

ProFouND WEBSITE TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name www.profound.eu.com (**Website**) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Prevention of Falls Network for Dissemination (**ProFouND**).

1. Introduction

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.3 ProFouND may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

- 2.1 You are permitted to print and download extracts from the Website for your own use on the following basis:
 - (a) no documents or related graphics on the Website are modified in any way;
 - (b) no graphics on the Website are used separately from the corresponding text; and
 - (c) ProFouND's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by ProFouND or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 2.3 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without ProFouND's prior written permission.
- 2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

- 3.1 ProFouND is committed to making the information and resources that it provides via the web accessible to all users. We aim to be standards compliant and follow general principles of usability and universal design, which should help all visitors to this website. However, if you do have difficulty accessing this site or require further help, please contact us.
- 3.2 While ProFouND endeavours to ensure that the Website is normally available 24 hours a day, ProFouND shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.3 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the ProFouND's control.

4. VISITOR MATERIAL AND CONDUCT

- 4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. ProFouND shall have no obligations with respect to such material. ProFouND and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from the Website any material:
 - (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory (eg.racism, ageism, sexism), menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences and/or approvals; or
 - (c) which constitutes or encourages conduct that 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 any country in the world; or
 - (d) 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).
- 4.3 You may not misuse the Website (including, without limitation, by hacking).
- 4.4 ProFouND shall fully co-operate with any law enforcement authorities or court order requesting or directing ProFouND to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

- 5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. ProFouND has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. ProFouND therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.
- 5.2 If you would like to link to the 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:
 - (a) you do not remove, distort or otherwise alter the size or appearance of the ProFouND logo;
 - (b) you do not create a frame or any other browser or border environment around the Website;
 - (c) you do not in any way imply that ProFouND is endorsing any products or services other than its own;
 - (d) you do not misrepresent your relationship with ProFouND nor present any other false information about ProFouND;
 - (e) you do not otherwise use any trademarks displayed on the Website without express written permission from ProFouND;
 - (f) you do not link from a website that is not owned by you; and
 - (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 5.3 ProFouND expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate.
- 5.4 You shall fully indemnify ProFouND for any loss or damage suffered by ProFouND or any of its group companies for breach of clause 5.2.

6. REGISTRATION

- 6.1 Each registration is for a single user only. ProFouND does not permit you to share your user name and password with any other person nor with multiple users on a network.
- 6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

- 7.1 While ProFouND endeavours to ensure that the information on the Website is correct, ProFouND does not warrant the accuracy and completeness of the material on the Website. ProFouND may make changes to the material on the Website, or to the products and prices (if any) described in it, at any time without notice. The material on the Website may be out of date, and ProFouND makes no commitment to update such material.
- 7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, ProFouND provides you with the Website on the basis that ProFouND 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, might have effect in relation to the Website.

8. LIABILITY

- 8.1 ProFouND, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of ProFouND's partner organisations 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 that 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, or loss 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 the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.
- 8.2 All content within ProFouND web site is provided for general information only, and should not be treated as a substitute for the medical advice of your own doctor or any other health care professional. Health care professionals using the web site do so at their own risk. ProFouND is not responsible or liable for any diagnosis made by a user including any health care professional based on the content of the ProFouND website nor is ProFouND responsible or liable for any adverse outcome or event resulting from any intervention or advice based on any content on the website or the ProFouND App. . ProFouND is not liable for the contents of any external internet sites listed, nor does it endorse any commercial product or service mentioned or advised on any of the sites.
- 8.3 Nothing in this legal notice shall exclude or limit ProFouND's liability for:
 - (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
 - (b) fraud; or
 - (c) misrepresentation as to a fundamental matter; or
 - (d) any liability which cannot be excluded or limited under applicable law.

- 8.4 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. DISCLAIMERS AND PROFOUND SERVICES

- 9.1 The ProFouND Website is provided as a free service. It contains discussion forums that allow members of the public and professionals to post their queries, concerns and thoughts. Any views expressed or descriptions of diseases and treatments posted in the forums are those of the forum users themselves and unless specifically stated are not those of ProFouND or its partner organisations.
- 9.2 The ProFouND Website and ProFouND App also contains content generated by medical authors. This information is not a substitute for professional medical care by a qualified doctor or other health care professional. ALWAYS check with your doctor if you have any concerns about your condition or treatment. ProFouND is not responsible or liable, directly or indirectly, for ANY form of damages whatsoever resulting from the use (or misuse) of information contained in or implied by the information on this site.
- 9.3 Many of the professionally authored links from the ProFouND Website and the forums on the Website are to reputable institutions and societies and the content contained within can be a tremendous source of information. However, not all of the medical resources on the World Wide Web are authoritative or current. Any decision about your health or medical care based solely on information obtained from the web could be dangerous. Whilst we hope that you will find the sites linked to of interest, ProFouND accepts no responsibility of any nature whatsoever for linked web sites or any information contained in them.
- 9.4 The professional information contained in ProFoUND and linked to these forums could contain technical inaccuracies or typographical errors. ProFouND reserves the right to make changes and improvements to any information contained within its World Wide Web pages, at any time and without notice.
- 9.5 All professionally authored links contained in Website pages were correct at time of going on-line. ProFouND cannot be held responsible for any inconveniences caused by subsequent changes.
- 9.6 The ProFouND App is provided to give bespoke advice based on information given to professionals about your medical, health, fitness or similar information based upon details you provide to them about your lifestyle preferences, family and clinical history and your health aspirations and is intended for you to use solely as an educational aid. The information is in no way designed to substitute the expertise and judgment of your doctor, pharmacist or other healthcare professional and is not advice on which reliance should be placed. You are advised that decisions regarding the diagnosis and treatment of any medical condition, including decisions regarding drug therapy, are complex medical decisions requiring the independent and informed judgment of your appropriate healthcare professional. All specific questions regarding the treatment and care of a medical condition should be posed to your own professional healthcare provider.
- 9.7 ProFouND shall be not be responsible for any loss or damage resulting from the use or reliance on information presented on the ProFouND App or the ProFouND Website for any reason and however it may arise. ProFouND is in no way responsible for any decisions you may make resulting from the use of the information including, but in no way limited to, whether or not you choose to seek professional medical care or treatment. You hereby waive any claim you may have or acquire against ProFouND.

10. GOVERNING LAW AND JURISDICTION

This legal notice 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.

ACCEPT

Issue Date: 12/5/13