

IMPORTANT LEGAL NOTICE

ATTENTION: THESE TERMS AND CONDITIONS ("THE CONDITIONS") APPLY TO THE ENTIRE CONTENTS OF WEB SITES (THE '**WEBSITE**') (A '**WEBSITE**') ('**WEBSITES**') OWNED BY HiruMed Ltd (THE 'COMPANY') AND TO ANY CORRESPONDENCE BY EMAIL BETWEEN THE COMPANY AND YOU. PLEASE READ THESE CONDITIONS CAREFULLY BEFORE USING A **WEBSITE**. USING A COMPANY **WEBSITE** INDICATES THAT YOU ACCEPT THESE TERMS REGARDLESS OF WHETHER OR NOT YOU CHOOSE TO REGISTER WITH US. IF YOU DO NOT ACCEPT THESE CONDITIONS, DO NOT USE THE **WEBSITE**. THIS NOTICE IS ISSUED BY THE COMPANY.

1. INTRODUCTION

1.1 The Company controls its **WEBSITES** from the UK and therefore does not represent that the contents will be appropriate in all jurisdictions. If you choose to access a **WEBSITE** from countries outside the UK you must ensure compliance with local laws. The use of a **WEBSITES** is subject to you accepting the following Conditions, and the copyright/trademark notice.

1.2 You will be able to access some areas of a **WEBSITE** without registering your details with us. However, certain areas of a **WEBSITE** may only open to you if you are a registered user.

1.3 By accessing any part of a **WEBSITE** you shall be deemed to have accepted these Conditions in full. If you do not accept these Conditions in full, you must leave the **WEBSITE** immediately. You also agree that we may immediately cancel your membership and de-activate your user account and stop any further access by you of any files related to your user account and/or a **WEBSITE** itself.

1.4 The Company may revise a **WEBSITE** at any time without notice. You should check our **WEBSITES** from time to time to review the current Conditions and legal notices and other provisions, as they are binding on you. You agree to accept these changes, whether or not you have reviewed them. Certain provisions of these Conditions may be superseded by notices or conditions located on other pages on a **WEBSITE**.

1.5 The content of each **WEBSITE** belongs to the Company. You are not permitted to reproduce, distribute, modify, display or otherwise use all or any parts of the contents unless expressly authorised to do so by any notice placed on a **WEBSITE** by the Company in which case you must comply with any conditions contained in such notice. Please refer to our Copyright/Trade Mark Notice.

1.6 Unless otherwise stated, the copyright and other intellectual property rights in materials which appear on each **WEBSITE** (including without limitation photographs and graphical images) are owned by the Company or its licensors.

1.7 No part of a **WEBSITE** may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

2. ACCESS TO A WEBSITE

2.1 The Company reserves the right to revise these Conditions, information, materials and notices from time to time or to temporarily or permanently discontinue a **WEBSITE** or any part of it from time to time without notice.

2.2 Whilst the Company endeavours to ensure that each **WEBSITE** is normally available 24 hours a day, the Company will not be liable if for any reason a **WEBSITE** is unavailable at any time or for any period.

2.3 Access to a **WEBSITE** may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reason a **WEBSITE** is unavailable at any time or for any period.

2.4 The Company does not warrant that your use or access to a **WEBSITE** will be uninterrupted or error or virus free nor shall it have any liability for damage caused by hostile software which may affect or infect your computer equipment or property on account of your use or browsing on a **WEBSITE** or your downloading of any material.

3. VISITOR CONTENT AND CONDUCT

3.1 Personal information provided by you to a **WEBSITE** will be used in accordance with our Privacy Policy.

3.2 All content, information, questions, suggestions, messages, comments, ideas, notes or other materials emailed or posted to the message board or on other parts of a **WEBSITE**, whether posted voluntarily or at the Company's request are the responsibility of the person who made the posting. The Company is not responsible for and in no way will be liable for the content of such postings.

3.3 Although the Company has guidelines as to the conduct to be compiled with when posting to a **WEBSITE** you acknowledge that you may be exposed to postings that you may find offensive or obscene.

3.4 You are prohibited from posting or transmitting to or from a **WEBSITE**, any material:

3.4.1 that is threatening, defamatory, harmful, obscene, indecent, harassing, seditious, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, vulgar, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience;

3.4.2 for which you have not obtained all necessary licences or approvals;

3.4.3 which is unsolicited or unauthorised advertising or is a form of promotional material;

3.4.4 which constitutes or encourages conduct which would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of, or infringe the rights of any third party, in the UK or any other country in the world; or

3.4.5 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.5 You may not misuse a **WEBSITE** (including, without limitation, by hacking).

3.6 The Company will fully co-operate with any law enforcement authorities or court orders requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraphs 3.4 or 3.5 above.

3.7 The Company may revoke your right to use a **WEBSITE** or any part of it if you do not comply with clause 3.4 in respect to participating in the message board and/or posting any other material to the **WEBSITE**.

