



## **Website Terms and Conditions**

### **GriffinOT.com**

#### **1.0 Background**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, GriffinOT.com ("GriffinOT.com"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of GriffinOT.com. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using GriffinOT.com immediately.

#### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Content"** means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, GriffinOT.com;

**"GriffinOT" / "We"** means GriffinOT Ltd.

#### **2. Information About Us**

2.1 GriffinOT.com is owned and operated by GriffinOT Ltd, a limited company registered in England (Company Number 7140862), whose registered and trading address is King George V Lodge King George V Road Amersham HP6 5FB United Kingdom.

#### **3. Access to GriffinOT.com**

3.1 Access to the information pages and blog posts posted GriffinOT.com is free of charge. Access to our online training courses incurs a fee.

3.2 It is your responsibility to make any and all arrangements necessary in order to access GriffinOT.com.

3.3 Access to GriffinOT.com is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue GriffinOT.com (or any part of it) at any time and without notice. We will not be liable to you in any way if GriffinOT.com (or any part of it) is unavailable at any time and for any period.



## **4. Intellectual Property Rights**

4.1 All Content included on GriffinOT.com and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by GriffinOT Ltd. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties. All rights are reserved.

4.2 Subject to sub-Clauses 4.3 and 4.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use content from GriffinOT.com unless given express written permission to do so by Us.

4.3 You may:

4.3.1 Access, view and use GriffinOT.com in a web browser (including any web browsing capability built into other types of software or app or device);

4.3.2 Download GriffinOT.com (or any part of it) for caching;

4.3.3 Print pages from GriffinOT.com;

4.3.4 Share pages from the site on social media platforms provided you adhere to the conditions in section 5;

4.3.5 Download available pdf documents from pages on GriffinOT.com; and

4.3.6 Save pages from GriffinOT.com for later and/or offline viewing.

4.4 GriffinOT and/or Kim Griffin must always be acknowledged as the owner and author of all content on GriffinOT.com.

4.5 You may not use any content saved or downloaded from GriffinOT.com for commercial purposes without first obtaining a licence from GriffinOT Ltd to do so. This does not prohibit the normal access, viewing and use of GriffinOT.com for general information purposes whether by business users or consumers.

4.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

## **5. Links to GriffinOT.com**

5.1 You may link to GriffinOT.com provided that:

5.1.1 You do so in a fair and legal manner;



5.1.2 You do not do so in a manner that suggests any form of association with, endorsement/approval from GriffinOT Ltd where none exists;

5.1.3 You do not use any logos or © images displayed on GriffinOT.com without expressed written permission from GriffinOT Ltd; and

5.1.4 You do not do so in a way that is calculated to damage GriffinOT Ltd's reputation or to take unfair advantage of it.

5.2 You may link to any page of GriffinOT.com provided you comply with the remainder of this Clause 5.

5.3 Framing or embedding of GriffinOT.com on other websites is not permitted without express written permission from GriffinOT Ltd. Please contact support@griffinot.com for further information.

5.4 You may not link to GriffinOT.com from any other site the main content of which contains material that:

5.4.1 Is sexually explicit;

5.4.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;

5.4.3 Promotes violence;

5.4.4 Promotes or assists in any form of unlawful activity;

5.4.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

5.4.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

5.4.7 Is calculated or is otherwise likely to deceive another person;

5.4.8 Is designed or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

5.4.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);

5.4.10 Implies any form of affiliation with GriffinOT Ltd where none exists;

5.4.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or



5.4.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

5.5 The content restrictions in sub-Clause 5.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 5.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

## **6. Links to Other Sites**


Links to other sites may be included on GriffinOT.com. Unless expressly stated, these sites are not controlled by GriffinOT Ltd. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on GriffinOT.com is for information only and does not imply any endorsement of the sites themselves or of those in control of them. GriffinOT Ltd will periodically check links to other sites to ensure they contain the content that was initially intended but is unable to monitor these on a daily basis.

## **7. Disclaimers**

7.1 The Content on GriffinOT.com does not constitute advice on which you should solely rely. It is provided for general information purposes only. Professional or specialist advice is always recommended as the most accurate way to assess and support sensory processing and coordination disorders.

7.2 When using resources and recommendations on the GriffinOT.com site it is expected that:

7.2.1 The adult in charge will manage the child's behaviour and environment to ensure safety. This includes safety within the environment and also safety with the use of any equipment.

