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You acknowledge and accept that your use of the Website is at your sole risk. You represent you have the legal capacity and authority to accept these Terms and you understand that some of these Terms may not apply to you but all the Terms are nonetheless binding. 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.

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## **Membership account sharing, transferring or sub-leasing**

The SEJ does not allow account ownership sharing (unless agreed through a contractual agreement i.e. education bespoke membership plan), 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.

## **User Behaviour**

You represent, warrant, and agree that no materials of any kind submitted or otherwise created, used, posted, transmitted, or shared by you or others through you on or through the Website will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights; or contain libellous, defamatory, or otherwise unlawful material. You further agree not to use the Website:

To take any unlawful or unauthorized actions or in any way damage, disable, overburden, or impair the Website or the intellectual property rights owned or licensed by us as described elsewhere herein;

To upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

To interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website; or

To upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.

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.

### **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.

### **Payments and Donations**

In the event you choose to make a monetary contribution through the Website, you agree to the following: If you are paying by credit card, you authorize us to charge your credit card for your chosen contribution amount, together with all applicable taxes or other duties or levies as appropriate to the purchaser's location, payable at the time of purchase. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

### **Updates**

From time to time, we may create updated versions of the Website without prior notice. Updates may be automatically transmitted to you and you accept such updates according to these Terms. Unless explicitly stated otherwise, all updates will be subject to these Terms, including any amendments to these Terms. Memberships and training access maybe offline or limited during this time, refunds for non-access does not apply, payment is required in full.

Digital Millennium Copyright Act. We comply with all copyright laws including the Digital Millennium Copyright Act (“DMCA”). If you believe the Website violates any copyright that you own or control, submit notification to us at the address provided in the “Contact” section that includes:

A physical or electronic signature of the copyright owner or a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works claimed to have been infringed;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled;

Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and email address at which you may be contacted;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent, or the law; and

A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

### **Third Party Sites**

The Website may contain (or may send you through or to) links to non-Website websites and/or software ("Third Party Sites"). We are not responsible for such Third Party Sites or for any content posted on, available through, or installed from such Third Party Sites. Inclusion of, linking to, or permitting the use or installation of such Third Party Sites does not imply approval or endorsement thereof by us. We shall have no responsibility or liability whatsoever for any Third Party Sites accessed through use of the Website. Your use and interaction with Third Party Sites may be subject to separate terms and conditions of such Third Party Sites. If you access Third Party Sites, you must comply with the terms and conditions that apply.

### **Third Party Conferencing / Video services**

The Website may offer Content through a third party service providing group video and audio meetings offered over the Internet. We do not control this third party service. You are bound by the terms and conditions of the third party service and consent to the use of such third party service. We cannot guarantee the security of personally identifiable information provided to or through the third party service. We are not responsible for any technical, hardware, software, or equipment malfunction, nor any occurrence beyond our reasonable control and you release us of any liability therefore. Payment in full for services provided is expected to be made.

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.

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### **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](mailto:enquiries@thesej.co.uk). Please allow 5 working days before your next payment is due to allow processing of your cancellation.

This is subject to you not accessing any of the downloads or recordings within the membership area for that given month. If you have accessed any of the downloads or recordings within the members area during this time, no refund will be due. Access to members areas and resources are audited and logged by the software system.

8) PLEASE NOTE: If you have signed up for a 12 month, pay per month contract you must pay for the full 12 months even if services are no longer used – i.e. Webinars and members area.

9) Yearly membership plans: You are entitled to a full refund if you notify via email at [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk) within the first 14 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. Access to members areas and resources are audited and logged by the software system.

10) Membership live events are sometimes 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.

11) 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.

12) Our complaints Policy is available on request.

13) Any discounts or special offers available to members only can be discontinued, altered, or subject to change at our discretion without prior notice.

### **Booking Terms and Conditions**

1) Booking for events are only confirmed once payment has been made.

2) Any information provided to access events is for a single individual only and should not be shared with any other person.

3) 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.

4) We reserve the right to cancel events should an unforeseen circumstance arise.

5) 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.

6) Cancellation: **Training Events** – Cooling off period: if you change your mind for any reason within 14 days of booking you will be entitled to a full refund, unless services have been accessed and used to which you will be required to pay for the extent of use. Full refunds will be given up to 21 days prior to event start date, after which a payment of 50% of event fee will be charged.

Cancellation: **1-1 appointments:** 24-hour notice is required to cancel an appointment, less than 24 hours' notice, will require payment to be made in full.

