Terms of Use

Please read carefully these Terms of Use before using the website or any of the other services, as they affect your legal rights and obligations.

Use of this website will be governed by these Terms of Use, which will apply to you whether you register with us or not. They form a legally binding agreement between you and Dieple Consulting & Training Limited. **By accessing this website, you are agreeing to the terms** of use that appear below.

1. Introduction and Definitions

The brands "Collectively Driven", "Career Sketching", "Dieple Virtual Service Hub" and "Where Ideas Launch" is owned and operated by Dieple Consulting & Training Limited (Company Number 11822562)

. Dieple Consulting & Training Limited is a company incorporated in England, and registered with Companies House with its registered office at The Quadrant Centre, Limes Road, Surrey, KT138DH United Kingdom

The services offered by **Dieple Consulting & Training Limited** through the Website include any features, content, or applications offered or made available from time to time by **Dieple Consulting & Training Limited** (collectively, the "Services"). All Services are delivered in the UK.

2. Acceptance

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of the Services. By using the Services, and in consideration of **Dieple Consulting & Training Limited** providing the Services to you, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you have not registered with the Website) or you are a "Member" (which means that you have registered an account with the Website). The term "User" refers to a Visitor or a Member. You are only authorised to use the Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully. If you do not agree with it, you should leave the Website and discontinue use of the Services immediately. If you wish to become a Member, and make use of the Services available only to Members, you must read this Agreement, before your register as a Member.

3. Modification

Dieple Consulting & Training Limited may modify this Agreement from time to time and such modification shall be effective upon posting by **Dieple Consulting & Training Limited** on the Website. We will provide a clear link within the Website to the then current Agreement. You agree to be bound by any changes to this Agreement when you access the Website or use the Services after any such modification is posted. If you do not agree to be bound by them, you should not use the Website or the Services.

4. Eligibility

By using the Services, you represent and warrant that (a) all registration information, or any other content you submit is truthful, accurate and not misleading; (b) you will maintain the accuracy of such information (including your email address) and remove or amend it when it is no longer accurate; (c) where registration as a Member is required in order to use a Service you are 18 years of age or older; and (d) your use of the Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 18 years of age.

5. Term

This Agreement shall remain in full force and effect while you use the Services or are a Member. You may terminate your Membership at any time, for any reason, by **contacting us**. Dieple Consulting & Training Limited may terminate your Membership at any time, without warning. Even after Membership is terminated, sections 7 to 17 inclusive of this Agreement will remain in effect.

6. Password

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account or password of another Member at any time, or to disclose your password to any third party. You agree to notify Dieple Consulting & Training Limited immediately by **contacting us**, if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.

7. Proprietary Rights in Content on the Website

The Website and/or the Services contain Content owned by Dieple Consulting & Training Limited. The Content is protected by copyright and other laws. Dieple Consulting & Training Limited owns and retains all rights in the Dieple Consulting & Training Limited Content, the Website and the Services.

8. E-mail Policy

8.1 We will not respond unless required to do so by law to any electronic mail ("e-mail") sent to us which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. We reserve the right to take such action as we in our sole discretion deem fit in respect of such material.

8.2 Where appropriate we will endeavour to respond to e-mails within 72 hours of receipt, but we cannot and do not guarantee to respond to all e-

mails within this timeframe. E-mails will generally be stored for 12 months, after which time they will be deleted automatically.

9. Privacy

Use of the Website and the Services is also governed by our **Privacy Policy**.

10. Disclaimers

Dieple Consulting & Training Limited is not responsible for any incorrect or inaccurate content posted on the Services or the Website or in connection with the Website or the Services, whether caused by Users of the Website or the Services or by any of the equipment or programming associated with or utilised in the Website or the Services. This applies to any content that is submitted by other Users of the Services. We are not liable for any work or commisions that you may or may not obtain as a result of the Service. Inclusion of any linked website on the Website and the Services does not imply approval or endorsement of the linked website by Dieple Consulting & Training Limited. When you access these third-party sites, you do so at your own risk. Dieple Consulting & Training Limited takes no responsibility for third party advertisements which are posted on the Website or through the Services, nor does it take any responsibility for the goods or services provided by its sponsors and supporters. Dieple Consulting & Training Limited is not responsible for the conduct, whether online or offline, of any User of the Website or the Services. Dieple Consulting & Training Limited assumes no responsibility for any error, omission, interruption, deletion, corruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any User communication or any content. Dieple Consulting & Training Limited is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website or the Services. Under no circumstances shall Dieple Consulting & Training Limited be responsible for any loss or damage resulting from use of the Website or the Services, attendance at an event organised through the Website or the Services, from any content posted on or through the Website or the Services, or from the conduct of any Users of the Website or the Services, whether online or offline. The Services are provided as available, and Dieple Consulting & Training Limited makes no representations or warranties of any kind as to the Website, the Services or the content. Dieple Consulting & Training Limited cannot guarantee and does not promise any specific results from use of the Website and the Services. Nothing in this Agreement shall be construed as limiting or excluding Dieple Consulting & Training Limited 's liability for death or personal injury caused by its negligence.

11. Choice of Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.

12. Indemnity

You agree to indemnify and hold Dieple Consulting & Training Limited, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses of any character suffered or incurred arising out of your use of the Website or the Services in violation of this Agreement, and/or arising from your use of or conduct on the Website or in use of the Services (including where you have submitted content to other Users of the Services) and/or a breach of this Agreement.

13. Other

This Agreement is accepted upon your use of the Website or any of the Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and Dieple Consulting & Training Limited regarding the use of the Website and the Services. The failure of Dieple Consulting & Training Limited to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

14. Competitions and Prize Draws

We may from time to time run competitions, free prize draws and/or other promotions on the Website. These will be subject to additional terms and conditions that will be made known to you at the relevant time.

15. Additional Services

We regularly provide learning resources or other content for you to download. However, the download time may vary considerably between the types of content and you agree that you are wholly liable and responsible for any charges incurred in downloading the content.

16. General

You may not assign, sub-license or transfer any of your rights under the Agreement. If any part of the Agreement is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these terms, this will not be taken to mean that they have been waived.

17. Termination

We may terminate the provision of the Website or the Services or restrict your access to them without any prior notice to you where (by way of example and without limitation): (1) there is a regulatory or statutory change limiting our ability to provide the Website and/or the Services; (2) any event beyond our reasonable control prevents us from continuing to provide the Website or the Services (for example, without limitation, technical difficulties, capacity problems, communications failures, cyber attack, illness and financial difficulties); or (3) we consider in our sole discretion that you are abusing the Services provided by the Website or are otherwise acting in breach of the Agreement.

18. Contact Us

If you have any comments or questions about The Thrive Effect, please write to the registered office address listed above, or **contact us**.

I have read this agreement and agree to all of the provisions contained above.