



KNOW YOUR OWN HEALTH TERMS AND CONDITIONS

These terms and conditions (the "Terms") are the terms on which this website kyoh.org (the "Website") is made available to you ("you"/"your").

1. INFORMATION ABOUT US/ GENERAL INFORMATION

- I. We are Know Your Own Health Limited a company registered in England and Wales under registration number 07470660, our registered address is 27 Mortimer Street, London W1T 3BL and the address at which we are established is 85a High Street, Lewes, BN7 1XN ("we"/"us"/"our").
- II. If You have any questions, complaints or comments on this Website then You may contact Us on talktous@kyoh.org.

2. THE WEBSITE

- I. All content within the Website is provided for general information purposes only. The content on the Website is in no way intended to be, and should not be treated as, a substitute for the medical advice of your own doctor or any other qualified health care professional. The content on the Website should not be used as the basis for diagnosis or choice of treatment and We shall not be responsible or liable for any diagnosis made or treatment chosen by any user based on the content of the Website.
- II. Some of the content within the Website is provided by third parties. We are not able to verify the accuracy or reliability of this information. We shall not be liable for the contents of any external internet sites listed and we do not endorse any commercial product or service mentioned or advised on the Website. Always consult your own GP if you are in any way concerned about your health.
- III. If you think find any content on the Website that you think should not be appearing on the Website, we recommend that you immediately contact us by Know Your Own Health Limited, 85a High Street, Lewes, BN7 1XN, UK or talktous@kyoh.org so that we may take any necessary action.

3. REGISTRATION, PASSWORDS AND SECURITY

- I. You will need to register with the Website to access the features and functions of the Website by selecting a valid username and password.
- II. You are responsible for maintaining the confidentiality of your password and user name for the Website and are responsible for all activities that are carried out under them. We do not have the means to check the identities of people using the Website and will not be liable where your password or user name is used by someone else. You agree to notify Us immediately of any unauthorised use of your



password or user name of which You become aware.

4. YOUR USE OF THE WEBSITE

You must be at least 18 years old to use the Website.

You agree that in using the Website You will not:

- I. use the Website in any way that may: (i) lead to the encouragement, procurement or carrying out of any criminal or unlawful activity; (ii) may infringe any applicable law; or (iii) may cause us to incur liability to any third party;
- II. use the Website for any purpose other than Your personal use;
- III. email, transmit or otherwise disseminate any content which is defamatory, obscene, in breach of copyright, vulgar or indecent or may have the effect of being harassing; threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- IV. advertise or promote third party or Your own products or services including by way of the distribution of 'spam' email;
- V. disrupt or attempt to disrupt the Website or inhibit access to the Website by others. You agree not to use the Website to distribute viruses, trojans or other harmful programs;
- VI. access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Website security measures.

The Website includes a function that allows you to invite friends to view content you have included in your profile. Your friends will have to register with the Website to view this content. You agree not to use this "share" function to email people you do not know or anyone you are not sure would be happy to receive such emails. You further agree not to send identical (or substantially similar) messages via the Website repeatedly to the same person without their prior consent.

Your use of the Website and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Website and its contents.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Website or the computer codes of elements comprising the Website other than strictly for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

Any use other than that permitted under this paragraph 4 may only be undertaken with Our prior express authorisation.



By submitting information, text, photos, graphics or other content to Us via the Website, You grant Us a right to use such materials at Our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website.

We reserve the right to suspend, restrict or terminate Your access to this Website at any time without notice at Our discretion if we have reasonable grounds to believe You have breached any of the restrictions in this paragraph 4 or for any other reason.

5. LINKS TO OTHER WEBSITES

We may provide links to other websites and resources owned and operated by third parties from time to time. These links are provided for Your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. These third party websites and resources have their own terms of use and we strongly recommend that you review them. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites. You agree that You will not involve Us in any dispute between You and the third party.

6. OUR LEGAL OBLIGATIONS AND LIMITS ON LIABILITY

Nothing in these Terms shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence of Our employees or agents.

We do not accept any liability for damage to Your computer system or loss of data that results from Your use of the Website and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features.

Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the information on the Website itself will be free from errors or omissions.

We do not warrant that the Website will be available uninterrupted and in a fully operating condition. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control. We reserve the right to suspend, restrict or terminate access to this Website at any time without notice to you. All content and services on the Website are provided on an 'as is' and 'as available' basis.

As a consumer you have certain legal rights in respect of losses caused by our failure to carry out our obligations. Nothing in these Terms shall restrict



Your statutory rights (including Your rights to receive a reasonable standard of service).

We are not responsible for the following types of loss or damage that may arise from your use of the Website:

- I. any loss or damage which you and we could not anticipate nor expect to happen when you first accessed the Website;
- II. any loss or damage which is indirect or a side effect of the main loss or damage and which you and we could not anticipate nor expect to happen when you first accessed the Website; and
- III. any loss or damage which results from events beyond our control, such as an act of God, accident, fire, lockout, rule or order or act of Government or any other act or event which is beyond our reasonable control.

7. SECURITY AND PRIVACY

You must read Our [Privacy Policy](#) which contains important information about the use of Your personal data and other information regarding Your privacy.

8. CHANGES TO THESE TERMS AND CONDITIONS

We are constantly looking for new ways to improve the Website. We therefore reserve the right to amend these Terms at any time so please review the relevant pages regularly. All such changes will take effect once they have been posted on the Website and You will be deemed to have accepted any such changes by Your use of the Website from such time.

9. SEVERENCE

If any provision of these Terms is found by a court or a regulator to be invalid or unenforceable then that provision shall be deleted from the Terms and the other provisions shall continue to apply.

10. GOVERNING LAW AND JURISDICTION

In the event of any dispute between You and Us concerning these Terms, the laws of England and Wales will apply (or the laws of Scotland or Northern Ireland if you live there). If You wish to take court proceedings against Us You must do so in the courts of England and Wales unless you live in Scotland or Northern Ireland, in which case you can choose to bring proceedings there.

These Terms were last updated on 6 November 2013.