

Nurtured Belonging

Terms of Use

Effective Date: 20 January 2025

1. Introduction

Welcome to Nurtured Belonging (“we,” “us,” “our”). By accessing or using our website, programs, or services (“services”) you agree to be bound by these Terms of Use. If you do not agree with these terms, please do not use our website, programs, or services.

2. Use of Services

Nurtured Belonging provides educational courses, coaching services, and counselling to adoptive parents and professionals. By using our services, you acknowledge that our content may involve all areas of your life or business. The decisions and actions you take are solely your responsibility. Nurtured Belonging is not responsible for any consequences arising directly or indirectly from actions or inactions based on the information or content provided through this Service. Reliance on information from Nurtured Belonging, its representatives, contributors, or participants of the Service is at your own risk.

Always consult a qualified healthcare professional with any questions or concerns about a medical condition. Never disregard or delay seeking professional advice because of information obtained through this Service.

3. User Responsibilities

By accessing our website or using our services, you agree to:

- Provide accurate and up-to-date personal information
- Use our services only for lawful purposes
- Refrain from any conduct that could damage, disable, or impair our website or services

You are solely responsible for any actions or decisions made in response to our course program material or coaching services. Nurtured Belonging does not guarantee any specific outcomes from the use of our services.

4. Use of Personal Information

We shall use the personal information you provide to:

- Deliver our services
- Process payments for services
- Inform you about recommended products and services we may provide

You have the right to opt out of receiving future correspondence from us at any time. We may use your name and non-confidential materials, such as testimonials, as part of our client portfolio on our website and for internal and marketing purposes. We will seek your approval before using any trademarks or other proprietary materials for press releases, external communications, or referrals.

5. Limitation of Liability and Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Service, services, programs, and any information or material contained or presented on the Service, is provided to you “as is” and

“available,” without any representations, guarantees, or warranties of any kind, either express, statutory, or implied, including any implied warranties of merchantability, fitness for a particular purpose, and/or non-infringement, or relating to the quality, suitability, operability, condition, truth, accuracy, absence of defects, whether latent or patent, or completeness of any information or material contained or presented on the Service, and we are not responsible for any damage to your property (including your computer system or mobile device used in connection with the service). To the maximum extent permitted by applicable law, in no case shall Nurtured Belonging be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost savings, loss of data, other economic advantage or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from: (A) your use of the available content or other parts of the Service; (B) the Service’s security, operability, or availability; (C) any information, advice, services, or goods obtained through or advertised on the service; (D) statements, conduct, interactions, or dealings with any other service member or third party; or any other claim related in any way to the service – even if advised of the possibility of such injury, loss, claim, or damages.

Our liability to you or any third parties in any circumstance is limited to the greater of £100 or the amount of fees, if any, you paid to us in the twelve months prior to the action that may have given rise to liability. The limitations set forth in these Terms do not limit Nurtured Belonging’s liability for gross negligence, fraud, or intentional, malicious, or reckless misconduct. Further, because some jurisdictions do not allow the limitation of liability for consequential or incidental damages, in such jurisdictions Nurtured Belonging’s liability shall be limited to the maximum extent permitted by law.

6. Intellectual Property

You are permitted to use the methods, materials, and information we provide solely for your personal or business use as outlined in this Agreement. However, you are not authorized to replicate, distribute, or incorporate these methods, materials, or information into your own programs or services for commercial purposes without obtaining our explicit permission and providing proper copyright credit to us. Unauthorized use or resale of our intellectual property without credit may result in legal action.

We are permitted to use techniques, knowledge, and information we learn or develop during the Agreement for our own business, provided that such usage does not involve any of your Confidential or Copyrighted Information.