7.2.2 All precautions and recommendations stated within the material are adhered to (e.g.  red flags) and followed. This includes seeking additional professional advice when recommended.

7.2.3 Anyone using activity handouts and documentation included within GriffinOT Ltd training courses have completed the course that it is from. Activity handouts are not to be used stand alone in isolation of the training courses.

7.3 We make no representation, warranty, or guarantee that GriffinOT.com will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

7.3 We make reasonable efforts to ensure that the Content on GriffinOT.com is complete, accurate, and up-to-date. We do not, however, make any



representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

## **8. Our Liability**

8.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) GriffinOT.com or the use of or reliance upon any Content included on GriffinOT.com.

8.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to GriffinOT.com or any Content included on GriffinOT.com.

8.3 GriffinOT.com is intended for non-commercial use only. If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

8. GriffinOT Ltd exercises all reasonable skill and care to ensure that GriffinOT.com is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of GriffinOT.com (including the downloading of any Content from it) or any other site referred to on GriffinOT.com.

8.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of GriffinOT.com resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

8.6 Nothing in these Terms and Conditions excludes or restricts GriffinOT Ltd's liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **9. Viruses, Malware and Security**

9.1 We exercise all reasonable skill and care to ensure that GriffinOT.com is secure and free from viruses and other malware.

9.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.



9.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via GriffinOT.com.

9.4 You must not attempt to gain unauthorised access to any part of GriffinOT.com, the server on which GriffinOT.com is stored, or any other server, computer, or database connected to GriffinOT.com.

9.5 You must not attack GriffinOT.com by means of a denial of service attack, a distributed denial of service attack, or by any other means.

9.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use GriffinOT.com will cease immediately in the event of such a breach.

## **10. Acceptable Usage Policy**

10.1 You may only use GriffinOT.com in a manner that is lawful. Specifically:

10.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;

10.1.2 You must not use GriffinOT.com in any way, or for any purpose, that is unlawful or fraudulent;

10.1.3 You must not use GriffinOT.com to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

10.1.4 You must not use GriffinOT.com in any way, or for any purpose, that is intended to harm any person or persons in any way.

10.2 We reserve the right to suspend or terminate your access to GriffinOT.com if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

10.2.1 Suspend, whether temporarily or permanently, your right to access GriffinOT.com;

10.2.2 Issue you with a written warning;

10.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

10.2.4 Take further legal action against you as appropriate;



10.2.5 Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

10.2.6 Any other actions which We deem reasonably appropriate (and lawful).

10.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## **11. Privacy and Cookies**

Use of GriffinOT.com is also governed by the Cookie Policy and Privacy Policy, available at [www.GriffinOT.com/policies](http://www.GriffinOT.com/policies). These policies are incorporated into these Terms and Conditions by this reference.

## **12. Changes to these Terms and Conditions**

12.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of GriffinOT.com after the changes have been implemented. You are therefore advised to check this page from time to time.

12.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **13. Contacting GriffinOT Ltd**

To contact GriffinOT Ltd please email [support@griffinot.com](mailto:support@griffinot.com).

## **14. Communications from GriffinOT Ltd**

14.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

14.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by GriffinOT Ltd include an unsubscribe link. If you opt out of receiving emails from GriffinOT Ltd at any time, it may take up to 5 business days for your new preferences to take effect.

14.3 For questions or complaints about communications from GriffinOT Ltd (including, but not limited to marketing emails), please contact us at [support@griffinot.com](mailto:support@griffinot.com).



## **15. Data Protection**

15.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.

15.2 We may use your personal information to:

15.2.1 Reply to any communications you send to GriffinOT Ltd;

15.2.2 Send you important notices, as detailed in Clause 14;

15.2.3 Send you our newsletter where you have opted in to join this mailing list. Send you information on courses where you have opted in to join this mailing list.

15.3 We will not pass on your personal information to any third parties.

## **16. Law and Jurisdiction**

16.1 These Terms and Conditions, and the relationship between you and GriffinOT Ltd shall be governed by, and construed in accordance with, English law.

16.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and GriffinOT Ltd, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

16.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and GriffinOT Ltd, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **17. Refund Policy**

17.1 Books. In the event that a book arrives damaged we will replace the product. We do not offer returns for change of mind

17.2 Online Training: We offer a 15 calendar day refund policy on training that is purchased, provided less than 50% of the training videos have been completed.

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