All cancellation requests need to be made via email to [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

7) If you are paying for an event on contract payment with a 30 day payment term, payment must be made as per agreement and any overdue payment will be subject to a minimum of 1% maximum 8% of the total fee in interest.

We reserve the right to charge interest at 8% with a late payment administration fee of £10.

8) Our 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.

9) 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 Notices section of this document.

10) Our Complaints Policy is available on request.

### **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.

3) Occasionally a guest presenter may oversee the SEJ Practice Workshop, although we aim to give advance notice this may not always be possible, especially in cases of emergencies.

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 (not applicable to members, pay as you use only), if cancelled within 14 days, after which an admin fee of £5 is payable. You must notify us via email at least 72 hours before the next event starts if you wish to attend another event. If you do not attend the event or fail to notify via email at least 24 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.

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### **Privacy Notice**

The information we obtain through your use of the Website is subject to our Privacy Notice and is specifically incorporated by reference into these Terms.

### **Suspension**

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Website, with or without notice and for any reason, including breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Website and reporting you to the proper authorities. Any part of these Terms intended to apply following termination will so apply.

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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.

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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 other countries law to the contrary.

### **Liability**

You hereby agree that we, along with our subsidiaries, affiliates, and assigns, and each of their directors, officers, agents, contractors, partners, employees and volunteers, shall not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, loss of data, injury, death, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Website or Services, however caused; unauthorized or accidental access to or alteration of data; statements or conduct of any third party; or any matter relating to the use of the Website or Services; and even if we have been advised of the possibility of such damages. Some countries do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you but they shall apply to the maximum extent permitted by law.

### **Indemnification**

You do hereby indemnify and hold us, our subsidiaries, affiliates, and assigns, and our and their directors, officers, agents, contractors, partners, employees, volunteers harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable legal fees, arising out of these Terms or in connection with any use of the Website or Services including, but not limited to, any damages, losses, or liabilities whatsoever with respect to or arising from the possession, use, or operation of the Website or Services.

## **Severability**

If any provision of these Terms is found unenforceable or illegal, we may reform such provision to make it enforceable and legal or such provision may be severed and in either case these Terms with such provision reformed or severed will remain in full force and effect to the fullest extent permitted by law. Our failure to enforce any part or portion of these Terms shall not be considered a waiver.

## **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.

## **Complaints and Disputes**

We hope to address all of your claims through good faith negotiation and ask that you contact us at the address listed in the Contact section with any issues you may have regarding the Website or these Terms. Any dispute, controversy, or claim arising out of or related to these Terms, or the breach thereof, which cannot be resolved by good faith negotiation between the parties shall be settled by confidential independent binding arbitration by the appropriate organisations. Any resulting resolution may include the award of related fees and costs, including reasonable attorneys' fees, and may be entered in any court of competent jurisdiction.

## **Jurisdiction and Binding Arbitration**

These Terms, as well as the Privacy Notice 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 Notice constitute written agreements between you and The SEJ with respect to the Sites, your access, and your conduct. The Terms and our Privacy Notice as published on the Sites supersede any other communications and/or proposals (whether oral, written, or electronic) with respect to the Sites.

## **INTERNATIONAL USE**

The SEJ Sites and Services are controlled and operated by The SEJ from its headquarters in the United Kingdom. As the Sites are hosted on the worldwide web, access may be available in other countries. We are happy to make the content, products, and/or services available to people in any country where legal to do so. And while we are not currently aware of any country that bans information of this type, nor specifically the information we provide, we make no representation that materials on the Sites are appropriate or legal for use in any locations outside the United Kingdom. The laws regarding the use of our training webinars and the dissemination of privately produced video via the Internet may vary in different countries. If you have access to the Sites from a location outside the United Kingdom, you and you alone are responsible for compliance with all applicable laws of your jurisdiction. Accessing the Sites from any country where the contents are deemed illegal or where they are contrary to regulations is prohibited and definitely not recommended by us, as we do not

fancy prisons, foreign or domestic. If you choose to access the Sites from other locations, you do so on your own initiative and at your own risk. You are responsible for compliance with local laws and/or the consequences of violating such laws or regulations.

### **Entire Agreement**

These Terms constitute the entire agreement between you and us relating to the subject matter hereof and supersede all prior understandings, promises, and undertakings, if any, made orally or in writing with respect to the subject matter hereof. You may not assign any of these Terms. We may assign all or any portion of these Terms in our sole discretion. No modification, amendment, waiver, termination, or discharge of any portion of these Terms shall be binding unless executed and confirmed in writing by us.