7. Third-Party Links

The Service contains links to websites, tools, and resources operated by parties other than Nurtured Belonging. In order for Nurtured Belonging to provide the Service to you, Nurtured Belonging may link to, incorporate, or integrate third party services such as Zoom Video Communications, Inc. (“Zoom”). By using these tools and features, you may be subject to certain terms and policies, terms of service, acceptable use guidelines, and all other applicable guides, statements, notices, and policies. By using the third-party tools or functions, you hereby authorize Nurtured Belonging to transfer your information to the applicable third-party service. Third-party services are not under Nurtured Belonging’s control, and, to the fullest extent permitted by law, Nurtured Belonging is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Nurtured Belonging’s control, and Nurtured Belonging is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Nurtured Belonging will have no control over the information that has been shared.

8. Confidentiality and Your License to the Company; Use in Testimonials and Marketing

Both parties acknowledge that in connection with this Agreement, a party may have access to the other party’s non-public, proprietary, and confidential information concerning its business, products, operations, advertising, promotions, plans, competitive strategies, product characteristics, market research, customer information, and other non-public confidential information supplied (collectively,

“Confidential Information”). Each party agrees that, except as required by law or legal process, it shall not disclose any such Confidential Information of the other party to any third party nor use any such Confidential Information for its own purposes.

However, ****your participation in the program may involve sharing materials such as comments, posts, photos, designs, graphics, images, videos, or other contributions****. By posting or submitting any material during the program, you represent that you are the owner of all such materials and are at least eighteen (18) years old. You grant Nurtured Belonging and anyone authorized by the Company an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose.

This license includes granting Nurtured Belonging proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation to you. The Company may use your contributions as part of the Program and its Content, and may modify or cease use of any such contributions at any time.

Use in Testimonials and Marketing

You also consent to the Company using photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made during the Program which may include you, your voice, and/or your likeness. These materials may be used by the Company for any purpose, including but not limited to marketing and promotional purposes, without compensation to you.

Additionally, by submitting content such as posts, images, or videos, you grant Nurtured Belonging the right to use your likeness and identify you as the author of any such contributions, for any purpose, including commercial and advertising purposes. This includes identifying you by your name, email address, or screen name.

You acknowledge that while Nurtured Belonging has the right to use your contributions, it is not obligated to do so and may cease use at any time for any reason. This means that anything you submit, post, or share during the Program, including any recordings or images where your face is visible, may be used by the Company, now or in the future, without further notice or compensation.

This section does not impact the confidentiality of any ****one-on-one sessions****, which remain strictly confidential and will not be shared without your explicit permission.

9. Your Participation in Services

Nurtured Belonging's services are designed to bring Users together around of topic of shared interest to learn, grow, and support each other. Notwithstanding the foregoing, Nurtured Belonging does not control any User Content that is shared during service participation.

By participating in a program, support session, or other event, you acknowledge and agree to the following: (A) Services are designed to allow you to participate in sessions with other Users that address topics of shared interest; (B) Services do not involve diagnosis, assessment, mitigation, or treatment of any health condition, and you will not use Services in place of your medical treatment; (C) you are fully responsible for your physical and mental wellbeing while you are participating in Services, including for all of your choices and decisions that may arise from or otherwise relate to your participation in Services, and you expressly assume the risks of your participation in Services; (D) you are responsible for any information you share while participating in Services, including any health or other sensitive information, you provide such information voluntarily and understand that such information may not be protected under any law, and you have obtained all necessary consents if such information relates to any other person or individual; (E) you will maintain the confidentiality of any information shared by any other User during your participation in a Service; (F) you will act in a courteous and respectful manner towards all Users participating in Services; and (G) notwithstanding anything in these Terms to the contrary, you waive and release Nurtured Belonging, and its employees, directors, and officers, from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, you ever had, now have, or will have, arising from your past, present, or future participation in a Service, or otherwise with respect to a Service. If you do not agree to the foregoing terms, you will not participate in Services.

10. Participant Guidelines

A. Diversity and Inclusion

We promote diversity and encourage participants to engage with one another, learning about each other's unique backgrounds and perspectives. Discriminatory speech or actions based on sex, gender, age, ethnicity, race, socio-economic status, disability, or other characteristics will not be tolerated.

