



## USER TERMS AND CONDITIONS

The website [www.nutrifix.co](http://www.nutrifix.co), its mobile version, and the mobile app "Nutrifix" (the "**App**", and together, the "**Sites**") are owned and operated by Nutrifix Ltd, a company registered in England and Wales under number 10037318 with its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ ("**Nutrifix**", "**we**", "**our**", and "**us**")

These terms and conditions (the "**Terms**") (together with the documents referred to in it) set out the terms on which you may make use of the Sites, whether for a fee or for free and whether on a permanent or a trial basis. Use of the Sites includes accessing, browsing, or registering to use the Sites.

Please read these Terms carefully before you start to use the Sites. Your attention is particularly drawn to the following:

- Our [Privacy and Cookies Policy](#) – which sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. By using the Sites, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Limitation of Our Liability and Disclaimers](#) (clause 8).

By visiting and using the Sites, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Sites.

### 1. USE OF THE SITES

1.1 Subject to these Terms, we grant you:

1.1.1 a limited, non-exclusive, non-transferable and revocable licence to access the Sites solely for the purpose of the services offered on the Sites and as an end user; and

1.1.2 a limited, non-exclusive, non-transferable and revocable licence to install and use a copy of the App on your device in the United Kingdom of Great Britain and Northern Ireland solely for the purpose of the services offered by the App and as an end user.

1.2 We reserve the right to introduce at our discretion a registration fee or subscription fee in consideration of the licences granted in clause 1.1.

1.3 We provide the Sites on an "as is" and "as available" basis with all faults. We do not guarantee that the Sites, or any content on them, will always be available or be uninterrupted, or that the Sites, or any content on them, will be free from errors or omissions. We are under no obligation to update the content on the Sites and it may be out of date at any given time. We therefore disclaim all liability and responsibility arising from any reliance placed on the content on the Sites. You agree that your use of the Sites is at your own risk.

1.4 We may change, withdraw, suspend or discontinue all or any part of the Sites at any time without notice, including the availability of any service, feature, database or content. We may also impose limitations on certain features and services or restrict your access to parts or all of the Sites and the content and services available without notice. We will not be liable to you if for any reason any of the Sites are unavailable at any time or for any period.

1.5 You acknowledge that access to the Sites is dependent on you being able to receive data via Wifi or 3G. You are responsible for making all necessary payments including in respect of internet and network connections. We are not responsible for the availability of the internet, or any errors in or damage to connections, equipment, or software that may occur in relation to your use of the Sites.

- 1.6 To the maximum extent permitted by law, we disclaim any and all implied conditions and warranties that the Sites and the services available through them are of satisfactory quality, accurate, fit for a particular purpose, or non-infringing.

## **2. YOUR ACCOUNT AND PASSWORD**

- 2.1 We permit access to certain parts of the Sites only to users who have registered with us. In order to access the services we offer you must register with us. You must be 16 years or older to be eligible to register with us, use the Sites and the content and services provided through them. By using the Sites, you represent and warrant that you are 16 years or older. If you register with us, you must provide true and accurate information about yourself. Should the registration information provided prove false or misleading, we may suspend or terminate your account.
- 2.2 You may not select or use as your account email address an email address of another person with the intent to impersonate that person.
- 2.3 You are responsible for maintaining the confidentiality of your account details, including any passwords or any other piece of information that forms part of our security procedures, and you must not disclose these to any third party. If you know or suspect that anyone other than you knows your password, you must promptly notify us at [contact@nutrifix.co](mailto:contact@nutrifix.co).
- 2.4 You are responsible for all activity under your account even if someone else uses your account. We are entitled to assume that anyone accessing your account is either you or someone authorised by you. You authorise us to act on instructions received under your account and we will not be liable for any loss that you might suffer through following such instructions whether by you or another person.
- 2.5 You must notify us at [contact@nutrifix.co](mailto:contact@nutrifix.co) of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security connected with the Sites, including loss, theft, or unauthorised disclosure of your password or financial information.

## **3. MAKING PAYMENTS IN THE APP**

- 3.1 This clause 3 applies only where the payment feature is made available by us and you are able to make a payment in the App.
- 3.2 Payments may be made in the App using the native payment feature for Apple and Android or by you inputting your payment information.
- 3.3 Where you input your payment information:
- 3.3.1 you acknowledge that you may add and remove payment cards from the App at any time; and
- 3.3.2 you warrant that you have appropriate authority to use the payment card details which you input. By inputting your debit or credit card information, you agree to use of that information for the purpose of making and processing your payment.
- 3.4 You agree that you will check the accuracy of any amount to be paid by you through the App. If you disagree with any part of such amount to be paid, you should request that the disputed amount is removed before you make the payment through the App.
- 3.5 Following payment using the App, we shall email you a copy of your receipt.
- 3.6 In the event that your device or your payment card is lost or stolen, you agree that it is your responsibility to contact the device operator or card company (as applicable) in order to cancel your device or your payment card (as applicable) as soon as reasonably possible following such loss or theft.

