



WXL  
COACHING

[www.wxl.coach](http://www.wxl.coach)

## TERMS OF WEBSITE USE

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### GENERAL

This Terms of Use document (the “**Terms**”) tells you how you may use our website [www.wxl.coach](http://www.wxl.coach) (the “**Site**”). By using the Site, you confirm that you will comply with the Terms. If you do not agree to the Terms, you must not use the Site. You should therefore please read the Terms carefully. You should also read our **Privacy Policy** and our **Cookie Policy**, both of which also relate to your use of the Site and can be found in Small Print on the Site.

### INFORMATION ABOUT US

[The Site](http://www.wxl.coach) is operated by WXL Services Limited (“**we**”, “**us**” or “**our**”), which is a limited company registered in England & Wales under company number 11622630 with registered office at 14 Village Lane, The Mumbles, Swansea, SA3 4EB. If you wish to contact us, the best way to do so is via [info@wxl.coach](mailto:info@wxl.coach)

### CHANGES

We may revise the Terms at any time by amending this page. You should therefore please check this page from time to time to note any changes made, as they are binding on you. We may also update the Site from time to time. You should therefore please note that content on the Site may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site will be free from errors or omissions.

### ACCESSING THE SITE

The Site is made available free of charge. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Site without notice. We will not be liable if the Site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Site and for ensuring that all persons who access the Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

### INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Site and in the material published on it. Those works are protected by copyright laws and treaties. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others to content posted on the Site. You must not modify in any way the paper or digital copies of any materials you have printed off or downloaded and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged. You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of the Site in breach of the Terms, your right to use the Site will cease immediately and you must at our option return or destroy any copies of materials you have made.

## NO RELIANCE ON INFORMATION

The content on the Site is for general information and is not advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on the Site. We make reasonable efforts to update the information on the Site, but we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up-to-date.

## LIMITATIONS ON LIABILITY

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. However, to the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with matters that include, but are not limited to the **(i)** use of, or inability to use, the Site; or **(ii)** use of or reliance on any content on the Site.

If you are a business user, please note that we will not be liable for matters that include, but are not limited to **(i)** loss of profits, sales, business, or revenue; **(ii)** business interruption; **(iii)** loss of anticipated savings; **(iv)** loss of business opportunity, goodwill or reputation; or **(v)** indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to downloading of any content on it, or on any linked website.

We assume no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by us of them. We are not liable for any loss or damage that may arise from your use of them.

## UPLOADING CONTENT TO THE SITE

If you make use of a feature that allows you to upload content to the Site, or to make contact with other users of the Site, you must comply with the content standards set out in the **Acceptable Use** section of these Terms. You warrant that any contribution by you does comply with the **Acceptable Use** standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Site will be considered non-confidential and non-proprietary. Although you retain all of your ownership rights in your content, you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the **Rights you Licence** section of the Terms.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for any content posted by you or any other user of the Site. The views expressed by other users on the Site do not represent our views or values. We have the right to remove any posting you make on the Site if, in our opinion, your post does not comply with the content standards set out in the **Acceptable Use** section of the Terms.

## ACCEPTABLE USE

**Prohibited Uses:** you may use the Site only for lawful purposes. You may not use the Site **(i)** in any way that breaches any applicable local, national or international law or regulation or is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; **(ii)** for the purpose of harming or attempting to harm minors in any

way; **(iii)** to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or **(iv)** to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree **(v)** not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of our Terms; and **(vi)** not to access without authority, interfere with, damage or disrupt any part of the Site; any equipment or network on which the Site is stored; any software used in the provision of the Site; or any equipment or network or software owned or used by any third party.

**Content Standards:** these standards apply to all material you contribute to the Site (a "**Contribution**"). You must comply with the following standards, which apply to each part of any Contribution as well as to its whole. Contributions **must (i)** be accurate (where they state facts); **(ii)** be genuinely held (where they state opinions); and **(iii)** comply with applicable law in the UK and in any country from which they are posted. Contributions **must not (a)** contain any material that is defamatory, obscene, offensive, hateful or inflammatory; **(b)** promote sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age or illegal activity; **(c)** infringe any copyright, database right or trade mark of any other person; **(d)** be likely to deceive any person; **(e)** be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; **(f)** be threatening, abuse or invade another's privacy, cause annoyance, inconvenience or anxiety, be likely to harass, upset, embarrass, alarm or annoy any other person; **(g)** be used to impersonate any person, or to misrepresent your identity or affiliation with any person; **(h)** give the impression that they emanate from us, if this is not the case; or **(i)** advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**Suspension and Termination:** failure to comply with these **Acceptable Use** provisions is a material breach of the Terms. When a breach has occurred, we may take all or any of the following actions: **(i)** immediate, temporary or permanent withdrawal of your right to use the Site; **(ii)** immediate, temporary or permanent removal of your Contributions; **(iii)** issue of a warning to you; **(iv)** legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; **(v)** further legal action against you; or **(vi)** disclosure of information to such authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of this **Acceptable Use** policy. The responses in this Policy are not limited, and we may take any other action we reasonably deem appropriate.

## RIGHTS YOU LICENCE

When you upload or post content to the Site, you grant the following licences: **(i)** a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by the Site and across different media and to promote the Site or services; and **(ii)** a worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes. We will only ever use your materials to carry out your instructions to us (unless, very exceptionally, a court or other regulator orders us to disclose them).

## VIRUSES

We do not guarantee that the Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. Breaching this provision would be a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant authorities and will co-operate with them by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

## LINKS

You may link to our home page, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You must not establish a link **(i)** in such a way as to suggest any form of

association, approval or endorsement on our part where none exists, or **(ii)** in any website that is not owned by you. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We may withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in the **Acceptable Use** section of these Terms. If you wish to make any use of content on the Site other than that set out above, please contact [info@wxl.coach](mailto:info@wxl.coach). Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

#### **APPLICABLE LAW**

These Terms are governed by English law and the courts of England and Wales will have exclusive jurisdiction to resolve any related contractual and/or non-contractual disputes or claims.