

**Positive Stories**  
TERMS & CONDITIONS

**WEBSITE TERMS AND CONDITIONS**  
**[POSITIVESTORIES.ORG]**

**1 INTRODUCTION**

- 11.1 [positivestories.org] and its associated services, applications and features, including but not limited to its podcast and chatbot service (“Site”), is owned and operated by Positive Stories C.I.C which is registered in the United Kingdom (“Company”). In these Terms and Conditions (“Terms”), “us”, “we” and “our” refer to the Company and references to “you” or “your” is to you, the user.
- 11.2 All notices, enquiries, complaints can be communicated to the Company at: [contact@positivestories.org].

**2 AGREEMENT**

- 2.1 By using the Site you agree to be bound by the Terms. If you do not agree with these Terms, you must stop using this site and leave it immediately.
- 2.2 We may change, update or amend these Terms at our absolute discretion without notice.

**3 PRIVACY**

- 3.1 You acknowledge and accept the terms and conditions of the Site’s Privacy Policy.
- 3.2 You agree that you will not do anything that shall compromise the Company’s compliance with its Privacy Policy nor do anything contrary to the Privacy Policy insofar as your use of the Site is concerned.
- 3.3 We may amend the Privacy Policy from time-to-time.
- 3.4 Our Privacy Policy can be found at [<https://www.positivestories.org/legal-terms/>].

**4 LICENSE TO USE THE SITE**

- 4.1 You are granted a non-exclusive, limited and revocable license to access the Site and use its functionality on the condition that:
- (a) You are over the age of 18;
  - (b) You only use the Site for lawful purposes;
  - (c) You do not engage in any improper, indecent or offensive behaviour while using the Site;
  - (d) You are not breaking any local, state, federal or national law in your relevant jurisdiction (or the state that the Company is registered in) by accessing this Site; and
  - (e) You will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting

or otherwise demeaning to the human standard of any other person (as determined by us).

## **5 AVAILABILITY**

- 5.1 By using this Site you agree that we accept no responsibility for this Site or any of its Services being unavailable, and we make no warranties or guarantees, implied or express, as to the ongoing availability of the Site or any of its Services.
- 5.2 You agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access this Site or parts of it.
- 5.3 We may change, update or otherwise amend the Site at our absolute discretion and without notice.

## **6 CONTENT AND PUBLICATION**

- 6.1 In respect of any content that you upload to the Site or submit to us, you warrant that it is:
- (a) To the best of your knowledge, accurate;
  - (b) Compliant with these Terms;
  - (c) Free of any computer virus or malicious code;
  - (d) Not false, defamatory, misleading or otherwise deceptive in any way; or
  - (e) Not uploaded in breach of the intellectual property rights of any third party.
- 6.2 You agree that you are liable for and indemnify us against any and all liability, loss, costs and expenses arising from or incurred in connection with your breach of any warranty in these Terms.
- 6.3 We make no warranties as to the accuracy of any content posted by any user of this Site, and will accept no liability for errors or omissions in general.
- 6.4 We reserve the right, at our absolute discretion, to remove, amend, edit or in any other way change any post or upload by a user of the Site.
- 6.5 By posting or uploading material to the Site, you grant us a world-wide, non-exclusive, unlimited and irrevocable right to use, publish, market, advertise or otherwise promote the content you post, other than sensitive personal data, which is managed in accordance with our Privacy Policy.

## **7 INTELLECTUAL PROPERTY**

- 7.1 All content on the Site is the copyright of the Company. Without the express written permission of the Company, you shall not:
- (a) Replicate all or part of the site in anyway; or
  - (b) Incorporate all or part of the Site in any other webpage, site, application or other digital or non-digital format.

7.2 The Company has moral & registered rights in its trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.

7.3 You agree that by using the Site you will not copy or use the Site for your own commercial purposes. You agree and warrant that you will not solicit the users of the Site to join another competing site or in anyway to stop using the Site in preference of using another site offering comparable services. You indemnify us for any loss or damage we suffer as a result of your breach of this warranty.

## **8 THIRD PARTY WEBSITES AND ADVERTISING**

8.1 The Site may contain information & advertising from third-party businesses, people & websites (“Third-Parties”). You consent to receiving this information as part of your use of the Site.

8.2 We are not responsible for any information transmitted by Third Parties or liable for any reliance you make upon the information or statements conveyed by Third Parties (or in relation to your dealings with Third Parties), nor are we responsible for the accuracy of any advertisements.

## **9 LIABILITY & INDEMNITY**

9.1 You agree that you use the Site at your own risk.

9.2 You acknowledge that the Company is not responsible for the conduct or activities of any user and that the Company is not liable for such under any circumstances.

9.3 You agree to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site, including any breach of these Terms.

9.4 In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Site or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

## **10 TERMINATION**

10.1 Either party may end the agreement arising from these terms and conditions immediately for any reason by giving the other party written notice. Where this agreement has been terminated you must immediately cease using the Site.

## **11 COMPLAINTS AND DISPUTES**

- 11.1 We reserve the right to remove any content from the Site that you post which is the subject of a complaint by another user, regardless of whether that complaint is justified or reasonable.
- 11.2 You agree to remove any contentious content immediately upon request by us.
- 11.3 If you have a complaint about content on the Site you should report it to us immediately. We may or may not investigate your complaint, depending on its nature.
- 11.4 If you have a dispute with us or another user in connection with the Site, you must report the dispute to us so that we may investigate and assist in the resolution of the dispute (where possible).

## **12 NOTICES**

- 12.1 We will send you notices and other correspondence to the details that you submit to the Site, or that you notify us of from time-to-time. It is your responsibility to notify us of any updated contact details as they change.
- 12.2 Email notice from us to you is effective notice under these Terms.

## **13 GENERAL**

- 13.1 You acknowledge that you have not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms.
- 13.2 The relationship between us and you under any agreement arising from these Terms does not form a joint venture or partnership.
- 13.3 No clause of this agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 13.4 Any agreement arising under these Terms will be governed by the laws of the state set out in the definition of Company. You agree to submit to the non-exclusive jurisdiction of courts with jurisdiction there.
- 13.5 Any clause of these Terms, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of the Terms.
- 13.6 The termination of any agreement arising from these Terms does not affect the parties' rights in respect of periods before the termination of this agreement.
- 13.7 Any agreement arising from these Terms shall be accepted electronically and the agreement formed & validly entered into electronically in accordance with the ***Electronic Communications Act 2000***.