



PATHWAYPIXEL

GAMING WITH PURPOSE. EMPOWERING NEURODIVERSE JOURNEYS

PathWayPixel Terms of Service (TOS)

Introduction

Welcome to **PathWayPixel**. By accessing or using our services, you agree to comply with and be bound by these Terms of Service ("Terms") and our Privacy Policy. If you do not agree to these Terms, you must not use our services.

PathWayPixel provides online gaming mentoring services to neurodiverse individuals, including those with ADHD, Autism, and other neurodevelopmental conditions, through gaming platforms such as Fortnite, Roblox, Minecraft, and others. The services are provided in a supportive and inclusive environment where personal growth, communication, and gaming skills are nurtured.

1. Acceptance of Terms

By using our services, you agree to these Terms and represent that you are either an adult or that you have obtained parental consent if you are under the age of 18. If you are a parent or guardian of a minor, you acknowledge that you are responsible for the minor's compliance with these Terms.

2. Services Provided

PathWayPixel offers:

- One-on-one gaming sessions with a mentor.
- Mentorship through gaming to support emotional and social growth.
- Use of online platforms such as Discord and specific gaming titles.
- Progress tracking and goal-setting for personal development.

These services are designed to be educational, supportive, and entertaining, with a focus on personal growth in a safe and controlled environment.

3. Account Registration and User Responsibilities

Account Setup: Clients may need to create an account with **PathWayPixel** and/or Discord to access the services. By creating an account, you agree to provide accurate, up-to-date information.

Client Conduct: Users must agree to use the services in a manner that is respectful, ethical, and compliant with all laws. Abusive language, harmful actions, or illegal behavior during gaming sessions or on the platform is strictly prohibited.

Security: You are responsible for maintaining the confidentiality of your account and for all activities that occur under your account. You agree to notify **PathWayPixel** immediately of any unauthorized use of your account.

4. Payments and Fees

Payment Terms: Payment for sessions or packages must be made in full prior to the service being provided unless otherwise agreed upon in advance. Payment methods may include credit card, PayPal, or other methods.

Refund Policy: Payments are non-refundable except in cases where the service is canceled by **PathWayPixel** or as otherwise stipulated in the Payment and Refund Policy.

Late Payments: Late payments will incur additional fees as described in the Payment and Refund Policy.

5. Session Cancellation and Rescheduling

Client Cancellations: Clients must provide at least [insert number of hours] notice for canceling or rescheduling a session. Failure to do so may result in the forfeiture of the session.

Provider Cancellations: If **PathWayPixel** must cancel a session, we will provide a full refund or reschedule the session at no additional cost.

6. User-Generated Content

Recording of Sessions: Clients may be asked for consent to record sessions for safety, training, and progress tracking purposes. These recordings will be stored securely and shared only with authorized parties.

Intellectual Property: You retain ownership of the personal content you create, such as your gaming profile or user information. However, **PathWayPixel** retains ownership of all course materials, recorded sessions, and content created by our mentors.

7. Privacy and Data Protection

Your privacy is important to us. By using **PathWayPixel**, you agree to our Privacy Policy, which outlines how we collect, use, and protect your personal data. This includes compliance with **GDPR** for clients based in the EU or the UK.

- **Data Storage:** We store data securely on trusted platforms and only for as long as necessary for the provision of our services. You can request access to or deletion of your data at any time.
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8. Safeguarding and Child Protection

At **PathWayPixel**, safeguarding is a priority. We are committed to creating a safe environment for clients, especially minors, during gaming sessions. Any form of abuse or inappropriate behavior will not be tolerated. If concerns arise about a client's safety or well-being, we will report the issue to the appropriate authorities as required by law.

9. Termination of Services

PathWayPixel reserves the right to suspend or terminate services if:

- The client violates any of these Terms.
- The client's behavior is harmful or disruptive.
- Payments are not received or processed.
- The client or guardian requests termination.

Upon termination, any outstanding fees will be due immediately.

10. Limitation of Liability

- **PathWayPixel** is not liable for any damage, injury, or loss resulting from the use of our services, including gaming activities or interactions on our platform, except where such liability cannot be excluded by law.
 - **PathWayPixel** does not guarantee that the gaming sessions will achieve specific outcomes or improvements for the client.
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11. Amendments to the Terms of Service

PathWayPixel reserves the right to modify or update these Terms at any time. Clients will be notified of significant changes, and the updated Terms will be posted on our website. By continuing to use our services after the changes are made, you agree to abide by the updated Terms.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes shall be resolved in the courts of the United Kingdom.

13. Contact Information

If you have any questions or concerns regarding these Terms of Service, please contact us at:

- **Email:** thisispathwaypixel@gmail.com
- **Phone:** [insert phone number]
- **Website:** www.pathwaypixel.co.uk

Effective Date: 12/10/24

Last Review Date: 12/10/24

Next Review Date: 12/10/25