## **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 All content published, displayed or performed on the Sites (including, but not limited to text, photographs, images, video clips, interactive applications and search features) ("**Nutrifix Content**") is protected by copyright, trade marks and other intellectual property rights, which are owned or controlled by us or our third party licensors and content providers. Save to the extent expressly provided in these Terms, you shall not obtain any right, title or interest in any of the Nutrifix Content.
- 4.2 You are not granted any commercial, copying, sale, resale, rental, lending, adaptation, reproduction, distribution, publication, modification, or promotional rights for the Nutrifix Content. You may not without our prior written consent (except to the extent required in order to use the Sites in accordance with these Terms) use the Nutrifix Content for any purposes that require such rights, systematically extract any of the Nutrifix Content or in any way use or exploit commercially any of the Nutrifix Content.

## **5. LAWFUL USE**

- 5.1 You may use the Sites only for lawful purposes. You must not use the Sites:
- 5.1.1 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 5.1.2 to send any unsolicited commercial communications (spam); or
  - 5.1.3 to knowingly transmit or introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful and designed to adversely affect the operation of any computer software or hardware.
- 5.2 You also agree not to access without authority, interfere with, damage or disrupt:
- 5.2.1 any part of the Sites;
  - 5.2.2 any equipment, network or server on which the Sites is stored; or
  - 5.2.3 any software used in the provision of the Sites.

## **6. THIRD PARTY LINKS**

Where the Sites contain links to other sites provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or the performance of the services. Your dealings with, and interest in, services, merchants or promotions found on or via the Sites are solely between you and the person with whom you are dealing. Accordingly, you use these services at your own risk and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **7. LINKING TO THE SITES**

You may link to the Sites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it but 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. We reserve the right to withdraw linking permission without notice.

## **8. LIMITATION OF OUR LIABILITY AND DISCLAIMERS**

- 8.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Sites or any content on it, whether express or implied.
- 8.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- 8.3.1 use of, or inability to use, the Sites; or
- 8.3.2 use of or reliance on any content displayed on the Sites.
- 8.4 Please note that we only provide the Sites for domestic and private use. You agree not to use the Sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.5 We will not be liable for any loss or damage caused by a virus or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any content on it, or on any website linked to it.
- 8.6 We assume no responsibility for the content of websites linked on the Sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 8.7 You expressly acknowledge and agree that neither we, nor any of our directors, employees, shareholders or affiliates have any responsibility or liability for assessing your suitability to follow any advice, recommendations or information on the Sites.
- 8.8 We are not medical professionals, and we cannot give you any advice about your about your medical health or condition. The content and services on the Sites are provided to you for information purposes only and do not amount to or act as a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of a doctor if you have any questions or concerns about your medical health or condition. You should never delay seeking or disregard medical advice based on any information on the Sites.

## **9. SUSPENSION AND TERMINATION**

- 9.1 Failure to comply with these Terms constitutes a material breach of the terms upon which you are permitted to use the Sites. If in our opinion you fail to comply with these Terms, it may result in our taking all or any of the following actions at our discretion:
  - 9.1.1 immediate, temporary or permanent withdrawal of your right to use the Sites;
  - 9.1.2 immediate, temporary or permanent removal of any posting or material uploaded or otherwise transmitted by you to the Sites;
  - 9.1.3 issue of a warning to you.

The actions described in this clause are not limited, and we may take any other action we reasonably deem appropriate.
- 9.2 We may, in our absolute discretion, suspend or terminate your access to all or part of the Sites and the content and services available through it with or without notice.
- 9.3 Upon and following such suspension or termination:
  - 9.3.1 the licence to use the Sites and its content and services shall immediately terminate;
  - 9.3.2 we may deny you access to your account and services provided through the Sites; and
  - 9.3.3 we may deny you access to any information you have stored through the Sites and this may not be retrieved later. You will not be able to recover any data on a deactivated account. We therefore recommend that you keep a copy of any information or User Content you store through the Sites if you want to be able to permanently access such information or User Content.
- 9.4 You may at any time close your account and cease the use of the Sites.

## **10. GENERAL**

- 10.1 We may change these Terms from time to time. Any changes we may make to these Terms in the future will be posted on this page and, where appropriate, notified to you by email. Please visit this page frequently to see any updates or changes to these Terms. You can determine when this policy was last updated by checking the “Last updated” date at the end of these Terms.
- 10.2 If we do not exercise or enforce any legal right or remedy which may be available to us, this will not be taken to be a formal waiver of our rights.
- 10.3 If any part of these Terms shall be unlawful or unenforceable for any reason, this shall not affect the remainder of these Terms and that part shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.
- 10.4 If we are acquired by, or merge with, a third party, we may transfer any or all of our rights and obligations under these Terms to that third party or the newly merged entity.
- 10.5 All legal notices in relation to the Sites or these Terms should be given in writing and addressed to [contact@nutrifix.co](mailto:contact@nutrifix.co).
- 10.6 These Terms, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.

## **11. CONTACT US**

Questions, comments and requests regarding these Terms are welcomed and should be addressed to:

Nutrifix Ltd  
Address: 71-75 Shelton Street, London, United Kingdom, WC2H 9JQ  
Email: [contact@nutrifix.co](mailto:contact@nutrifix.co)

Last updated: 14<sup>th</sup> June 2016