1. These Terms set out the legally binding terms for your use of the www.thriva.co website (“Site”) and your legal rights and remedies. You are referred to as a “User” in these Terms. We recommend that you print a copy of this for future reference. We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes made, as they are binding on you.

2. The Site is owned and operated by Thriva Limited (“THRIVA”/“We”/“Us”/ “Our”) registered in England and Wales with company number 09828160. Our registered office address is: 15 Bonhill Street, London, EC2A 4DN, United Kingdom. You may contact us there by using this email address: hello@thriva.co.

3. Other terms and conditions may apply to any specific services or subscriber memberships that We offer and which you may join or participate in.

4. These Terms together with Our Privacy Statement here which forms a part of these Terms and governs our use of personal data, form a legal contract between the User and Us and apply between you and Us in relation to any use which you make of the Site.

5. Whether you are simply a visiting User or you become a registered User (when other terms and conditions will apply), by making use of the Site and any services offered, either in full or in part, you agree to be legally bound by these Terms. If you disagree with any part of these Terms (and any future versions) do not use or access our Site.

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9. Intellectual Property Rights: Unless otherwise stated, THRIVA and/or its “Licensors/Suppliers” own all the intellectual property rights in the Site and any services We provide and in all items and materials comprised in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. (“Licensors/Suppliers” means any and all third parties that make available to
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10. We do not guarantee that Our Site will be secure or free from bugs or viruses. Downloadable items may be made available by Us and if so, are provided to you on an ‘as is’, ‘as available’, ‘with all faults’ basis. We make no representations to you as to the quality or otherwise of these downloadable items.

11. You must not misuse Our 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 Our Site, the server on which Our Site is stored or any server, computer or database connected to Our Site. You must not attack Our Site via a denial-of-service attack or a distributed denial-of service attack.

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.

13. Acceptable Use Policy: You warrant and accept that when using the Site and any services We enable you will not:
   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.
16. We at Our sole discretion may remove any post made on the site if it does not comply with such acceptable use warranties stated in Clause 13 a – h.
17. We are not responsible or liable to any third party for the content or or accuracy of any content posted to the site.
18. Limitation of 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. 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 or any services We enable, whether express or implied.
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.