### **Contact**

If you have any questions regarding these Terms, please contact:

The SEJ

enquiries@thesej.co.uk

## **Privacy Notice**

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

This Privacy Notice ("Privacy Notice") applies to the websites [www.bedepressionfree.co.uk](http://www.bedepressionfree.co.uk) , [www.thesej.co.uk](http://www.thesej.co.uk), [www.jacquelinemaryphillips.com](http://www.jacquelinemaryphillips.com) [www.staymentallyhealthy.org.uk](http://www.staymentallyhealthy.org.uk) [www.personalempowerment.me.uk](http://www.personalempowerment.me.uk) [www.thesejeducation.org.uk](http://www.thesejeducation.org.uk) provided by The SEJ, including but not limited to the sites at websites [www.bedepressionfree.co.uk](http://www.bedepressionfree.co.uk) , [www.thesej.co.uk](http://www.thesej.co.uk), [www.jacquelinemaryphillips.com](http://www.jacquelinemaryphillips.com) [www.staymentallyhealthy.org.uk](http://www.staymentallyhealthy.org.uk) [www.personalempowerment.me.uk](http://www.personalempowerment.me.uk) [www.thesejeducation.org.uk](http://www.thesejeducation.org.uk) as well as to any services, and/or products offered on such website. Other websites may be added at any time. (hereafter the "Sites").

The SEJ values privacy – ours and yours. To help maintain your privacy and the security of your personal information, we communicate all of our privacy policies to The SEJ employees and agents, and volunteers, and we internally enforce privacy safeguards. Most recently we have implemented our UK DPA 2018 and UK-GDPR compliance efforts with respect to our customers in the EU.

We've developed this Privacy Notice to explain how we collect, use, disclose, transfer, and store information received from you in connection with the Sites and all forms of communication and interaction with the SEJ business. Before disclosing information to us, please familiarise yourself with our privacy practices so you can understand how your information may be used by The SEJ.

### **Our Collection and Use of Information:**

The SEJ may collect information in a number of ways from users who access our Sites or services. We collect personal and non-personal information in various ways. The only PII collected from you has been voluntarily submitted and provided to us through your use of the Website or in response to requests for information. You may provide your information to us to receive a product, service, or communication from us; we may request your information to better serve you, or we may require your information in order to be able complete a transaction (e.g. a purchase) or provide access (e.g. to a paid service).

## 1. Collection of Personal Information

Personal information (or “Personally Identifiable Information” or “PII”) is information and data that can be used to specifically identify or contact a single person. You may be asked to provide your personal information when you contact The SEJ for any reason. The SEJ may share your personal information internally. If we do, we will use it in accordance with this Privacy Notice. We may also combine personal information with other information to help us to develop or improve our products, services, content, communications, and/or advertising, or to provide improved user experiences for you.

### Personal information we collect

Examples of some types of personal information The SEJ may collect in connection with the Sites and how we may use it include the following:

- When you purchase, register, or log in to use products, or services, request support, register for a webinar, live workshop, or training, provide feedback on a product, or participate in a promotion, contest or online survey, or respond to an advertisement, we may collect a variety of information, including your name, mailing address, phone number, email address, contact preferences, and/or social media credentials. Voluntary testimonials given in the form of emails, videos. The SEJ does not directly collect credit card numbers in connection with the [www.bedepressionfree.co.uk](http://www.bedepressionfree.co.uk), [www.thesej.co.uk](http://www.thesej.co.uk), [www.jacquelinemaryphillips.com](http://www.jacquelinemaryphillips.com), [www.staymentallyhealthy.org.uk](http://www.staymentallyhealthy.org.uk), [www.personalempowerment.me.uk](http://www.personalempowerment.me.uk), [www.thesejeducation.org.uk](http://www.thesejeducation.org.uk) or on the websites provided in connection therewith. Payments for those products/services are made through other means or sites and thus we do not collect or store credit card numbers in connection with any of those products/services that this Policy applies to.
- We may also ask for certain information only in circumstances where required by law.

### How we use your personal information

- **Optional Communications:** The personal information we collect allows us to provide you with The SEJ’s latest product announcements, helpful tips, and information, special offers, and upcoming events. If you don’t want to receive these communications, or do not wish to be on our mailing list, you can opt-out of receiving them. Each communication will provide opt-out directions, and you can also generally opt-out via your account dashboard if you are a registered user, client, or customer. The information in connection with these optional communications and your responses help us to improve our products, services, content, and advertising.
- We also use personal information to help us develop, deliver, improve, and customize our, products, services, content, and advertising and to provide a better user experience for every user of our, products, and services.
- **Important Communications:** We may use your personal information to send important communications, e.g., about your purchases of, products, or services, material changes to our terms, conditions, and policies (including this Privacy Notice), or changes (including regulatory changes) that impact your use of The SEJ, products, or services. As this information is vital to your interaction with The SEJ, you may NOT opt-out of receiving these communications if you wish to continue to use the Sites or any, products, or services offered in connection with the Sites.

