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12. **Linking:** We may enable you to share the Site and any services We make available (or any part of them) via social media feeds, or otherwise express a “like” in respect of any of them; accordingly, this clause applies, subject to any such facilities;
 - a. You may link to Our home page, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.
 - b. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists. You must not establish a link to Our Site in any website that is not owned by you. Our Site must not be framed on any other website, nor may you create a link to any part of Our Site other than the home page.
 - c. We reserve the right to withdraw linking permission without notice.
 - d. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.
 - e. If you wish to make any use of content on our Website other than that set out above, please contact hello@thriva.co.
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 - a. use the Site and any services We enable in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site (e.g. such as using spyware, spy bots, Trojan horses or other similar software on the Site);
 - b. use the Site or any services We enable in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - c. use the Site or any services We enable for any purposes related to marketing without our express written consent. You may NOT make any commercial use of any services We enable, in whole or in part;
 - d. use the Site and any services We enable or any information available on or through the Site or any services We enable to copy, publish or send mass mailings or spam to any of the Site’s registered users or for any other commercial use which is not specifically endorsed or approved by Us;
 - e. use the Site or any services We enable to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under any applicable law;

- f. publish, upload or send on or via the Site or any services We enable any material or content which is defamatory, obscene, indecent, of a sexual nature, hateful, discriminatory or inflammatory;
 - g. publish, upload or send on or via the Site or any services We enable any material or content which infringes any person's intellectual property rights or rights of confidentiality, or which infringes upon any person's privacy, or constitutes an incitement to commit a crime;
 - h. post or upload any material or content on the Site or any services We enable which is sexually explicit, threatening, abusive, harassing or menacing towards other users of the Site;
14. We at Our sole discretion may suspend or cancel your account, restrict your access to the Site, or commence legal proceedings against you in response to inappropriate content of any kind.
15. You agree to being liable to Us and to indemnify Us for breach of any of the acceptable use warranties stated in Clause 13 a – h.
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19. 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: (i) use of, or inability to use, the Site; or (ii) use of or reliance on any content displayed on the Site.
20. We only provide the Site and any services We enable for domestic and private use. You agree not to use the Site and any services We enable 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.
21. We will not be liable for any 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 and any services We enable or to your downloading of any content on it, or on any website linked to it.
22. We assume no responsibility for the content of websites linked on the Site and any services We enable. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
23. **Entire agreement:** These Terms of Use, together with our [Privacy Statement](#) constitute the entire agreement between you and us in relation to your use of our Site, the [Customer Terms](#) and Privacy Statement constitute the entire agreement between you and us in relation to your use of our Services from the Site.
24. **Law and jurisdiction:** If you are a consumer, please note that these Terms, its subject matter and its formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these Terms,

its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

25. **Contact:** You may contact Us in writing by emailing us at hello@thriva.co.