

## **TERMS OF WEBSITE USE, [06.01.20] VERSION**

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### **1. INTRODUCTION**

- 1.1. These terms and conditions (**Terms of Website Use**) govern your use of our website, <https://arthealthsolutions.com/>.
- 1.2. By using our website, you accept these Terms of Website Use in full. Accordingly, if you disagree with these Terms of Website Use or any part of these Terms of Website Use, you must not use our website.
- 1.3. You must be at least 18 years of age to use our website. By using our website or agreeing to these Terms of Website Use, you warrant and represent to us that you are at least 18 years of age.

### **2. INFORMATION ABOUT US**

- 2.1. **Who we are.** When we say “we”, “us” or “our” in these Terms of Website Use, we mean ART Health Solutions Ltd, trading as ART Health Solutions, a company registered in England and Wales under company number 11211432. We operate the website <https://arthealthsolutions.com/>. Our registered office is at Proto Office 0.10, Baltic Quarter, Gateshead, Tyne and Wear, England, NE8 3DF. Our main trading address is at our registered office. Our VAT number is GB294555759.
- 2.2. **How to contact us.** If you wish to contact us for any reason, including because you have any queries or complaints, you can contact us by calling our customer service team at 0207 164 6736, by completing the “contact us” form on our website at <https://arthealthsolutions.com/contact/>, or by post to the address in clause 2.1 above.

### **3. COPYRIGHT, TRADE MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- 3.1. Copyright (c) 2018-2020 ART Health Solutions Ltd.
- 3.2. Subject to the express provisions of these Terms of Website Use:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.
- 3.3. ART Health Solutions, our logos and our other trade marks are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 3.4. The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless expressly stated otherwise in these Terms of Website Use or on our website, we do not endorse and are not affiliated

with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

- 3.5. Nothing in these Terms of Website Use shall operate to transfer any intellectual property rights from us to you. Any goodwill derived from the use by you of our intellectual property rights shall accrue to us.

#### **4. LICENCE TO USE WEBSITE**

- 4.1. You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) stream audio and video files from our website; and
- (e) use our website services by means of a web browser,

subject to the provisions of these Terms of Website Use.

- 4.2. Except as expressly permitted by clause 4.1 or the other provisions of these Terms of Website Use, you must not download any material from our website or save any such material to your computer.
- 4.3. You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 4.4. Except as expressly permitted by these Terms of Website Use, you must not edit or otherwise modify any material on our website.
- 4.5. Unless you own or control the relevant rights in the material, you must not:
- (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.
- 4.6. Notwithstanding clause 4.5 of these Terms of Website Use, you may redistribute our newsletter in print and electronic form to any person.
- 4.7. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **5. ACCEPTABLE USE**

- 5.1. You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
  - (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
  - (f) violate the directives set out in the robots.txt file for our website; or
  - (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 5.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 5.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **6. LIMITED WARRANTIES**

- 6.1. We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
  - (b) that the material on the website is up to date; or
  - (c) that the website or any service on the website will remain available.
- 6.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation. Save to the extent expressly provided otherwise in these Terms of Website Use, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 6.3. To the maximum extent permitted by applicable law and subject to clause 7.1 of these Terms of Website Use, we exclude all representations and warranties relating to the subject matter of these Terms of Website Use, our website and the use of our website.

## **7. LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- 7.1. Nothing in these Terms of Website Use will limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.
- 7.2. The limitations and exclusions of liability set out in this clause 7 and elsewhere in these Terms of Website Use are subject to clause 7.1, and govern all liabilities arising under these Terms of Website Use or relating to the subject matter of these Terms of Website Use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms of Website Use.
- 7.3. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

- 7.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 7.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 7.6. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 7.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **8. THIRD PARTY WEBSITES**

- 8.1. Our website may include links to other websites owned and operated by third parties. Such links are provided for information only and are not recommendations or endorsements by us of those linked websites or information you may obtain from them.
- 8.2. We have no control over third party websites and their contents, and (save as stated in section 7.1 of these Terms of Website Use) we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **9. BREACHES OF THESE TERMS OF WEBSITE USE**

- 9.1. Without prejudice to our other rights under these Terms of Website Use, if you breach these Terms of Website Use in any way, or if we reasonably suspect that you have breached these Terms of Website Use in any way, we may:
  - (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;
  - (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all of your internet service providers and request that they block your access to our website; or
  - (f) commence legal action against you, whether for breach of contract or otherwise.
- 9.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **10. CHANGES TO THESE TERMS OF WEBSITE USE**

- 10.1. We may revise these Terms of Website Use from time to time.
- 10.2. The revised Terms of Website Use shall apply to your use of our website from the date of publication of the revised Terms of Website Use on the website.

## **11. SEVERABILITY**

If a provision of these Terms of Website Use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these Terms of Website Use would be lawful

or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **12. LAW AND JURISDICTION**

- 12.1. These Terms of Website Use shall be governed by and construed in accordance with English law. Subject to clause 12.2, any disputes relating to these Terms of Website Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.
  
- 12.2. If you use our website as a consumer (that is an individual acting wholly or mainly outside your trade, business, craft or profession), this section shall not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in respect of these Terms either in the Scottish or the English courts, and if you live in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.