- We may also use personal information for internal purposes such as auditing, data analysis, and research to improve The SEJ's products, services, communications, support and/or help functions, and user interfaces.
- If you enter into a promotion such as a contest, a giveaway, a one-time or special offer, or similar promotion, we may use the information you provide to administer those programs.
- If we become involved in a legal process as a result of your actions on the Sites, or in connection with any, products, or services offered via the Sites, we may be required to disclose your PII or PIFI to a government authority, or a third party who e.g., issues legal proceedings that require us to provide it. Our response(s) to any such legal process will be handled on a case-by-case basis following the advice of our attorneys.
- We may disclose PII or other information if required to do so by law or in the good-faith belief that such action is necessary including to the right authorities and government agencies to comply with applicable laws. We also reserve the right to disclose PII or other information that we believe, in good faith, is appropriate or necessary to: (i) take precautions against liability; (ii) protect from fraudulent, abusive, or unlawful uses or activity; (iii) investigate and defend against any third-party claims or allegations; or (iv) protect our property or other legal rights, enforce our contracts, or protect the rights, property, or safety of others.
- Change in Structure/Ownership. Information, including PII, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets and only if the recipient of the PII commits to a Privacy Notice that has terms substantially consistent with this Privacy Notice.
- Testimonials. We may display personal testimonials on the Website in addition to other endorsements. With your consent, we may post your testimonial along with your full name, occupation, area, employment. Equally testimonials can be anonymous. If you wish to update or delete your testimonial, please contact us as provided in the "Contact" section.
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

## **UK DPA 2018**

CONSENT: The SEJ will continue to respect and value privacy and will adhere to the regulations laid out in the UK DPA 2018. To the extent commercially practicable, and in accordance with legal or regulatory requirements we obtain your clear, informed consent before collecting your personal data. We will also always work to balance obtaining clear consent by providing useful and powerful platforms and convenient and graceful user interfaces.

## **2. Collection of Non-Personal Information**

We may make certain automatically-collected, aggregated, or otherwise non-personally identifiable information available to third parties for various purposes, including: (i) compliance with reporting obligations; and (ii) business or marketing purposes.

Information of a type or in a form that does not permit direct identification of or association with any specific individual is 'non-personal information.' Combinations of personal and non-personal information are considered personal information if the combined information can be used to identify or contact any specific individual(s). Aggregated data is considered non-personal information for the purposes of this Privacy Notice as long as it cannot be used to identify or contact any specific individual. Internet Protocol (IP) addresses and certain other identifiers may be

considered personal information under various local laws; we endeavour to comply with the laws and regulations that are applicable to us.

### **How we collect and use your non-personal information**

We may collect, use, transfer, and disclose non-personal information for any purpose. The following are some examples of non-personal information that we collect and how we may use it:

- We may collect non-personal information (e.g., demographic information) regarding our customers collectively including information such as age, gender, occupation, preferred language, postcode, geographic location, or the time zone from which customers access the Sites, products, or services. Such non-personal information is used so that we can better understand who our customers are, and their behaviour generally with regards to the Sites, and to improve our products, services, communications, support, help, user experiences, and advertising for our customers.
- We also may collect non-personal information regarding customer activities on the Sites or use of the The SEJ, products, and services. This information is aggregated and used to help us provide more useful information to our customers and to understand which parts of the Sites, or our, products, and services are of most interest or which can be improved. Non-personal support or help request data may be used to improve our or the Sites, communications, and user interfaces, or to allow us to provide additional product or service offerings to our present or future customers.
- We may collect non-personal information regarding the digital footprints of our customers with respect to the pages or content you view or interact with on the Website, and the dates and times of your access or use of the Website accessing the Sites, or any related, products, or services including mobile and non-mobile access, specific types of devices being used, unique device IDs, type of browser(s) being used, networks that our customers use, and other non-personal information. This information may be used to improve the Sites, , products, or services including but not limited to their performance, functionality, design, or responsiveness.

### **3. Cookies and Other Technologies**

To help The SEJ serve you better, we use technological means to better understand and adapt to user behaviour. To accomplish this, the Sites, as well as our online and services, email messages, and advertisements may use cookies or related technology such as pixel tags, clear gifs, and web beacons. These technologies help us to know which parts of the Sites people have visited and provide data to aid us in understanding the effectiveness of the services, our advertisements, and web searches. These data are used to improve our, products, services, communications, and advertisements. We generally consider such information collected through the use of cookies and other technologies as non-personal information and treat it accordingly.

