

# **TERMS & CONDITIONS OF WEBSITE USE**

Welcome to The Fertility Kitchen website. We believe that our website will provide you with a wide range of content and information. Before you use this website there are a number of legal areas that we wish to bring to your attention. By using <u>www.thefertilitykitchen.co.uk</u> you are agreeing to be bound by these terms and conditions of use set out below.

## **BACKGROUND AND DEFINITIONS**

In these terms and conditions: "**the Company**" refers to The Fertility Kitchen Ltd, a company registered in England and Wales under number 11207721 whose registered office is at 206 Finchampstead Road, Wokingham, RG40 3HB with email address <u>charlotte@thefertilitykitchen.co.uk</u> and "**the Website**" refers to <u>www.thefertilitykitchen.co.uk</u>.

# ACCESS TO THE WEBSITE AND CONTENT

The Company will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.

The Company aims to update the Website regularly and may change the content at any time. Information on the Website may be out of date at any given time and the Company is under no obligation to update such material.

The Company assumes no responsibility for the contents of any other websites to which the Website has links.

### INTELLECTUAL PROPERTY

The copyright in the material contained in the Website, text and graphics, and their selection and arrangement, and all software compilations belongs to the Company or the providers of such information. All rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. You must not use any illustrations, photographs, videos, audio sequences or any graphics separately from any accompanying text. The Company's status (and that of our contributors) as the authors of the material on the Website must always be acknowledged. You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of the Website in breach of these terms and conditions, your right to use the Website will be immediately revoked and you must return or destroy any copies of the materials you have made.

The Fertility Kitchen is a registered trademark of the Company. The use of The Fertility Kitchen trademark by persons other than the Company is strictly prohibited.

Products and company names mentioned on this website may be the trademarks or registered trademarks of their respective owners.

# **EXCLUSIONS OF LIABILITY**

The Company uses reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, the Company disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. The Company does not guarantee that the Website will be fault free and neither will accept liability for any errors or omissions.

The Company does not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.

### DISCLAIMER

Content on the Website is not considered an alternative in any way to medical advice. Please consult with your medical physician before making any medical or lifestyle changes. The Website provides information about how to improve general health and support fertility through diet and lifestyle modifications. Any such information should not be construed as a medical diagnosis or treatment of any disease or health condition.

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be place. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed by any of its contents.

#### LINKS DISCLAIMER

The Company assumes no responsibility for the contents of any other websites to which the Website has links.

All links made available are provided as a convenience to our users. We do not have control, exercise no responsibility and make no representations regarding the accuracy or any other aspect of the content/information found or used on visiting any third party website. The provision of a link to a third party should not be considered as an express or an implied endorsement of any content/information, products/services that may be available to you, or through, the third party.

### LINKING TO THE WEBSITE

You may link to the Website homepage, provided you do so in a way that is fair and legal and does not damage the Company's 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 from any website that is not owned by you. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than

the homepage. The Company reserves the right to withdraw linking permission without notice.

The website from which you are linking must not: contain any material which is defamatory of any person, contain any material which is obscene, offensive, hateful or inflammatory, promote sexually explicit material, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, infringe any copyright, database right or trademark of any other person, be likely to deceive any person, promote illegal activity, be threatening, abusive, or invade another's privacy or cause annoyance, inconvenience or needless anxiety, be likely to harass, upset, embarrass, alarm or annoy any other person, be used to impersonate any person or to misrepresent your identity or affiliation with any person, give the impression that they emanate from the Company if this is not the case, advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If you wish to make use of material on the Website other than set out above, please get in touch: <u>charlotte@thefertilitykitchen.co.uk</u>.

### DATA PROTECTION

The Company is committed to a policy of protecting the rights and privacy of visitors to the Website in accordance with General Data Protection Regulation. The Company processes information about you in accordance with our privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

#### GENERAL

If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

The Company may modify these terms and conditions at any time by publishing the modified terms and conditions on the Website. Any modifications shall take effect 3 days after posting on the Website.

#### **GOVERNING LAW**

These terms and conditions are governed by and to be construed in accordance with English law.

Any disputes shall be subject to the exclusive jurisdiction of the English courts.

#### YOUR CONCERNS

If you have any concerns about material which appears in the Website, please get in touch: <a href="mailto:charlotte@thefertilitykitchen.co.uk">charlotte@thefertilitykitchen.co.uk</a>. Thank you for visiting.