# Terms and conditions of use

## Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Wisal ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Wisal ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Wisal ltd and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

## Intellectual property and acceptable use

- 1. All Content included on the Website, unless uploaded by Users, is the property of Wisal ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
- 2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
- 3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Wisal ltd.

#### Prohibited use

- 4. You may not use the Website for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
  - c. making, transmitting or storing electronic copies of Content protected by copyright without the

permission of the owner.

# **Privacy Policy**

5. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the following: view our privacy policy.

# Availability of the Website and disclaimers

- 6. Any online facilities, tools, services or information that Wisal ltd makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Wisal ltd is under no obligation to update information on the Website.
- 7. Whilst Wisal ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- 8. Wisal ltd accepts no liability for any disruption or non-availability of the Website.
- 9. Wisal ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## Limitation of liability

- 10. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 11. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 12. To the maximum extent permitted by law, Wisal ltd accepts no liability for any of the following:
  - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
  - b. loss or corruption of any data, database or software;
  - c. any special, indirect or consequential loss or damage.

#### General

13. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights

will not be affected.

- 14. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
- 15. These terms and conditions together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 16. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
- 17. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
- 18. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 19. These terms and conditions will be governed by and interpreted according to English law. All disputes arising under these terms and conditions will be subject to the exclusive jurisdiction of the English courts.

#### Wisal ltd details

20. Wisal ltd operates the Website www.wisal.co.uk

You can contact Wisal ltd by email on connect@wisal.co.uk

Registered address: International House, 142 Cromwell Road, Kensington, London, England, SW7 4EF

## Miscellaneous:

- Wisal® is not a healthcare provider. In cases of medical emergency please contact your nearest hospital.
- Wisal® accepts no liability for any third party service provider\*.
- Wisal® acts as a facilitator and does not purport to medical advice.

## \*Limitation of liability:

In no event will Wisal ltd, or any of its partners, providers, affiliates, including their respective officers, directors, employees or representatives, be liable for any indirect, incidental, compensatory or punitive damages or damages resulting from loss of profits, lost data or business interruption arising out of the use, inability to use, or the results of use of the service. You agree to indemnify, defend and hold harmless Wisal ltd, its service providers, and each of their subsidiaries, affiliates, officers, directors, shareholders, beneficiaries, members, partners, employees, consultants, attorneys and agents and their respective successors and assigns, if any, (collectively the "Indemnified Parties") from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) arising from or relating to your use of the Services. Recommendations of third party vendors are at your own risk and Wisal ltd shall not be held responsible for any dissatisfaction from any service or merchandise. The decision to use any third party service vendor is totally your own, and is

only a recommendation by us and holds no guarantees for satisfaction. Any complaints, refunds, etc. should be directed to the specific vendor and not to Wisal ltd. The comments and recommendations presented are based on research and opinions collected by the consultants, and are subject to change at any time. In addition, all responses will be provided based upon research and efforts on behalf of our staff. We use all reasonable endeavours to monitor the goods and/or services provided by our service partners but we cannot accept responsibility for any loss, liability or cost incurred by you as a result of any acts or omissions of service partners nor can we guarantee the accuracy of information supplied to you by service partners. No guarantees can be given on behalf of any service partners.