

BWRT NOW WEBSITE TERMS & CONDITIONS

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Please read these terms of use carefully before you start to use this site, as these will apply to your use of this site. BWRT Now recommends that you print a copy of these terms for future reference.

INTRODUCTION

These terms and conditions govern your use of BWRT Now (this website); by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you are asked not to use this website.

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You must not use the BWRT Now website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without BWRT Now's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without BWRT Now's express written consent.

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CHANGES TO THIS WEBSITE

BWRT Now may update this site from time to time and may change the content at any time. However, please note that any of the content on this site may be out of date at any given time, and BWRT Now are under no obligation to update it.

BWRT Now does not guarantee that this site, or any content on it, will be free from errors or omissions.

ACCESSING THIS WEBSITE

Access to this site is made available free of charge, although online consultations which are provided for by way of a third-party software, such as Zoom, are charged for.

BWRT Now does not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to this site is permitted on a temporary basis. BWRT Now may suspend, withdraw, discontinue, or change all or any part of this site without notice. BWRT Now will not be liable to you if for any reason this site is unavailable at any time or for any period except in relation to pre-arranged online psychotherapy services. Under these circumstances BWRT Now will use our reasonable endeavours to arrange an alternative consultation. In the event that a mutually

agreeable consultation cannot be arranged our liability will be limited to the sums paid in advance in respect of the online consultation services.

You are responsible for making all arrangements necessary for you to have access to our site.

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.

NO WARRANTIES

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Without prejudice to the generality of the foregoing paragraph, BWRT Now does not warrant that the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or financial matter you should consult an appropriate professional. If you are seeking psychotherapy, coaching, or mental health services from BWRT Now, these services must be rendered in person with a minimum full consultation session, unless otherwise explicitly arranged with BWRT Now. No content on this website constitutes advice, mental health counselling, coaching, psychotherapy, or any other manner of service.

LIMITATIONS OF LIABILITY

To the extent permitted by law, BWRT Now excludes all conditions, warranties, representations, or other terms which may apply to our site or any content on it, whether express or implied. BWRT Now will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

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- use of or reliance on any free content displayed on this site.
- to the extent that the website is provided free-of-charge, for any direct loss; or
- for any indirect, special, or consequential loss.

If you are a business user, please note that, we will not be liable for:

- loss of profits, sales, business, or revenue.
- business interruption.

- loss of anticipated savings.
- loss or corruption of information or data.
- loss of business opportunity, goodwill, or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that Lisa Home Psychotherapy only provides this site for domestic and private use. You agree not to use this site for any commercial or business purposes, and BWRT Now has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

BWRT Now will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

BWRT Now assumes no responsibility for the content of websites linked on this site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

These limitations of liability apply even if BWRT Now has been expressly advised of the potential loss.

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Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit BWRT Now's liability in respect of any:

- death or personal injury caused by BWRT Now's negligence.
- fraud or fraudulent misrepresentation on the part of BWRT Now; or
- matter which it would be illegal or unlawful for BWRT Now to exclude or limit, or to attempt or purport to exclude or limit, its liability.

REASONABLENESS

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

VIRUSES

BWRT Now does not guarantee that this 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 misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. 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. BWRT Now will report any such breach to the relevant authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this site will cease immediately.

LINKING TO THIS WEBSITE

You may link to this site, provided you have sought written authorisation to do so from BWRT Now. If permission is granted you must link to this site in a way that is fair and legal and does not damage BWRT Now's 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 the part of BWRT Now where none exists.

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

BWRT Now reserves the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of content on this site other than that set out above, please contact BWRT Now in the first instance.

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Where this site contains links to other sites and resources provided by third parties, these links are provided for your information only.

BWRT Now has no control over the contents of those sites or resources.

OTHER PARTIES

You accept that, as a limited liability entity BWRT Now has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against BWRT Now's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect BWRT Now's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as BWRT Now, itself.

UNENFORCEABLE PROVISIONS

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

INDEMNITY

You hereby indemnify BWRT Now and undertake to keep BWRT Now indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by BWRT Now to a third party in settlement of a claim or dispute on the advice of BWRT Now's legal advisers) incurred or suffered by BWRT Now arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to BWRT Now other rights under these terms and conditions, if you breach these terms and conditions in any way, BWRT Now may take such action as BWRT Now deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

VARIATION

BWRT Now may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

ASSIGNMENT

BWRT Now may transfer, sub-contract or otherwise deal with BWRT Now's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

ENTIRE AGREEMENT

These terms and conditions, together with Data Protection & GDPR privacy laws that protect current and future BWRT Now patient information, constitute the entire agreement between you and BWRT Now in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

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- 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.

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