3.8 The Company reserves the right to remove any posting on a **WEBSITE** for any reason at any time.

4 LINKS TO AND FROM OTHER WEBSITES

4.1 Links to third party websites on a **WEBSITE** are provided solely for your convenience. If you use these links, you leave our **WEBSITE**. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their contents. The Company therefore does not endorse or make any representations about them, or any material found there, or any results which may be obtained from using them. If you decide to access any of the third party websites linked to our **WEBSITES**, you do so entirely at your own risk.

4.2 If you would like to link to a **WEBSITE** you may only do so on the basis that you link to, but do not replicate, the home page of the **WEBSITE** and subject to the following conditions:

4.2.1 you do not remove distort or otherwise alter the size or appearance of logos and/or trade marks;

4.2.2 you do not create a frame or any other browser or border environment around the **WEBSITE**;

4.2.3 you do not in any way imply that the Company is endorsing any products or services other than its own;

4.2.4 you do not misrepresent your relationship with the Company nor present any other false information about the Company;

4.2.5 you do not otherwise use any trademarks displayed on the **WEBSITE** without the express written permission from the Company;

4.2.6 you do not link from a website which is not owned by you; and

4.2.7 your website does not contain content which is distasteful offensive or controversial, infringes any intellectual property rights or other rights of any person or otherwise does not comply with all applicable laws and regulations; and

4.2.8 you are not a competitor of the Company.

4.3 The Company expressly reserves the right to revoke the rights granted in paragraph 4.2 above for any reason including (without limitation) for breach of these terms and to take any action it deems appropriate.

4.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 4.2 above.

5. YOUR REGISTRATION RIGHTS

5.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network unless permission is expressly granted in writing by HiruMed.

5.2 Responsibility for the security of any passwords issued rests with you. You must notify the Company immediately in the event of any unauthorised use of your user account or any other known or suspected breach of security including but not limited to loss, theft or unauthorised disclosure of your or a third party's password. For the avoidance of doubt, you are entirely responsible for any and all activities which occur under your user account.

6. CHILDREN

6.1 Our **WEBSITES** are not directed to individuals under 16 years however, given the nature of the Company's business, the content of a **WEBSITE** may provide useful healthcare and scientific information to individuals under 16 years of age.

7. DISCLAIMER

7.1 Whilst the Company endeavours to ensure the information on its **WEBSITES** is correct, the Company does not warrant the accuracy and completeness of the material on a **WEBSITE**. The Company may make changes to the material on its **WEBSITES**, or to the products and prices described in it, at any time without notice. The material on a **WEBSITE** may be out of date, and the Company makes no commitment to up-date such material.

7.2 The material on each **WEBSITE** is provided "as is" without any warranties of any kind. According to the maximum extent permitted by law, the Company provides you with a **WEBSITE** on the basis that the Company excludes all representations, warranties, conditions and other terms (including without limitation the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice may have effect in relation to the **WEBSITE**.

8. LIABILITY

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering a **WEBSITE**), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage which may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, loss of or damages arising from or connected in any way to business interruption) and whether in tort (including without limitation negligence, contract or otherwise) in connection with a **WEBSITE** in any way or in connection with the use, inability to use or the results of use of a **WEBSITE**, any websites linked to a **WEBSITE** or the material on such websites, including but not limited to loss or damage due to viruses which may affect your computer equipment, software, data or other property on account of your access to, use of, or browsing a **WEBSITE** or your downloading of any material from a **WEBSITE** or any websites linked to the Company's **WEBSITES**.

8.2 Nothing in these Conditions shall exclude or limit the Company's liability for (8.2.1) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (8.2.2) fraud; (8.2.3) misrepresentation as to a fundamental matter; or (8.2.4) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on a **WEBSITE** results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. GOVERNING LAW AND JURISDICTION

9.1 These Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

10. GENERAL

10.1 If any of these Conditions are illegal, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining Conditions.

10.2 These Conditions together with our Privacy Policy, Copyright/Trademark Notice and the Membership Agreement (if applicable) are the entire agreement between the Company and you relating to the subject matter herein.

10.3 These Conditions may only be modified by the Company posting changes to these Conditions, or to the **WEBSITE**, or by written agreement of both parties. Each time you access a **WEBSITE**, you will be deemed to have accepted any such changes.

10.4 We may assign our rights and obligations under this Agreement and our successors, assignors and licensees will be entitled to take the benefit of this Agreement.

10.5 The failure of either party to insist upon or enforce the performance of the other party in respect to any provision of these Conditions, or to exercise any right under these Conditions will not be construed as a waiver of such rights.

10.6 Unless specifically provided in these Conditions, no third party shall have any right hereunder.

The registered office of the Company is at:

HiruMed Ltd
Integer House
Coped Hall Business Park
Wootton Bassett
Swindon
Wilts SN4 8DP

If you have any questions or concerns you can contact us by email at:

mail@hirumed.co.uk

If you prefer, you may submit your questions or concerns in writing to the above address.