

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using this website (our site).

Who we are and how to contact us

Our site is operated by Five Areas Limited ("we/us"). We are a limited company registered in England and Wales under company number 06420019 and have our registered office at 49 Norwood Grove, Harrogate, North Yorkshire, England HG3 2XL. Our trading name is Living Life to the Full and our main trading address is Suite 0-07, Titan Enterprise Business Centre, 1 Aurora Avenue, Clydebank, West Dunbartonshire, G81 1BF. Our VAT number is 0984921475.

To contact us, please use our Contact Us form at www.lltff.com/contact or telephone our customer service line on 01360 661078.

What we do

The content on our site is provided for general information and educational purposes only.

We are an educational life skills provider only, using materials based on cognitive behavioural therapy (CBT) principles. The products, services and digital content we supply are not intended to serve as clinical or medical advice, diagnosis or treatment on which you should rely and should not be used as such.

While care has been taken in developing and producing these materials, and we hope you find them of assistance, we do not warrant or guarantee that their use will achieve any particular result. As a result we (including our presenters and developers) do not accept any liability in relation to the use of our products, services and/or digital content. When we supply you with translations of our books, course modules and worksheets these have been created to the best of our ability using trusted third party translation services, academic or other trusted translators, however, we are not responsible for any errors, inaccuracies or omissions contained therein.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

Acceptance of our terms

By using our site, 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 site.

We recommend that you save a copy of these terms for future reference. There are other terms that may apply to you. These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy www.lltff.com/privacy .
- Our Cookie Policy www.lltff.com/cookies, which sets out information about the cookies on our site.

If you purchase goods, services or digital content from our site, our Online shop terms and conditions of supply www.lltff.com/shopterms will apply to any purchases you make.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in May 2020.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, an individual user identification or access code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any individual user identification or access code 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.

If you know or suspect that anyone other than you knows your user identification or access code or password, you must promptly notify us using our Contact Us Page at www.lltff.com/contact.

How you may use material on our site

We are the owner, licensee or entitled to use all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one or more copies of course worksheets for your own personal use in your own life, or in your own work. You may also download audio files of the Tension Control Training 1 and 2 recordings. You may not download or print extracts, of any page(s), modules or books from our site for either your personal or clinical use. No distribution of any of our materials is permitted.

If you are a supporter, practitioner or supporting organisation using our site along with a user or users, it is your responsibility to judge the appropriateness of any particular resource on our site for each user. You are only permitted to use the resources on our site to support, train and/or advise individual users. Any access codes you receive as part of the registration process to enable access to extended content will be active for a period of 12 months from first use. You may purchase additional access codes for extended content for individual users via our online shop (www.lltff.com/shop). Access codes purchased via our shop will be active for a period of 6 or 12 months from the date of purchase.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us. If you wish to use any of our materials for purposes related to providing commercial health services, health insurance, professional employment services or any other commercial service please contact us using our Contact Us page at www.lltff.com/contact

You must not modify the paper or digital copies of any worksheets you have printed off, accessed or downloaded in any way other than for your own personal use in your own life. No other resources may be saved or printed, and you must not upload, save, use or distribute any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

If you print off, copy, download or otherwise use any part of our site or the materials contained in it in breach of these terms of use, your right to use our site and those materials will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You may be liable to pay compensation to the authors for copyright, trademark or other intellectual property infringement.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

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

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our shop terms and conditions at www.lltff.com/shopterms.

If you are a business user or practitioner:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

When we are the Data Controller: When you register with us or you purchase products from our shop we are responsible for determining the purposes and manner of the processing that takes place. In these circumstances we are the data controller and we will only use your personal data as set out in our Privacy Policy (www.lltff.com/privacy).

When we are the Data Processor: When you provide information on our site in response to questionnaires or supply mood ratings or other feedback using our products (“Response Data”) we are a data processor in relation to that Personal Data (as defined in the Data Protection Act 2018) and we will only process that Personal Data in so far as it is necessary to supply the functionality which allows you to do so and which enables a nominated supporter and/or commissioning organisation to communicate with you and check on your progress (the “Services”). For the purposes of the following paragraphs, Data Protection Legislation shall mean the Data Protection Act 2018 and any other European Union legislation relating to personal data.

In these circumstances we:

- shall process the Response Data only in accordance with these terms of use and any lawful instructions reasonably given by you from time to time;
- all individuals involved in the provision of the Services on our behalf shall be subject to appropriate obligations of confidentiality;
- warrant that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of Personal Data as required by Data Protection Legislation;

- shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist you with your obligations in relation to the exercise of data subject's rights as required by Data Protection Legislation;
- shall not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - we have provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

however you acknowledge that we are authorised to transfer Personal Data to Mirata Limited, our third party hosting service provider, on condition that any such transfer and engagement will be in accordance with the conditions listed above and that we remain fully liable to you for the performance of such third party's obligations;

- shall ensure that any engagement of a third party processor shall be on terms which are no less protective of the Personal Data than these terms of use, and we shall remain fully liable to you for the performance of a third party processor's obligations;
- shall notify you without undue delay after becoming aware of any breach of Data Protection Legislation relating to the Personal Data. Such notification shall:
 - include information on the nature of the breach and the data involved;
 - describe the categories and approximate number of individuals concerned and the likely consequences;
 - describe the measures taken or proposed to be taken to address the issue; and
 - provide contact details for you to obtain more information on the issue.
- shall, either delete or return all Personal Data to you (at your option) when the provision of the Services has been concluded, except where we are required to retain any such Personal Data under any separate legal obligation;
- shall make available to you such information as you may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by you in relation to the demonstration of such compliance;
- you acknowledge and agree that the personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out the Services and our other obligations under

these terms of use, subject to appropriate safeguards being in place as required under Data Protection Legislation;

- you shall ensure that you are entitled to transfer the relevant Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with these terms of use on your behalf; and
- both acknowledge that the nature, purpose and duration of the processing activities to be carried out under these terms of use, and the type of a personal data and data subjects concerned, shall be as stated in, or reasonably inferred from, these terms of use.

Acceptable Use Policy

Whenever you make use of a feature that allows you to upload content to or use interactive content on our site, you must comply with the following content standards and acceptable use guidelines:

You may use our site only for lawful purposes. **You may not use our site:**

- For commercial purposes unless that has been agreed in writing in advance with us and you have paid the appropriate licence fee.
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms of use.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;

- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

Interactive services

Some of our worksheets and online courses are interactive.

Where we provide an interactive service, it is not moderated or checked by us and is only accessible by you and your supporter or practitioner if you have one and you have agreed that they should have access and/or the organisation who provided you with access to our resources. No other third parties will have access to your interactive content unless you agree to it (e.g. to take part in a research program which you have consented to)

We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. Please ensure you always log out of our website before leaving your computer. This is to prevent someone else viewing your personal information while you are away.

You retain all of your ownership rights in your content. You agree that any such content may be accessed and used by us for research and evaluation purposes only.

You are solely responsible for securing and backing up your content.

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

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

You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

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

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

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

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

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than as set out above, please contact www.lltff.com/contact

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Scottish law. You and we both agree that the courts of Scotland will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of England or Wales, you may also bring proceedings in England or Wales.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scottish law. We both agree to the exclusive jurisdiction of the courts of Scotland.

Our trade marks are registered

Five Areas, Worry Gym and **LLTF** are UK registered trade marks of Five Areas Resources Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under *How you may use material on our site* as set out above.