

Website terms

INUVI WEBSITE TERMS

Introduction

These Terms set out the legally binding terms for your use of the www.Inuvi.co.uk 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.

The Site is owned and operated by Inuvi Health Limited ("We"/"Us"/ "Our") registered in England and Wales with company number 08811416. Our registered office address is: 10 Millars Brook, Office Park, Molly Millars Lane, Wokingham, Berkshire, RG41 2AD. You may contact us there by using this email address: info@inuvi.co.uk.

Other terms and conditions may apply to any specific services or products that we offer and which you may purchase or participate in.

These Terms together with our Privacy Policy and User Terms 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.

Whether you are simply a visiting User or you become a registered User (when our Member Terms 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.

The content on Our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on Our Site. We make no representations, warranties or guarantees, whether express or implied, that the content on Our Site is accurate, complete or up-to-date.

Our Site is made available free of charge. We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Site without notice. We will not be liable to you if for any reason Our Site is unavailable at any time or for any period.

Inuvi grants you a limited, personal, non-exclusive, non-commercial, revocable without notice, non-assignable and non-transferable licence to download, view and use the Site only for your personal, non-commercial use. Other than as We may enable you to share the Site or any services We provide via the Site through social media feeds or otherwise express a "like" in respect of any of them, you may not: (i) re-publish in any way any web-pages, code, images or other items or materials from

the Site (including republication on another website); (ii) sell, rent or otherwise sublicense any web-pages, code, images or other items or materials from the Site; (iii) reproduce, duplicate, copy or otherwise exploit any web-pages, code, images or other items or materials from the Site for a commercial purpose; or (iv) edit or otherwise modify any web-pages, code, images or other items or materials from the Site, unless authorised by Us in writing. We may terminate this licence at any time without notifying you and without any liability for such termination.

Services Access

- We hereby grant to you a limited, non-exclusive, non-transferable right to access the Site and use the Services solely for your personal non-commercial use only as permitted under these Inuvi terms.
- You agree that you will not, and will not attempt to: (a) interfere in any manner with the operation of the Services or Site or their means of delivery; (b) re-sell, duplicate or transfer in any way any of our Site or Services to any third party or otherwise use the Services or Site for the benefit of a third party or otherwise than for the purposes and in accordance with these Inuvi User Terms; (c) modify, copy or make derivative works based on any part of the Services, the Site or any underlying software, technology or other information, including any printed materials of the same; (d) create Internet "links" to or from the Services or Site, or "frame" or "mirror" any of Inuvi content which forms part of the Services or Site; or (e) use the Services or Site otherwise than in accordance with the limitations stated in these Inuvi terms
- You acknowledge that use of third party software provided in connection with the Site or Services will be governed by such third parties' licenses and not by these Inuvi terms

Acceptable Use of the Site and Services

- You agree not to use the Site or Services: (a) in breach of any applicable laws or regulations (b) to stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Site or Services or any connected servers or networks or breach any policies or regulations of such networks.
- You may not reverse engineer, disassemble, decompile, or translate any components of the Site or Services, attempt to derive the source code of any components of the Site or Services, or authorise or assist any third party to do any of the foregoing.
- You may not (i) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (SPAM); (ii) use any high volume, automated, or electronic means to access the Services

(including without limitation robots, spiders or scripts); or (iii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages.

In addition to the above, you agree that you will not:

(1) create a false identity for the purpose of misleading others or use the Site or any Service in a manner that is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;

(2) infringe someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;

(3) use the Site or any Service for unsolicited commercial or non-commercial communication; (4) interfere with others using the Site;

(5) use the Site in any manner that uploads or otherwise spreads any software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;

(6) disrupt, interfere or inhibit any other user from enjoying the Site or other affiliated or linked websites, material, contents, products and/or services;

(7) use any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any part of the Site and/or Services;

(8) prepare, compile, use, download or otherwise copy any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;

(9) attempt to disable, bypass, modify, defeat or otherwise circumvent any security related tools incorporated into the Services and/or the Site; or

(10) systematically collect or use any content from the Site or Service, including through the use of any data mining, or similar data gathering and extraction methods.

We may change the parameters of any acceptable use policies we may establish from time-to-time governing your conduct as a User.

Intellectual Property Rights

Unless otherwise stated, Inuvi 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 Inuvi (pursuant to a licence or otherwise) their proprietary photos, videos, audios, comments, writings, names, likenesses, voices, performances, biographical materials, computer-generated images/artwork, liner notes, and other graphical or textual materials in any media format, products or services for use, deployment, display, performance and/or distribution via the Site; and further includes any third parties that place, display or distribute advertising, promotional or sponsorship materials on the Site or via any of Our services).

