

# TERMS OF SERVICE

These Subscriber TERMS OF SERVICE (“**Terms of Service**”) constitute a binding contract between you (“**Subscriber**” or “**Customer**” or “**you**”) and EMDR Solutions Online Ltd (“**Company**”), regarding the terms under which the Company will provide its Services.

**BY CLICKING ON THE BUTTON MARKED “I ACCEPT”, SUBSCRIBER OR CUSTOMER SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE (“Acceptance”).** Subscriber or Customer agrees that its assent, given electronically, will have the same legal effect as if it had been personally signed by Subscriber or Customer. To the extent permitted by law, these Terms of Service are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Service for future reference.

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## 1) TERMINOLOGY.

- “**Authentication Information**” – refers to all passwords, usernames and other security information used to access the Website or parts of it.
- “**Effective Date**” - refers to the date that the Company confirms Subscriber’s and Customer’s right to use the Website.
- “**EMDRgateway.com**” is the name of the website owned by EMDR Solutions Online Ltd.
- “**Events Calendar**” – refers to a listing of international, national, regional and local EMDR conferences and meetings, including venues, speakers, costs etc. It is part of the Public Website that is available for use without the need to be a subscriber.
- “**Forum**” – refers to part of the Public Website where online discussion may take place on issues significant for the EMDR community. When available, this facility will be accessed without the need to be a subscriber.
- “**Members**” – refers to those who have purchased a subscription to the ‘**Subscription Website**’
- “**Notice Board**”- refers to a ‘space’ where advertising is welcomed from EMDR supervisors offering supervision, from those seeking supervision or from therapists seeking a therapist in a specific geographical areas. For security purposes, this information will only be accessible to those who are subscribers, and will be posted in that part of the site known as the ‘**Subscription Website**’.
- “**Public Website**” - means that portion of the Website that is available for use by any person without the need to be a Subscriber.
- “**Services**” - means the Public Website, the Subscription Website, and their entire contents, features and functionality (including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof).
  - “**Subscriber**” - refers to an individual or group including a member of a group that has the right to access the Subscription Website via a Subscription Fee (“**Paid Subscription**”), a Free Trial, or other basis such as a “User License”. A Subscriber must be at least 18 years of age (or, as applicable, the age of majority in the country, state or other jurisdiction in which the Subscriber

resides to access the Subscription Website), and possess the legal right and ability to enter into binding contracts.

- **“Subscription”** - refers to a right to use the applicable portion of the Subscription Website as a Subscriber under a Paid Subscription, Free Trial, or other form of right or licence to access the Subscription Website.
- **“Subscription Term”** - means the period of time that a Subscriber may utilize the applicable portion of the Subscription Website.
- **“Subscription Website”** - means the applicable portion of the Website that is available only to a Subscriber.
- **“Take away Section”** - refers to the files (documents, photos, and so on) that a Subscriber may access and/or download when visiting the Subscription Website.
- **“User License”**- refers to an agreement reached by the Company with an individual or entity that allows them to access the Video Library and to show videos to therapists being trained to use EMDR.
- **“User contributions”** – refer to user’s posts, advertisements, displays, information on the Website. All User Contributions must comply with Content standards set out in this document, and with any updates to these standards which may be made by the Company from time to time and published on the Website.
- **“Video Library”** - refers to the entire collection of videos demonstrating solutions to problems that may arise when therapists use EMDR with their clients, and any other video the Company may choose to include in or with that collection. This library is located on that part of the website known as the Subscription Website.
- **“Virus”** means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- **“Website”** - means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Company's website located at [www.EMDRgateway.com](http://www.EMDRgateway.com) (or such other web address notified by the Company to Subscribers at any time), and includes the entirety of both the Subscription Website and the Public Website.

## **2) INFORMATION ABOUT THE COMPANY.**

EMDR Solutions Online Ltd, Company Number 1137954, is a company whose registered office is in England and Wales at Ty Melin, Mill Row, Boughrood, Powys, LD3 0YD.