We may use automatically collected information and other information collected on the Website through cookies and similar technologies to: (i) personalize Website services; (ii) monitor and analyse the effectiveness of the Website; and (iii) monitor aggregate site usage metrics such as number of visitors and pages viewed. Cookies may be either “persistent” cookies or “session” cookies. A persistent cookie will be stored by a web browser and will remain valid until its set expiration date, unless deleted by you prior to the expiration date; a session cookie will expire at the end of your use of the Website when the web browser is closed. The Website may include third-party analytics cookies. Third-party cookies may collect information regarding your interaction and preferences with specific sites and applications through the Website.

We also use cookies and other technologies to remember personal information when you use the Sites, products, or services. These uses are intended to improve your personal experience. For example, we can provide better and more personal results if we 'remember' your preferred settings, your name, and such.

The SEJ may use cookies or other technologies in connection with certain advertising services to determine your experience with our content including whether an ad is likely to be of interest to you, whether or not you are served a particular ad and the number of times you are served a particular ad. These technologies allow us to measure the effectiveness of our ad campaigns. You may have options for opting out of such targeted ads. You should contact your service provider or your mobile provider to inquire about how to do so.

The SEJ also uses specific technologies in connection with certain communications such as emails that may be used to track actions by recipients. For example, these communications may include one or more clickable text or graphics that include URLs that link to content on the Sites. However, these URLs may pass through a web server that tracks the click before arriving at the linked content on the Sites. The tracked data can help The SEJ determine the effectiveness of our communications to users and customers, or to gauge interest in specific topics. If you prefer not to have your responses to such communications tracked in this manner, do not click links in the email messages. Such communications may also include pixel tags that can tell us whether e.g., an email has been opened. We may use this information to throttle the number of messages sent to users or customers or to remove people who do not read or interact with our communications from one or more lists.

We also use cookies to track certain behaviours of unknown visitors on our site. E.g., if you visit our site by following a link in an email from a third party or in an advertisement from such a party, we may track that behaviour. In such cases, we may not have any personally identifying information about you at that time; however, if you later sign up for a product or service, or make a purchase, we may be able to associate your past behaviours on our sites with you thereafter.

Cookies and other technologies can generally be controlled on your devices. If you want to disable cookies and you should review your privacy or security settings. Please note that certain features of the Sites or related, products, or services may not be available if you have cookies disabled on your device. We will typically try to warn you that a page or feature you are trying to reach will not function without cookies enabled. If you have your cookies on your device or browser disabled and are having difficulties, you may wish to enable them to see if the problem is resolved.

We may obtain information, including PII, from third parties and sources other than the Website. If information from other sources is combined or associated with PII collected through the Website, this combined information will be treated as PII in accordance with this Privacy Notice. We may also receive information about you, including log and usage data and cookie information, from third-party sites that integrate our services, including embeds and advertising technology.

#### **4. Log Files**

As part of standard protocols, The SEJ's servers automatically gather certain information and store it in log files. This information may include date/time stamp of access, Internet Protocol (IP) address(es), device type, operating system, browser, and version, language, log-in details, Internet Service Provider (ISP), referring page, exit page, and other data.

These log files are useful for a number of purposes including helping The SEJ to maintain security, measure relative usage, understand and analyse trends regarding users, server access, load, or server problems, more effectively and efficiently administer the Sites, as well as related, products, services, or communications, and gather non-personal demographic information about our users. Consistent with the provisions of this Privacy Notice, The SEJ may use the data in its Log Files in a variety of ways useful to its business or to provide better experiences for its users and customers.

## **5. Social Media**

The SEJ may collect certain information from you if you interact with us via social media such as Facebook, Twitter, LinkedIn, Google+, Instagram, and other such services. For example, you may be given the option to register for webinars, take advantage of special offers, receive mailings, newsletters or the like, via your social media account. The information we receive or collect from such social media, and our ability to collect it, may depend on the social media site, its policies, and its requirements or its technology. We may collect the information you provide from these social media interactions and may use it for various purposes to improve our services or your experience or to contact you regarding the reason you connected with us or with additional offers in the future. Of course, you have the opportunity to opt-out at any time provided we do not require a means of contacting you to fulfil your request.

### **YouTube, Google, and other Social Media / Media Sharing.**

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 Notice](#). 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.

### **Disclosure to Third Parties**

At times The SEJ may make certain personal information available to strategic partners that work with us to provide, products, and services, or that help us serve our customers. Personal information will only be shared by The SEJ to provide or improve the Sites, and our, products, services, and advertising.