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.

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.

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;

- 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.
- 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.
- We reserve the right to withdraw linking permission without notice
- The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy
- If you wish to make any use of content on our Website other than that set out above, please contact sales@inuvi.co.uk.
- Our provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other site or location or its contents all of which belong to applicable third party providers. We have no

control over, do not review, and cannot be responsible for, these third party websites or their content.

- You access any such other websites linked to the Site at your own risk. When leaving our Site, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third party's website.
- Under no circumstances will Inuvi be liable for or in connection with any service, product, information, software or links made available at any other website, internet location or source of information, nor for any use made by you of any of them or for the acts or omissions of any such websites or their respective operators.

Accuracy of Information

Whilst we take reasonable measures to ensure that any information, pictures or graphic depictions, descriptions or other content on the Site are accurate we do not represent or promise that any of these are error free or current and we recommend that they are not relied upon in their entirety. You agree to notify Inuvi immediately if you become aware of any errors or inconsistencies in the information or content provided on the Site and comply with any corrective action taken by Inuvi.

Cookies

Purpose of Data: Cookies (small text files placed on your computer while using our site) may be used to assist with improving your site experience and to safeguard your privacy whilst browsing our site. For more information visit www.allaboutcookies.org

Type of Data: Strictly necessary cookies; Performance cookies; Functionality cookies; Targeting/Advertising cookies

Browser Event Data

Purpose of Data: Browser event data is collected during your visit to our website. This information is collected and processed to provide insights into user behaviour in order for us to continually improve our service.

Type of Data: Device IP address; Device screen resolution; Device type; Country location; Preferred language; Mouse events; Keypresses; Log data

Web Beacons

Purpose of Data: Webpages and HTML emails may also contain a small snippet of code called a web beacon. In their simplest form, web beacons allow a website to transfer or collect information through a graphic image request. Inuvi may use web beacons as part of the site, but only for fraud detection.

Third Party Content and Monitoring

Parties other than Inuvi may offer and provide products and services on or through the Site. Except for Inuvi branded information, products or services that are identified as being offered by Inuvi, Inuvi does not operate, control, or endorse any information, products, or services on the Site or accessible through the Site in any way. Inuvi is not responsible for examining or evaluating, and Inuvi does not warrant the offerings of, any of these businesses or individuals or the content of their websites. Inuvi does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

Acceptable Use Policy

You warrant and accept that when using the Site and any services We enable you will not:

- 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);
- 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;
- 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;
- 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;
- 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;
- 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;
- 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;

- 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;
- remove or alter any and all trademarks, copyrights and other proprietary rights notices, legends, watermarks, and other markings contained or embedded in or otherwise accompanying the Site or any services We enable.

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.

Trademarks

- Certain of the names, logos, and other materials displayed on the Site or in the Services may constitute trademarks, trade names, service marks or logos ("Marks") of Inuvi or other entities. You are not permitted to use any such Marks other than as allowed under these Inuvi User Terms. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

The validity, interpretation, construction and performance of these Inuvi Website Terms are governed by English Law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

- If we fail to insist that you perform any of your obligations under these Inuvi Website Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those. If we do waive a default by you, we will only do so in writing and that will not mean that we automatically waive any later default by you.
- Each of the paragraphs of these Inuvi Website Terms operates. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- The section titles in these Inuvi Website Terms are for convenience only and have no legal or contractual effect. You and We are acting as independent contractors, and nothing in these Inuvi User Terms creates an agency or partnership.
- You may only transfer your rights or obligations under these Inuvi Website Terms with prior written consent, and any attempted transfer will otherwise be null and void.

- These Inuvi Website Terms and the Services contract formed between you and us is not intended to be for the benefit of, and shall not be enforceable by any person, other than a party to it.

Limitation of Liability

Nothing in these Website 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.

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.

If you are a business user, please note that in particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage.

If you are a consumer User, please note that 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.

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.

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.

Entire Agreement

These Website Terms of Use, together with our Privacy Policy and User Terms, constitute the entire agreement between You and Us in relation to your use of our Site and/or the Services from the Site.

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 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.

Updates

We may update our Terms from time to time. We will notify You of the changes where required by law to do so.

Last modified on 01/05/2023

Breaches

Please report any breaches of these Inuvi User Terms to info@inuvi.com

Contact

You may contact Us in writing by emailing us at info@inuvi.com