

Pure-Tec Limited Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our website exercise.co.uk (our site).

Who we are and how to contact us

exercise.co.uk is a site operated by Pure-Tec Limited ("We"). We are a limited company registered in England and Wales under company number 03042924 and have our registered office at Puretec Offices, Britannia Road, Goole, East Riding of Yorkshire, DN14 6ET. Our VAT number is GB647393702.

Acceptance of Terms

By viewing our site, or in consideration of your access to the content we make available through our site (whichever is the case), you confirm that you accept these terms of use and that you agree to comply with them and any other terms that apply to our services from time to time.

If you do not agree to these terms or any other terms on our site, you must not use our site and must not make any use of our content on our site.

We recommend that you print or save a copy of these terms for future reference.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on the 2nd of December 2021.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <https://www.exercise.co.uk/privacy-policy>.

- Our Cookie Policy <https://www.exercise.co.uk/cookie-policy>, which sets out information about the cookies on our site.
- If you purchase goods or services from our business, our Terms and conditions of supply <https://www.exercise.co.uk/terms-and-conditions> will apply to the sales.
- Any other terms and conditions that we tell you will apply to our products and services as may be updated from time to time.

We may suspend or withdraw our site

Our site is made available free of charge.

Except as we may expressly agree with you in writing from time to time in relation to a specific product or service that we provide, we do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, or such other period of notice we have agreed with you specifically for that particular thing.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it including but not limited to all text, graphics, photographs, trademarks, logos, branding, the look and feel of our site and documentation generally and all other content we make available whatsoever. Those 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 of the content we display publicly on the page(s) of our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. However, you must not obscure any of our branding or marks and you must identify us as the source of the content (you must not claim it as your own).

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You must not modify the paper or digital copies of any copies of any materials or content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of specific products or services to you, which will be set out in our applicable

Terms and conditions of supply. Our main terms of sale are available at <https://www.exercise.co.uk/terms-and-conditions/>.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you 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:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site 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.
- Exercises that we provide or link to are provided for guidance only. You acknowledge that you must user proper caution when conducting any form of exercise and you should stop immediately if you don't feel well or if you experience any unusual discomfort or pain.
- **Any form of exercise can be dangerous if not performed correctly**, accordingly, health insurance is generally available for you to protect yourself against the financial risk of many types of injury and activity, it is always your own choice whether or not to take such risk.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy which can be found at <https://www.exercise.co.uk/privacy-policy>.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service for any length of time;
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for any purpose deemed appropriate for any length of time.

We are not responsible for viruses, and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to our site in any website that is not owned by you.

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Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact us first to ask for permission.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trade marks are registered

You are not permitted to use them without our approval, unless they are part of material you are using as permitted under How you may use material on our site.