training / Membership course content.

'Course Content' means the content of Courses, including the Downloadable Material.

'Courses' means the courses made available on our website or your course management system, that you have been granted access to via the login details you have been provided with, URL or video format.

'Downloadable Material' means any materials that you are expressly invited to download as part of a Course.

If you continue to use our SEJ Training / Membership course content you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our SEJ Training / Membership course content.

1. Licence to use our SEJ Training / Membership course content.

1.1. You may:

1.1.1. access the Courses on our website using a website browser, or your course management system.

1.1.2. download Downloadable Material, store and view them on your computer, and print copies of them, in each case for your own personal use, and providing that such printing is not systematic or excessive. Nor shared with anyone else.

1.2. You must not:

1.2.1. edit, modify, adapt or alter any material on our SEJ Training / Membership course content including Course Content;

1.2.2. reverse engineer, decompile or disassemble any material on our SEJ Training / Membership course content including Course Content;

1.2.3. publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute any material on our SEJ Training / Membership course content, including Course Content;

1.2.4. show any material from our SEJ Training / Membership course content, including Course Content, in public;

1.2.5. use any material or any part of any material on our SEJ Training / Membership course content, including Course Content, in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;

1.2.6. use any material on our SEJ Training / Membership course content, including Course Content, to compete with the SEJ and associated works.

1.2.7. use any material or any part of any material on our SEJ Training / Membership course content, including Course Content, for a commercial purpose.

1.3. You must retain, and must not delete, obscure or remove, any and all copyright notices and other proprietary notices in the Course Content, including the Downloadable Material.

1.4. You acknowledge that the Downloadable Material may be protected by digital rights management technology and that we may use that technology to enforce the provisions of these terms.

1.5. You may not authorise any third party to access or use our SEJ Training / Membership course content without our prior agreement.

1.6. Except as expressly permitted by Section 1.1 or the other provisions of these terms, you must not download any material from our SEJ Training / Membership course content or save any such material to your personal/business/settings computer.

1.7. You may only use our SEJ Training / Membership course content for your own personal / professional learning and development purposes; you must not use our SEJ Training / Membership course content for any other purposes.

1.8 You may have access to SEJ Training / Membership course content for as long as the agreement permits. At the end of the agreed time you MUST delete all content from all systems of the SEJ Training / Membership.

2. Misuse of our SEJ Training / Membership course content.

2.1. You must not use our SEJ Training / Membership course content in any way or take any action that causes, or may cause, damage to our SEJ Training / Membership course content or impairment of the performance, availability, accessibility, integrity or security of our SEJ Training / Membership course content or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, or do anything that interferes with the normal use of our SEJ Training / Membership course content.

2.2. You may not create a link to our SEJ Training / Membership course content from another website or document without the SEJ's prior written consent.

2.3. Unauthorised use of our SEJ Training / Membership course content may give rise to a claim for damages and/or be a criminal offence.

3. User login details

3.1. You must keep your user login details and password confidential and notify us in writing immediately if you become aware of any disclosure of your password.

3.2. You are responsible for any activity on our SEJ Training / Membership course content arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

3.3. We have the right to disable any user login details or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

4. Availability of our SEJ Training / Membership course content

4.1. We reserve the right to suspend or restrict access to our SEJ Training / Membership course content, to areas of our SEJ Training / Membership course content and/or to functionality upon our SEJ Training / Membership course content. We may, for example, suspend access to our SEJ Training / Membership course content during server maintenance or when we update our SEJ Training / Membership course content. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our SEJ Training / Membership course content. We will try to give you reasonable notice of any suspension or restriction.

5. Disclaimers

5.1. Although every effort has been made to ensure the accuracy of Course Content at the time of publication, we make no warranties, representations or guarantees of any kind that the Course Content is accurate, complete, up to date or fit for any particular purpose.

5.2. The Course Content is not intended to amount to advice on which you should rely, and you should take professional or specialist advice before taking, or refraining from, any action on the basis of Course Content. See Medical Disclamier.