B. Safe Space Disclaimer

While we strive to create a respectful and welcoming space, we cannot guarantee all participants will adhere to these guidelines. We reserve the right to remove any participant's comments, posts, or content at our discretion but are not obligated to monitor all posts. Nurtured Belonging will not be held liable for any participant's comments, actions, or materials that may cause trauma or discomfort to others.

C. Respectful Conduct

We expect participants to engage in respectful dialogue and refrain from any form of abuse, including hate speech, discriminatory remarks, or mental or emotional harm. Disrespectful behavior is strictly prohibited, and participants must maintain a courteous and supportive attitude toward each other.

D. Encouragement and Boundaries

Participants should offer support through positive words, shared resources, and helpful suggestions while respecting each other's boundaries.

E. Additional Program Elements

From time to time, we may offer bonus program elements to specific subgroups. These additional elements are not included in the base services and participation is at the sole discretion of Nurtured Belonging.

F. Online Community Rules

We may post specific rules regarding behavior in online communities or forums hosted on our website or third-party platforms. These rules may be updated periodically, and by participating, you agree to follow them. These rules are expressly incorporated into these Terms of Use.

G. Your Conduct

Nurtured Belonging is a "pitch-free zone." You agree not to pitch, promote, market, or sell any products, groups, programs, or events to other program participants on any company-operated website or third-party forums, whether officially sanctioned by us or not. This includes inviting participants to join unofficial groups or meetups based on interests or locality without prior approval from the company. You may not market, promote, or sell services such as coaching programs, masterminds, online courses, or live events to other participants unless explicitly authorized by Nurtured Belonging.

When uploading or posting materials on our website or forums, please exercise discretion. Any materials you post may become public, and you are solely responsible for the content and any resulting liability. You agree to post content only once and ensure it adheres to community standards of respect.

****Prohibited Actions:****

1. Harassing or disrespecting Nurtured Belonging or other participants.
2. Causing damage to any company website or third-party forums.
3. Engaging in illegal, fraudulent, or harmful activities on our platforms.

4. Uploading malicious software, including spyware, viruses, worms, or Trojan horses.
5. Sending unsolicited communications or spam through our platforms.
6. Systematically collecting data from our website or forums without permission.
7. Taking screenshots or photos of any content, comments, or posts without prior consent from participants or the company.
8. Sharing private or proprietary information, comments, or materials from participants outside the community.
9. Engaging in discriminatory speech, hate speech, or actions based on personal characteristics.

Violation of any of these rules may result in the immediate and permanent termination of your participation in the program and access to the community, without a refund. Nurtured Belonging reserves the right to remove or modify any posts, comments, or materials at its discretion. We are not responsible for the content posted by third parties but will take appropriate action to ensure the community remains a respectful and supportive space.

11. Refund Policy

All sales made through Nurtured Belonging are final, and we do not offer refunds for any payments made. By purchasing any of our programs, services, or products, you acknowledge and agree that all fees are non-refundable under any circumstances, including but not limited to dissatisfaction with the Service, changes in personal circumstances, or failure to complete or fully participate in the Program.

We encourage you to carefully review the details of our offerings and make sure that the program or service meets your needs before committing to purchase. If you have any questions or need further clarification prior to enrolling, please contact us, and we will be happy to assist.

12. Indemnification

You agree to indemnify, defend, and hold harmless Nurtured Belonging, its affiliates, and employees from any claims, liabilities, damages, and expenses (including legal fees) arising from your use of our services, your violation of these Terms of Use, or any applicable law.

13. Termination

We reserve the right to suspend or terminate your access to our website or services at any time, without notice, if we believe you have violated these Terms of Use or any applicable law.

14. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of England, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms of Use shall be brought exclusively in the courts located in England.

15. Amendments

We may revise these Terms of Use at any time by updating this page. The updated terms will be effective as of the date posted. We encourage you to review these Terms of Use periodically for any changes.

16. Contact Information

If you have any questions about these Terms of Use, please contact us at:
<https://nurturedbelonging.com/contact>