### **Content Generated by You**

Content generated by you and posted to the Website is your sole and exclusive responsibility and we have no responsibility or liability for such content. Any information you voluntarily display on the Website to the public or members of the Website will be available to any individual who has access to that content. Further, search engines may index your user generated content such that it may be found on and through common search engines. We cannot and will not guarantee the safety or security of your user generated content.

### **A. Service Providers**

To provide its various products or services, The SEJ works with third-party providers, who may be located wherever The SEJ operates, or in any other location. Such companies provide services to The SEJ. Examples may include information processing, emailing services, server hosting, transaction processing and banking services, video hosting, product/service delivery, communications, managing

and enhancing customer data, providing technical support and/or customer service, and conducting customer research or satisfaction surveys. At any given time, The SEJ may work with one or more such providers. We will only provide personal information to these companies where required for them to provide their services, or to improve our products or services for our customers. These companies are contractually obligated to protect your information.

## **B. Others**

The SEJ will not share PII with third parties for their marketing purposes. In some cases, The SEJ may be required by legal process to disclose your personal information. Such disclosure may be compelled by applicable law, regulation, judicial order, and/or lawful requests from local authorities. The SEJ may also disclose information about you if we determine, in our sole discretion, that disclosure is necessary or appropriate to ensure the safety of any individual(s), or for purposes of national security, law enforcement, or other issues of public importance.

If the Sites and/or, products, or services, or The SEJ becomes the subject of a reorganisation under the bankruptcy law, a merger, a sale, or other change in control, any and all personal information in The SEJ control will be transferred to the trustee, debtor in possession, successor, acquirer, or such other third party as will control The SEJ, the Sites, and/or , products, or services thereafter.

We reserve the right to disclose personal information if we reasonably believe that disclosure is necessary to protect our users, customers, or the public, prevent fraud or financial wrongdoing, or in any action to enforce our Terms, and Conditions, or other policies regarding The SEJ

## **UK DPA 2018 Perspective**

DISCLOSURE and USE: The SEJ will let users know to whom we are disclosing personal information, and how it is being used. Of course, you should already know that we only use personal information to provide the services that you want. We are in the business of providing industry-leading platforms and will continue to do just that.

## **Personal Information Protection**

The SEJ uses commercially reasonable security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. We restrict access of personal information to our employees, contractors, and/or agents who need to know that information in order to process it on our behalf. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution if they fail to meet these obligations. The SEJ and its third-party providers use Secure Sockets Layer (SSL) encryption on all web pages where personal information, including financial information, is transmitted.

You are solely responsible for any personal information you choose to submit on non-secure sites including but not limited to any discussion forums or public comment threads on the Sites, or any social media sites, groups, or threads related to the Sites or the related, products, or services.

## **Data Security**

We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. Credit card transactions and order fulfilment processed through the Website may be handled by established third party banking institutions and processing agents. We maintain appropriate administrative, technical, and physical safeguards to protect PII against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure

or access, misuse, and any other unlawful form of processing of the PII in our possession. This may include, for example, firewalls, SSL technology, application-layer security features, password protection, and other access and authentication controls. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. We cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If you believe your PII has been compromised, please contact us at the address provided in the “Contact” section. If we learn of a security systems breach, we will inform you and the authorities of the occurrence of the breach in accordance with applicable law.

### **Data Retention**

We only retain the PII collected from you for a limited period of time as long as we need such data to fulfil the purposes for which it was initially collected, unless otherwise required by law. It may take additional time for your personal data to be de-indexed from search engines, depending on those search engines’ practices, over which we may have limited or no control. We will retain and use information as necessary to comply with legal obligations, resolution of disputes, and enforcement of our agreements.

We engage in public or peer-reviewed scientific, historical, or statistical research in the public interests with 3<sup>rd</sup> party organisations and therefore adhere to all other applicable ethics and privacy laws. We are not liable for any 3<sup>rd</sup> party organisations misuse or sharing of data and in agreement with this policy you will therefore not hold us liable for any breach of data confidentiality.

### **Access to Your Personal Information**

The SEJ customers should periodically log in to review your name, contact information and other readily available personal information, and to ensure they are accurate, complete, and up to date. You can make changes to your information.