## **3) SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.**

- Subject to these Terms of Service, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicenseable right to access that portion of the Subscription Website applicable to the Subscription type or User License. By agreeing to grant such access, the Company does not obligate itself to

maintain the Website, or to maintain it in its present form. The Company may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).

- Subscriber agrees to treat passwords, usernames, and other security information (“**Authentication Information**”), as confidential and to not provide any other person or group with access to the Subscription Website or portions of it using Subscriber's Authentication Information. Subscriber will notify the Company immediately of any unauthorised access to, or use of, Authentication Information. The Company has the right to disable any Subscriber access to the Services at any time, in its sole discretion for any or no reason, including if, in the Company's opinion, Subscriber has violated any provision of these Terms of Service or appears likely to do so.
- Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The Company reserves the right to deny a Subscriber access to the Subscription Website if, in the Company's sole discretion, Subscriber has failed to abide by these Terms of Service or appears likely to do so.
- Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.
- Subscriber promises, acknowledges, and agrees on behalf of itself that:
  - Access privileges may not and will not be transferred to any third-parties;
  - It will not access, store, distribute or transmit any Viruses;
  - It will comply with all applicable laws and regulations with respect to use of the Services;
  - It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
  - It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
  - It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof unless specifically allowed under a ‘User License’;
  - It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
  - It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
  - It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

#### **4) USER OBLIGATIONS**

- Any User Contribution that is posted will be considered non-confidential and non-proprietary, to the extent permitted by law. By providing a Contribution, User grants the Company and its successors the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material. User promises that it owns or controls all rights in and to the User Contribution and has the right to grant such license to the Company. User agrees that it will have no claim or other recourse against the Company for infringement of any proprietary right with respect to the Contribution. User acknowledges and agrees that it waives any moral (or similar) rights that it may have in any territory in respect of User Contribution, including but not limited to, the right to be attributed as the author of the User Contribution.
- If a User Contribution is to be transmitted to other users of the Website or any third parties, User accepts that its User Contribution is posted on and transmitted to others at own risk. Additionally, the Company cannot control the actions of other users of the Website or any third parties with whom Contribution is shared. Therefore, the Company cannot and does not guarantee that User Contributions will not be viewed by unauthorized persons.
- User Contributions must be accurate and comply with all applicable laws in the country from which they are posted. User understands and acknowledges that it is responsible for any User Contributions it submits or contributes, and it, not the Company, has full responsibility for such content, including its legality, reliability, accuracy and appropriateness. The Company is not responsible, or liable to any third-party, for the content or accuracy of any User Contributions posted by Users of the Website.

#### **5). CONTENT STANDARDS**

These content standards apply to all User Contributions, which must in their entirety comply with all applicable local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any third-party
- Infringe the legal rights (including the right of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws
- Promote any illegal activity, or advocate, promote or assist any unlawful act
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization
- Involve commercial activities or sales

- Be likely to deceive or give the impression that they emanate from or are endorsed by us, or any other person or entity

## **6). MONITORING AND ENFORCEMENT; TERMINATION**

- The Company has the right, but not the obligation, to review, screen or edit any User Contribution. Users accept that such contributions do not reflect the views of Company and are not endorsed by the Company.
- The Company has the right to: (a) take any action with respect to User Contributions that is deemed necessary or appropriate; (b) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorised use of the Website; (c) terminate or suspend User access to all or part of the Website.
- Without limiting the foregoing, the Company has the right to fully cooperate with law enforcement authorities requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. The Company does not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or non-performance of the activities described in User Contributions.

## **7) AVAILABILITY OF WEBSITE.**

Subscriber recognises that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Website, or by issues which may from time-to-time affect the servers used by the Company, which Subscriber acknowledges are outwith the Company's control.

## **8) INTELLECTUAL PROPERTY RIGHTS.**

- The Services are owned by the Company, its licensors or other providers of such material, and are protected by United Kingdom and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- No right, title or interest in or to the Services or any portion thereof, is transferred to any Subscriber or Licenced User, and all rights, interests and permissions not expressly granted herein, are reserved by the Company.
- The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. Subscriber may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## 9) COMPANY OBLIGATIONS.

