

FORUM TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of this forum (including any sub-domains, unless expressly excluded by their own terms and conditions), and in2gr8mentalhealth Ltd, the owner and operator of this forum. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the forum. If you do not agree to be bound by these terms and conditions, you should stop using the forum immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the forum and is not either (i) employed by in2gr8mentalhealth Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to in2gr8mentalhealth Ltd and accessing the forum in connection with the provision of such services.

The Forum

- 1. You are in a forum where all members are trainee or qualified mental health professionals, or trainee or qualified accredited therapists, with lived experience of mental health difficulties.
- 2. The term 'lived experience of mental health difficulties' includes those who may or may not have a formal diagnosis of a mental health problem, but all will have sought mental health support as necessary to their mental health.
- 3. Mental health support includes public or private mental health services, community or inpatient provision, support from a single therapist or from a team.
- 4. You are amongst those who may be in practice or resting from it, may be able to work or not work currently. Members may be located in a Trust, in a local authority, in the third sector, or in private practice. You may be moving between roles and posts.
- 5. in2gr8mentalhealth has its strength in being available to offer peer support in good times or difficult times, and we are independent of workplace which can be helpful. We are there to provide a space wherever you are in your journey, to help us stay connected with the mental health profession when stigma has often told us we couldn't or shouldn't be. This connection is essential to navigating and forming our identity when being both a provider of help and someone who has needed/needs help.

Intellectual property and acceptable use

6. All Content included on the forum, unless uploaded by Users, is the property of in2gr8mentalhealth Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this forum, including any such content



uploaded by Users. By continuing to use the forum you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

- 7. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
- 8. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of in2gr8mentalhealth Ltd.

Use of the forum

Please read and write in the forum with kindness. This is a place to stand by your stories and witness the stories of others. It is a place to understand more about what it is like to be a mental health professional with lived experience of mental health difficulties in current times right now, the meaning each of us make of it, and the responses each of us have had.

There will be as many experiences as there are people and that is the richness of difference, please respect it. We are open to use of diagnostic and narrative language, to the various models that people may have used to make personal meaning of their experiences, to the use of medication and the avoidance of it. We take no stance other than to be alongside pain, its personal meaning and it's journeying to each individual. We encourage this supportive and curious stance to all members, we bear witness, honour difference and we support.

- 9. By registering with this forum you agree to abide by the discussion rules. These include:
 - a. We recommend that users register using a pseudonym to protect their privacy and confidentiality; any user who decides to register using their real name and who decides to share any personal/identifiable information on the forum does so at their own risk;
 - b. Do not submit comments that contain personal information e.g. home addresses or phone numbers;
 - c. Do not submit comments that are unlawful, harassing, abusive, threatening, harmful, obscene, profane, sexually orientated or racially offensive;
 - d. Do not swear or use language that could offend other forum participants;
 - e. Do not advertise or promote products or services;
 - f. Do not spam or flood the forum. Only submit a comment once;
 - g. Do not resubmit the same, or similar, comments;
 - h. Keep your comments relevant to the discussion topic;
 - i. Do not use the forum in any way which causes, or may cause, damage to the forum or interferes with any other person's use or enjoyment of the forum;
 - j. Do not make, transmit or store electronic copies of Content protected by copyright without the permission of the owner.
- 10. Breaching any of the above clauses (a to j) may lead to you being immediately and permanently banned from forum and further action where relevant.
- 11. We stand against any denigration of any people based on their mental health, distress or vulnerability. Any targeted actions we witness will be called out and reported immediately. This is non-negotiable.



Forum Terms & Conditions

Defamation

- 12. A defamatory statement is a false assertion or fact that injures a person's or organisation's reputation. This includes slander (verbal defamation) or libel (written or recorded defamation, including what is published online).
- 13. We will not tolerate any posts that are potentially defamatory, so please avoid making allegations against individuals or organisations, as these will be removed by the moderators.
- 14. We rely on our members to alert us to content that is abusive, inappropriate or defamatory. If you believe a post has been defamatory about you, an organisation you represent or someone else, please email us at contact@in2gr8mentalhealth.com and we will respond as quickly as possible.
- 15. We reserve the right to remove, edit, move or close any topic at any time should we see fit.

