

End User Terms for the OK Positive Platform

About these terms (“Terms”)

OK Positive Limited (“we”/“our”/“us”) provides individuals, organisations and companies with work place mental health support services (“Support Services”) through our our platform (“Platform”) accessible via our app (“App”) or our website at www.okpositive.org (“Website”).

These Terms set out the terms and conditions for use of our Platform when we provide you with the Support Services. By using, registering or logging in to use our Platform, you are entering into a legally binding agreement with us based on these Terms. If you do not agree to these Terms, then you must refrain from using the Support Services and Platform or we may otherwise refuse to provide the Support Services to you.

We reserve the right to amend these Terms from time to time and will email to alert you to any new terms or notify you of the change via the Platform. Your continued use of the Support Services will be deemed to be acceptance of any new terms.

Who we are

OK Positive Limited is a limited liability company incorporated in Scotland. Our company number is SC636353, and our registered office is at 1/7 Barony Place, Edinburgh, United Kingdom, EH3 6PB.

About the Support Services

The Platform allows us to provide the Support Services as described on the App and Website.

The Platform is for Users only. A User is an individual who uses, or registers to use, the Platform for the Support Services.

Your obligations

You must comply with your obligations as set out in these Terms.

- In order to qualify to use the Support Services you must meet the following criteria, and accordingly you warrant that: you are over 18; you have full authority to enter in these Terms; you are not currently restricted from using the Support Services; and you shall not infringe our rights, including intellectual property rights we may have in the Platform;
- If you are a registered User, you shall keep your password secure for use of the Support Services and not permit others to use the account which is created to access the Platform (“Account”). You are responsible for anything that happens through your Account until it is closed down unless the account security has been compromised through no fault of your own. If you discover any unauthorised use of your Account you must promptly let us know. We have the right to disable your Account at any time if in our opinion you have failed to comply with any of the provisions of these Terms. You must not allow other persons to use your Account.
- You shall provide us, or our authorised representative, with all relevant and accurate information in order to provide the Support Services in accordance with these Terms.
- You must comply with our Acceptable Use policy as set out below, and any applicable laws, regulations and codes of conduct.
- You agree to indemnify us against all damages, losses and costs which we may incur due to your failure to comply with these Terms to the fullest extent permitted by law.

Acceptable Use

- You shall not store or transmit any material during the use of the Platform that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or racially offensive.
- You shall not send or transmit any material which infringes any third party intellectual property rights.

- You shall not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or similar manual process, to:
 - Continuously and automatically search, scrape, extract, deep link or index any content from the Platform; or
 - Harvest personal information from the Support Services for purposes of sending illegal, unsolicited or unauthorized material.
- You shall not attempt to use any device or software to avoid robot exclusions files or banners.
- You shall not create a false identity or submit inaccurate, false or misleading information.
- You must not transfer or sell your Account or password to anyone.
- You must not make any commercial use of the Support Services unless otherwise permitted by these Terms or other written agreement entered into with us.
- You shall not transmit any unsolicited advertising such as spam or junk mail.
- You shall not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- You shall not damage, disable, overburden, impair or compromise our systems or security or interfere with other Users.
- You shall not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or any related software.
- You shall not conduct fraudulent activities.
- You shall not attempt to gain unauthorised access to the server on which the Platform runs or any server, computer or database connected to the Platform.
- You shall not cause third parties to engage in the restricted activities above.

Your rights

On condition that you comply with your obligations under these Terms, we grant you a limited, non-exclusive, non-transferable licence to access the Platform and use the Support Services in accordance with these Terms.

Rights in the Support Services

We own or validly license all intellectual property rights in the Support Services, and in the material published by us on the Platform. Except to the extent set out in these Terms, or otherwise agreed in writing between you and us, you are not permitted to use such intellectual property rights.

Your Content

You retain ownership over your content uploaded to the Platform. You grant us and our third party partners a non-exclusive, perpetual, worldwide, royalty free, fully paid up, sub-licensable and transferable licence to use, copy and distribute any such content you upload to the Platform solely for the purpose of providing the Support Services. We have the right to remove any content you upload to the Platform in our sole discretion without cause.

Data Privacy

We are committed to protecting and respecting your privacy. What personal data we collect, how and why we process your data, our legal basis for processing your data and your rights in relation to your data are set out in our Privacy Policy <https://www.okpositive.org/privacy-policy>

Availability of Support Services

We shall use commercially reasonable endeavours to make the Support Services available 24 hours a day, seven days a week, except for planned or unplanned maintenance.

You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Account Cancellation

Users may cancel their Accounts at any time. To cancel your Account, please **contact us at info@okpositive.co.uk**

We reserve the right to immediately suspend or cancel your Account should you fail to comply with these Terms.

Disclaimer and Liability

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation committed by us; or
- any other loss which cannot be excluded by law.

Otherwise, your use of the Support Services and Platform is entirely at your own risk and, to the fullest extent permitted by law, we, and any third party provider used by us to provide the Support Services and the Platform, shall not have any liability in relation to any loss, claim or damage arising from or related to your use or provision of the Support Services.

The Support Services are provided on an 'as is' and 'as available' basis and to the extent permitted by law, without any warranties or guarantees of any kind. In particular, we make no warranty or guarantee that:

- the Support Services will meet your requirements or expectations or that it will be error free;
- the information provided by the Support Services, Website or App can be used or otherwise applied to achieve a specific result or outcome.

Indemnity

You agree to indemnify us against all claims, loss or damage which we sustain or are likely to sustain as a consequence of your breach of these Terms to the fullest extent permitted by law.

General

If we choose to waive any particular right which it has under these Terms on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of these Terms is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the agreement we have with you.

You are not entitled to transfer or assign your rights and obligations under the agreement we have with you to anyone else without our prior written permission.

If there are any disputes arising out of your use of the Platform or Support Services, or otherwise relating to the Agreement, then these will be governed by the laws of Scotland, and subject to the exclusive jurisdiction of the Scottish courts.