

TERMS AND CONDITIONS/ACCEPTABLE USE POLICY

(Last updated: September 2013)

This page (together with the documents referred to on it) tells you the Terms and Conditions on which you may make use of our website <http://www.health-and-parenting.com/> (our site).

Please read these Terms and Conditions carefully before you start to use the site. By using our site, you indicate that you accept these Terms and Conditions and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using our site.

1. INFORMATION ABOUT US

Our site is operated by Health & Parenting Limited ("we" or "us"). We are registered in England and Wales under company number 07895461. You can contact us by post to our registered office address or by email to support@health-and-parenting.com

2. ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may make some parts of our site, or our entire site, available only to users who have registered an account with us. Accordingly you may be required to register an account with us and submit certain personal data to access certain parts of our site.

You may not sell or transfer your account to any other person without our prior written approval.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

When using our site, you must comply with the provisions of our Acceptable Use Policy and Privacy & Cookies Policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

As a condition of us (and/or our partners) providing the site and services available on it to you, you confirm that you will use the site and the services available for your personal, non-commercial use only.

3. INTELLECTUAL PROPERTY RIGHTS

There are two types of content on our site: (1) Content of which we are the owner or the licensee of; and (2) user submitted content which is submitted in accordance with these Terms and Conditions.

We own all intellectual property rights in our site which is not user submitted content. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and private use only. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site (including without limitation any illustrations, photographs, video or audio materials) for any purpose other than your own personal and non-commercial use only without obtaining a licence to do so from us or our licensors in writing.

With respect to user submitted content, no representation or warranty is made by us in respect of that content. You may only submit content to the site which you are entitled to do, and you should carefully note the contents of sections 7, 8 and 9 below.

4. RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site through our blogging service are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

5. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6. OUR LIABILITY

The material displayed on our site and any content you may access or download is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill; and
- wasted management or office time; and any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

7. UPLOADING MATERIAL TO OUR SITE

Our site allows you through a blogging service to upload comments which you can contribute to our site, or to make contact with other users of our site. If you make use of such feature then you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you agree to indemnify (fully compensate) us for any breach of that warranty.

Any material you upload to our site must be owned by you.

Material which you submit will be considered non-confidential and non-proprietary, and we have the irrevocable and perpetual right to use, copy, distribute and disclose to third parties any such material for the use within the site.

We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site.

8. MODERATION OF COMMENTS AND MATERIAL

Please note that we do not actively moderate comments or other content which users may submit to our site. We rely upon community moderation of our site.

We shall examine carefully a comment or other material which a user notifies us as being inappropriate, and we shall exercise in our discretion our right to remove such content.

9. ACCEPTABLE USE POLICY

The following provisions set out our site's Acceptable Use Policy that you must comply whilst you use our site.

9.1 PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below). To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms and Conditions.
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site including without limitation in any way that causes or is likely to cause, distress to any person, or for the purposes of spamming or sending unsolicited emails or messages; or
- any equipment or network on which our site is stored; or
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

9.2 **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions 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 trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse 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 us, 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.
- Solicit the sale of goods or services.
- Include any links to third party sites.

9.3 **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

- Failure to comply with any part of this Acceptable Use Policy constitutes a material breach of the Terms and Conditions, and may result in our taking all or any of the following actions:
- Immediate, temporary or permanent withdrawal of your right to use our site.

- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

9.4 CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.

10. VIRUSES, HACKING AND OTHER OFFENCES

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.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

11. LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These Terms and Conditions are governed by English law.

13. TRADE MARKS

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on our site are registered and unregistered Trademarks of ours and others. Nothing contained on our site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on our site without our written permission or the written permission of such third party that may own the Trademarks displayed on our site. Your misuse of the Trademarks displayed on our site, or any other content on our site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that we will enforce our intellectual property rights to the fullest extent of the law.

14. **VARIATIONS**

We may revise these Terms and Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on our Site.

15. **ENTIRE AGREEMENT**

These Terms and Conditions form the entire agreement between you and us. In the event that any term is found to be unenforceable, it shall be varied with the minimum changes required to give it enforceability in your jurisdiction. All other terms shall remain the same.