Moderation

- 16. This forum is regularly moderated by Dr Natalie Kemp (Founder and chair of in2gr8mentalhealth Ltd) and Dr Anna Chiara Sicilia (Director of in2gr8mentalhealth Ltd).
- 17. If you are concerned about the content of a post, you can report this to the forum admins by clicking on the three dots at the bottom of the post and selecting "report". We will endevour to investigate any concerns in a timely way and any inappropriate or offensive content will be removed and members responsible will be contacted as quickly as possible. However, it is impossible for us to review every message and therefore we assume no liability for the actions of our members.
- 18. All posts made on this forum express the views and opinions of the author and not in2gr8mentalhealth Ltd, the directors or webmaster (except for posts directly published by those people) and therefore we will not be held liable for posts or content that we have not directly published.

Confidentiality

- 19. We use pseudonyms to protect identity in this forum, as we are dealing with protective characteristics when it comes to health status. If you are sharing your narrative, please be mindful not to mention the names of team members or the organisations you work in. This is to enhance a safe and open space for discussion; the mental health world can be a surprisingly small place. Do talk about in2gr8mentalhealth publicly as a resource, but only share your own story.
- 20. As a user you agree to any information you have entered above being stored in a database. While this information will not be disclosed to any third party without your consent in2gr8mentalhealth cannot be held responsible for any hacking attempt that may lead to the data being compromised.
- 21. Dr Natalie Kemp and Dr Anna Sicilia are involved in various projects on lived experience in the mental health scene as part of in2gr8mentalhealth work, we always hold the in2gr8mentalhealth forum as a confidential and separate work (heart) space. Should you share a project you are doing out in the world, please let us know if this is already public and you are happy for us to mention we are aware of it.



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Your Wellbeing

- 22. This is a peer support forum which fully acknowledges the pain and distress that all of us might go through during challenging times.
- 23. It is important to say that we are not a crisis support or therapy service, although we may be alongside you as supportive witnesses in that.
- 24. Should you find yourself needing more help than a peer support forum can offer alone, please have a look at the possible options on our sources of support page at: https://www.in2gr8mentalhealth.com/sourcesofsupport
- 25. It is understood that people will prioritise their mental health through accessing additional support where needed.

Links to other websites

- 26. This forum may contain links to other sites. Unless expressly stated, these sites are not under the control of in2gr8mentalhealth Ltd or that of our affiliates.
- 27. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 28. The inclusion of a link to another site on this forum does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy

29. Use of the forum is governed by the Tribe.so Privacy Policy, as the hosting platform, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following: <u>https://tribe.so/privacy-policy</u>.

Availability of the forum and disclaimers

- 30. Any online facilities, tools, services or information that in2gr8mentalhealth Ltd makes available through the forum (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. in2gr8mentalhealth Ltd is under no obligation to update information on the forum.
- 31. Whilst in2gr8mentalhealth Ltd uses reasonable endeavours to ensure that the forum is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 32. in2gr8mentalhealth Ltd accepts no liability for any disruption or non-availability of the forum.



Forum Terms & Conditions

33. in2gr8mentalhealth Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the forum including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the forum unless it is expressly stated otherwise.

Limitation of liability

- 34. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 35. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 36. To the maximum extent permitted by law, in2gr8mentalhealth Ltd accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

- 37. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 38. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the forum from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 39. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 40. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 41. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.



Forum Terms & Conditions

- 42. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 43. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

in2gr8mentalhealth Ltd details

- 44. in2gr8mentalhealth Ltd is a company incorporated in England and Wales with registered number 12611290 whose registered address is 20-22 Wenlock Road, London, N1 7GU and it operates the forum www.in2gr8mentalhealth.tribe.so.
- 45. You can contact in2gr8mentalhealth Ltd by email on contact@in2gr8mentalhealth.com.

Attribution

46. These terms and conditions were created using a document from <u>Rocket</u> <u>Lawyer</u> (https://www.rocketlawyer.co.uk).