You can request access to any personal information we have for you. We will make a good faith effort to provide you with access to reasonably accessible information. You can request that we correct the data if it is inaccurate or delete your personal data. The SEJ will comply with such requests if they are reasonable, and we will delete your data if The SEJ is not required to retain it by law and does not require it for legitimate business purposes. We may reserve the right to refuse deletion requests that we believe require undue time, or technical effort, or where not provided by local law. We also reserve the right to deny or delay requests where the personal information is scheduled to be deleted as part of any upcoming purge of data that is not being retained. Requests for access, correction, or deletion can be submitted to [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk) At your request, we will have any reference to you deleted or blocked from our records. We may retain some information you submit for backups, archiving, prevention of fraud and abuse, analytics, satisfaction of legal obligations, or where we otherwise reasonably believe there is a legitimate reason to do so.

You may control the Website’s use of cookies. Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject first- and third-party cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of some Website services.

You may, at any time, decline to share certain PII with us, in which case we may not be able to provide to you some of the features and functionality of the Website.

At any time, you may object to the processing of your PII, on legitimate grounds, except if otherwise permitted by applicable law. You always have a right to lodge a complaint with data protection authorities.

If you receive commercial emails from us, you may unsubscribe or opt-out at any time via a link in the email you receive or by contacting us as set forth in the “Contact” section. Please be aware that it may take up to 14 business days for us to process your request. Additionally, even after you opt-out from receiving commercial messages, you may continue to receive administrative messages regarding the Website.

### **UK DPA 2018 Perspective**

The RIGHT to KNOW and the RIGHT to BE FORGOTTEN: The UK DPA 2018 gives you these rights and The SEJ has worked to provide state of the art tools to enable every user to know what we know and to ask us to ‘forget’ them. Of course, we think it would be foolish since you would no longer be able to use our platforms, but the UK DPA 2018 gives you that right as well.

### **Links to Third-Party Sites**

The Sites, products, services, and communications may contain links to third-party websites, products, or services. Information collected by third parties is governed by their privacy practices, not this Privacy Notice. Please be aware when you leave the Sites and understand that you are subject to a third party’s Privacy Notice except when you are on the Sites or using The SEJ’s related products, or services.

Third Party Servers – Certain information stored or transmitted by us hereunder, including PII, may be stored, managed, or otherwise handled by third parties. You understand and agree that we are not liable, accountable, or otherwise responsible for information communicated to or through third party servers and you hereby release us from any associated liability or responsibility consistent with the indemnifications, liability limitations, and Privacy Notice included herein.

### **EUROPEAN UNION Users: The UK-GDPR**

On or before May 25th, 2018 The SEJ was a fully compliant Processor of Personal Data under the GDPR. If you have any questions with regard to your EU customer’s data, feel free to contact us at [enquires@thesej.co.uk](mailto:enquires@thesej.co.uk)

The SEJ is now compliant with UK DPA 2018

### **Changes to this Privacy Notice and Privacy Questions**

If you have any questions or concerns about this Privacy Notice, please email us at [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

This Privacy Notice is subject to change from time to time at The SEJ’s sole discretion. Please check this page periodically for changes. Any such changes to the Privacy Notice will be available on this page. If the policy has been changed in a material way, a notice will be posted on our website along with a link to the updated Privacy Notice. Your continued use of our site following the posting of changes to these terms will mean you accept the changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.

This Privacy Notice identifies the categories of personally identifiable information that our company collects through our website or online services about individual consumers who use or visit The SEJ's commercial websites or online services in connection with Be Depression Free, and The SEJ websites and the categories of third-party persons or entities with whom our company may share that personally identifiable information.

The SEJ does not maintain an online process for an individual consumer who uses or visits our commercial website or online service to review and request changes to any of his or her personally identifiable information that is collected through our website or online service.

See the section above titled "Changes To This Privacy Notice" for a description of the process by which our company notifies consumers who use or visit our commercial website or online service of material changes to our company's Privacy Notice for this website or online service.

The effective date of this Privacy Notice is listed at the end of this Privacy Notice under the heading, "Last Updated."

The term "personally identifiable information" means individually identifiable information about an individual consumer collected online via the Sites from an individual and maintained by us in an accessible form and may include any of the following:

1. A first and last name;
2. A home or other physical address, including street name and name of a city or town;
3. An e-mail address;
4. A telephone number;
5. Any other identifier that permits the physical or online contacting of a specific individual; and
6. Information concerning a user that the Sites collect online, from the user, and which is maintained in personally identifiable form, in combination with an identifier described within this Privacy Notice.

### **"Cookies" and How We Use Them**

A "cookie" is a small data file that can be placed on your hard drive when you visit certain websites. The Sites may use cookies to collect, store, and sometimes track information for purposes stated earlier as well as for statistical purposes to improve the products and services we provide and to manage our telecommunications networks. We may also use cookies for purposes of personalizing your experience on the Sites, or for providing online behavioural advertising such a retargeting or remarketing. These uses provide you with additional opportunities to take advantage of our services or products and provide us with additional opportunities to reach you with personalized offers more tailored to your interests. Advertisers and partners may also use their own cookies (e.g., on their own sites). The SEJ does not control any third party's use of such cookies and we expressly disclaim responsibility for information collected by or through them.