5.3. Our SEJ Training / Membership course content may include links to other websites or details of external sources of further information or assistance provided by third parties. These links are provided for your convenience to provide further information. They do not signify that we endorse, recommend or approve the websites, information or third parties. We have no control over, and accept no responsibility for, the contents of the linked websites or resources.

5.4. You acknowledge that Course Content may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

5.5. Your use of the Courses, Course Content and any other information or materials on our SEJ Training / Membership course content is entirely at your own

risk. It shall be your own responsibility to ensure that any Courses, Content or other information available through our SEJ Training / Membership course content meet your specific requirements.

6. Intellectual property

6.1. Our SEJ Training / Membership course content is Copyright (c) 2022 The SEJ.

6.2. Subject to Section 6.5, all copyright and other intellectual property rights in the materials contained on our SEJ Training / Membership course content and within the Courses, including but not limited to content, graphics, code, text, design, layout, look and appearance ('Materials'), are owned and controlled by us or our licensors.

6.3. All copyright and other intellectual property rights in our SEJ Training / Membership course content and the Courses available on our SEJ Training / Membership course content are reserved, except where otherwise indicated.

6.4. The Materials in whole or in part may not be modified, reproduced, republished, uploaded, posted, transmitted, displayed, distributed or exploited by you in any way. Such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of the SEJ, SEJ Training / Membership course content.

7. Limited warranties

7.1.. That our SEJ Training / Membership course content, Courses or any service on our LMS will remain available.

7.2. We reserve the right to discontinue or alter any or all of the Courses or other services on our SEJ Training / Membership course content, and to stop publishing our SEJ Training / Membership course content, at any time in our sole discretion without notice or explanation.

7.3. To the maximum extent permitted by applicable law and subject to Section 8.1, we exclude all representations and warranties relating to the subject matter of these terms, our SEJ Training / Membership course content and the use of our SEJ Training / Membership course content.

8. Limitations and exclusions of liability

8.1. Nothing in these terms and conditions will limit or exclude any liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation, limit any liabilities in any way that is not permitted under applicable law or exclude any liabilities that may not be excluded under applicable law.

8.2. The limitations and exclusions of liability set out in this Section 8 are subject to Section 8.1 and govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.4. We will not be liable to you in respect any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.

8.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

8.7. Our aggregate liability to you shall not exceed an amount equal to the price paid for the Courses.

8.8 We are not liable for any viewer/user decisions in terms of health and wellbeing, See Medical Disclaimer.

9. Processing of personal data collected via our LMS

9.1. If you are accessing our SEJ Training / Membership course content as an individual consumer user, we are the data controller for the personal data collected via our SEJ Training / Membership course content and in relation to your use of our SEJ Training / Membership course content. Please see our Privacy Policy for information about our processing of this personal data. If you wish to exercise any of your rights under data protection law in relation to this personal data, please contact us using any of the contact details or methods published on our website.

9.2. If you are accessing our SEJ Training / Membership course content as an employee / student / parents/carers / other of one of our clients, your employer / educational setting is the data controller for the personal data collected via our SEJ Training / Membership course content and in relation to your use of our SEJ Training / Membership course content, and we are acting as a data processor for your employer under a contract for the provision of our SEJ Training / Membership course content services. Please see our Privacy Policy for information about our processing of this personal data. However, please note that as your employer / educational setting is the data controller, you will need to contact your employer / educational setting if you wish to exercise any of your rights under data protection law in relation to this personal data.

10. Governing law and jurisdiction

10.1. These terms shall be governed by and construed in accordance with English law.

10.2. If you are accessing our SEJ Training / Membership course content as a consumer, any disputes relating to these terms shall be subject to the exclusive jurisdiction of the courts of England, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

10.3. If you are accessing our SEJ Training / Membership course content as a business or educational setting, any disputes relating to these terms shall be subject to the exclusive jurisdiction of the courts of England.

11. Changes to these terms

11.1. We amend these terms from time to time. Every time you wish to use our SEJ Training / Membership course content, please check these terms to ensure you understand the terms that apply at that time.

Available to view in support of these terms are:

1. Privacy Policy
2. Medical Disclaimer
3. Terms and Conditions

All are available via the website or can be requested via enquiries@thesej.co.uk

Updated 19th November 2022.