- The Company will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the Company, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company. If the Services are in non-conformance with the foregoing undertaking, the Company will, at its expense, use reasonable commercial endeavors to correct any such non-conformance promptly, or provide Subscriber with an alternative means of accomplishing the desired performance.
- The Company will make every reasonable effort to ensure that access to the Video Library is restricted to EMDR therapists who have at least level 1 training approved by one of more of the UK & Ireland EMDR Association, the EMDR International Association, the EMDR Europe Association, the EMDR Institute or EMDRIA.

## 10) FEES AND PAYMENT.

- **Subscription Fee.** Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term (“**Subscription Fee**”). The Company reserves the right to change the Subscription Fee with respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.
- **Free Trial.** If Subscriber cancels a Free Trial before it expires, Subscriber’s credit/debit card will not be charged. If Subscriber does not cancel before expiration of the Free Trial, Subscriber will automatically be enrolled in the appropriate membership (depending on Subscriber’s Free Trial sign-up choice), and Subscriber’s credit/debit card will be billed accordingly.
- **Payment Details.** Recurring charges are billed in advance of service. Subscriber agrees to provide the Company with valid, up-to-date and complete debit/credit card, contact and billing details. Subscriber further authorises the Company to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Subscriber’s credit/debit card company refuses to pay the amount billed for the Services, Subscriber agrees that Company may, at its option, suspend or terminate Subscriber’s subscription to the Services and require Subscriber to pay the overdue amount by other means acceptable to the Company. Company may charge a fee for reinstatement of suspended or terminated accounts. Subscriber agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse the Company for all expenses incurred to recover sums due, including lawyer fees and other legal expenses. Unless otherwise expressly stated, fees are stated in Sterling, Euros or United States dollars.
- **Taxes.** Subscriber is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, regional state, or local, however designated, which are levied or imposed by reason of the transaction contemplated

hereby, excluding, however, income taxes on profits which may be levied against the Company.

## 11) TERM AND TERMINATION.

- **Term.**
  - **General Subscription.** Subscriber may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date (“**Initial Term**”). Thereafter, the Subscription will renew automatically on the corresponding anniversary date (“**Renewal Date**”) of the Effective Date (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Subscription Term**”), until Subscriber notifies Company of its intention not to renew prior to the end of the then-current term.
  - **Free Trial Subscription.** Subscriber may cancel a Free Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the Free Trial will incur the relevant fee.
- **Termination.** The Company reserves the right to terminate or suspend access to all or any portion of the Services, without notice, for violation or suspected violation of these Terms of Service.
- **Effect of Termination.** Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.
- **Individual Subscription Termination (applicable only to residents of a member country within the European Union).** If you are an Individual Subscriber who is a resident of a European Union member country, then in addition to any other rights under these Terms of Service, you may cancel any Subscription for any reason during the fourteen (14) day period from the Effective Date by submitting a written cancellation request to Company. If you do so, and with respect to any paying Subscription, Company may, but is not obligated to, charge you a proportionate amount of the Subscription Fee for the part of the Subscription that you have used.

## 12) CONFIDENTIALITY.

Subscriber agrees to maintain the confidentiality of the Company’s Confidential Information. For the purposes of these Terms of Service, the term “Confidential Information” means all portions of the Services, including but not limited to, the Subscription Website.

## 13) THIRD PARTY LINKS OR INFORMATION.

This Website may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

#### **14) DISCLAIMERS OF STATEMENTS/WARRANTIES.**

Use of the services or items obtained through the services is at its own risk. The services are provided on an "as is" and "as available" basis, without any statements or warranties of any kind, either express or implied. Neither company, its affiliates nor any person associated with them makes any statement, warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the services. Without limiting the foregoing, neither company, its affiliates nor anyone associated with them promises that the services or items obtained through the services or any portion thereof, will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that the services or the website or the server that makes it available, are free of viruses or other harmful components, or that the services or items obtained through the services will otherwise meet subscriber's needs or expectations. Company and its affiliates hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law. No verbal or written representations, information or advice given by company, its affiliates or their authorized representative shall create a warranty or in any way increase the scope of this warranty.