### **Public Areas & Social Media**

Any information you disclose in any public areas of our website or the Internet, including via social media becomes public information. You should exercise caution when deciding to disclose personal information in these public areas.

This Privacy Notice does not create any contractual or other legal rights in or on behalf of The SEJ or any other party and is not intended to create any such rights.

### **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.

Questions about this Privacy Notice may be directed to us at:

#### **Contact:**

- Email: [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

Last updated on 22nd June 2023

## **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 and course content connected to the SEJ Training or resources on the membership area.

1.2.2. reverse engineer, decompile or disassemble any material and course content connected to the SEJ Training or resources on the membership area.

1.2.3. publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute any material and course content connected to the SEJ Training or resources on the membership area.

1.2.4. show any material and course content connected to the SEJ Training or resources on the membership area, in public.

1.2.5. use any material and course content connected to the SEJ Training or resources on the membership area, 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 and course content connected to the SEJ Training or resources on the membership area, to compete with the SEJ and associated works.

1.2.7. use any material and course content connected to the SEJ Training or resources on the membership area, 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. If you are the representative of an organisation / educational setting you are solely responsible for login and must not share with any member of your organisation/setting unless contractually agreed.

3.2. You are responsible for any activity linked to our SEJ Training / Membership course content, any failure to keep your password confidential may result in you being held liable for any losses arising out of such a failure to act responsibly.

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 Disclaimer.

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. If you are representing an organisation / education setting it is your responsibility to ensure all these terms and conditions are notified and adhered to by end users. You may for example wish to refer users to the website to view the Terms and Conditions prior to use of any service.

## **6. Intellectual property**

6.1. Our SEJ Training / Membership course content is Copyright (c) 2023 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 as much as is possible allowing for extenuating circumstances.

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 Notice 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 Notice 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.

Questions about this Course Management Agreement may be directed to us at:

**Contact:**

- Email: [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

Last updated on 22nd June 2023

## Medical Disclaimer

### **This website does not provide medical advice and is for information and educational purposes only**

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

Medical Disclaimer: The SEJ and all its services.

Please Note – When we reference Be Depression Free within this document, we are also referring to The SEJ (Self Empowerment Journey) which is the trading name of this process. All content, training, consultations, services and media on the Be Depression Free website ([www.bedepressionfree.co.uk](http://www.bedepressionfree.co.uk)) and the Self-Empowerment Journey website ([www.thesej.co.uk](http://www.thesej.co.uk)), and [www.jacquelinemaryphillip.com](http://www.jacquelinemaryphillip.com), [www.personalempowerment.me.uk](http://www.personalempowerment.me.uk) [www.staymentallyhealthy.org.uk](http://www.staymentallyhealthy.org.uk) [www.thesejeducation.org.uk](http://www.thesejeducation.org.uk) plus other websites owned by the SEJ including Social Media posts is created and published online for informational purposes only. It is not intended to be a substitute for professional medical advice and should not be relied on as health or personal advice.

All information, services, training, content is provided for information and educational purposes only and is not a substitute for medical advice.

Always seek the guidance of your doctor or other qualified health professional with any questions you may have regarding your health or a medical condition. You must consult a medical professional or healthcare provider if you are seeking medical advice, diagnoses, or treatment.

Never disregard the advice of a medical professional, or delay in seeking it because of something you have read on any of our Websites/social media, training, consultations, product, book or services.

If you think you may have a medical emergency, call your doctor, go to the nearest hospital emergency department, or call the emergency services immediately. If you choose to rely on any information provided by Be Depression Free, or all other SEJ owned websites, you do so solely at your own risk.

External (outbound) links to other websites or educational material (For example PDF's) that are not explicitly created by Be Depression Free or The SEJ services/websites are followed at your own risk. Under no circumstances is any of the websites or services owned by the SEJ responsible for the claims of third-party websites or educational providers. If you wish to seek clarification on the above matters, please don't hesitate to get in touch with The SEJ. You can contact us via the Contact Page on our Websites or via email at [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk).

Your continued access or use of the Sites is your acceptance of the foregoing Terms and Conditions in their entirety.

#### **Contact**

If you have any questions regarding this Medical Disclaimer, these questions may be directed to: [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

This document was last updated on 27<sup>th</sup> June 2023