#### **15) LIMITATION OF LIABILITY.**

- Company does not in any way exclude or limit its liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other matter for which it would be illegal for Company to exclude or attempt to exclude its liability.

##### **SECTION 15 (C) APPLIES TO INDIVIDUAL SUBSCRIBER RESIDENTS OF A EUROPEAN UNION MEMBER COUNTRY:**

- In no event will Company, its affiliates, licensors, employees, agents, officers or directors be liable to you or any third party for any indirect, consequential losses (where consequential losses means loss arising as a side effect of the main loss), which are not a reasonably foreseeable consequence of such main loss or damage. For the avoidance of doubt, this means that the consequential losses for which the Company will not be liable includes, but is not limited to, (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings (v) loss of data.

#### **16) INDEMNITY.**

Subscriber agrees to compensate and defend fully Company, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable lawyers' fees and other legal costs) resulting from any third-party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.



## **17) SURVIVAL.**

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

## **18) CHANGES.**

Except for any provisions determining the primary contractual obligations of Subscriber and Company hereunder, Company has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services following the posting of revised Terms of Service means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.

## **19) ASSIGNMENT.**

Subscriber may not transfer these Terms of Service, in whole or in part. Company may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

## **20) INJUNCTIONS.**

Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may seek an injunction to prevent Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek an injunction enjoining any breach or threatened breach or continuing breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.

## **21) GOVERNING LAW AND VENUE.**

These Terms of Service shall be construed and governed by the laws of England and Wales, without regard to the principles of conflict of laws thereof. Subscriber agrees and accepts that any legal action or proceeding shall be brought in the courts of England and Wales and Subscriber expressly waives any objection to personal jurisdiction, venue or forum non conveniens. Additionally, in the event of any dispute or claim relating to or arising out of these Terms of Service (including, but not limited to, any claims of breach of contract, tort,

infringement), Subscriber agrees that all such disputes/claims may be resolved by means of a court trial. **THE PRECEDING PROVISION REGARDING VENUE DOES NOT APPLY IF YOU ARE AN INDIVIDUAL SUBSCRIBER RESIDENT IN A MEMBER COUNTRY OF THE EUROPEAN UNION. IF YOU ARE A CONSUMER BASED IN THE EUROPEAN UNION, YOU MAY MAKE A CLAIM IN THE COURTS OF THE COUNTRY WHERE YOU RESIDE.**

## **22) FORCE MAJEURE.**

Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control (“**Force Majeure Event**”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Company’s reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labour disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

## **23) PRIVACY POLICY AND WEBSITE USE POLICY.**

Subscriber agrees to comply with the then-current Website Use Policy and Privacy Policy (collectively, the “**Policies**” and individually, the “**Policy**”). Company reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Subscriber’s continued use of any portion or all, of the Services, following the posting of a revised Policy means that Subscriber accepts and agrees to the changes. In the event of an express conflict between the Terms of Service and the terms of the Policies, the Terms of Service will prevail. For additional information, please see our Privacy Policy.

## **24) NO THIRD PARTY BENEFICIARIES.**

No person or entity not a party to these Terms of Service will be deemed to be a third party beneficiary of these Terms of Service or any provision hereof.

## **25) SEVERABILITY.**

If any provision of these Terms of Service are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

## **26) WAIVER AND AMENDMENT.**

If Company fails to insist upon strict performance of Subscriber's obligations under any of these terms and conditions, or if Company fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve Subscriber from compliance with such obligations. No waiver by Company of any default will constitute a waiver of any subsequent default, and no waiver by Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Subscriber in writing.

## **27) COMPLETE UNDERSTANDING.**

These Terms of Service, together with the Website Policy and the Privacy Policy, constitute the sole and entire agreement between Subscriber and Company with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.

**EFFECTIVE DATE: September 19, 2018**