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## WEBSITE USE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use our website [www.uniqueintervention.com](http://www.uniqueintervention.com) and the related app (“Our Website”). Please read these Terms and Conditions carefully and ensure that you understand them. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Website immediately.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“You”, “yours”, “user”	Means you, a visitor of Our Website;
“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Website; and
“We/Us/Our”	means Unique Intervention Limited, a limited company registered in England under company number 10639948, whose registered address is at Equity House, 128-136 High Street, Edgware, Middlesex, UK, HA8 7TT.

### 2. Information About Us

2.1 Our Website is owned and operated by Unique Intervention Limited, a limited company registered in England under company number 10639948, whose registered address is at Equity House, 128-136 High Street, Edgware, Middlesex, UK, HA8 7TT.

### 3. Access and Changes to Our Website

- 3.1 Access to the full version of Our Website requires a subscription. Visitors may visit certain pages of Our Website without requiring a subscription.
- 3.2 We may from time to time make changes to Our Website.
- 3.3 We will always aim to ensure that Our Website is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes.

#### **4. Our Intellectual Property Rights and Licence**

- 4.1 We grant you a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Website for personal (including research and private study) and business purposes, subject to these Terms and Conditions.
- 4.2 Subject to the licence granted to Us under sub-Clause 4.3, users retain the ownership of copyright and other intellectual property rights in their user Content (subject to any third party rights in that user Content and the terms of any licence under which you use such Content).
- 4.3 All other Content included in Our Website (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 4.4 By accepting these Terms and Conditions, you hereby undertake:
  - 4.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Website;
  - 4.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Website;
  - 4.4.3 Not to allow or facilitate any use of Our Website that would constitute a breach of these Terms and Conditions; and
  - 4.4.4 Not to embed or otherwise distribute Our Website on any website, ftp server or similar.

#### **5. Links to Our Website**

- 5.1 You may link to Our Website is hosted provided that:
  - 5.1.1 You do so in a fair and legal manner;
  - 5.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 5.1.3 You do not use any of Our logos or trade marks (or any others displayed on Our Website) without Our express written permission; and
  - 5.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 5.2 You may not link to Our Website from any other website the content of which contains material that:
  - 5.2.1 Is sexually explicit;
  - 5.2.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 5.2.3 Promotes violence;
  - 5.2.4 Promotes or assists in any form of unlawful activity;

- 5.2.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 5.2.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 5.2.7 Is calculated or is otherwise likely to deceive another person;
  - 5.2.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
  - 5.2.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.2);
  - 5.2.10 Implies any form of affiliation with Us where none exists;
  - 5.2.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or
  - 5.2.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 5.3 Please note that the content criteria described above in sub-Clause 5.2 apply only to content over which the owner and/or operator of the website in question has direct control. You will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a website on which you establish a link to Our Website post content such as comments that violate the above criteria.

## **6. Links to Other Content**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## **7. User Content**

- 7.1 You agree that you will be solely responsible for any and all user Content that you create or upload using Our Website. Specifically, you agree, represent and warrant that you have the right to create or upload the user Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 9.
- 7.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 7.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 7.3 You (or your licensors, as appropriate) retain ownership of your user

Content and all intellectual property rights subsisting therein. By creating or uploading user Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your user Content for the purposes of operating and promoting Our Website.

- 7.4 If you wish to remove user Content, you may do so by contacting [yourdata@uniqueintervention.com](mailto:yourdata@uniqueintervention.com). Removing User Content also revokes the licence granted to Us to use that user Content under sub-Clause 7.3. You acknowledge, however, that caching or references to your user Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 7.5 We may reject, reclassify, or remove any user Content created or uploaded using Our Website where that user Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the user Content in question should be removed as a result.

## **8. Intellectual Property Rights and User Content**

- 8.1 All user Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant user. All user Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another user's Content without first obtaining the express consent of the user to whom the user Content in question belongs.
- 8.3 We may take technical measures to limit and/or restrict the ability of users to unlawfully copy user Content created using Our Website. Despite such measures, We do not make any representation or warranty that your user Content will not be unlawfully copied without your permission.

## **9. Acceptable Usage Policy**

- 9.1 You may only use Our Website in a manner that is lawful and that complies with the provisions of this Clause 9. Specifically:
  - 9.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
  - 9.1.2 You must not use Our Website in any way, or for any purpose, that is unlawful or fraudulent;
  - 9.1.3 You must not use Our Website to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

- 9.1.4 You must not use Our Website in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 9.2 The following types of user Content are not permitted on Our Website and you must not create, submit, communicate or otherwise do anything that:
  - 9.2.1 is sexually explicit;
  - 9.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 9.2.3 promotes violence;
  - 9.2.4 promotes or assists in any form of unlawful activity;
  - 9.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 9.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 9.2.7 is calculated or otherwise likely to deceive;
  - 9.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - 9.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 9.2);
  - 9.2.10 implies any form of affiliation with Us where none exists;
  - 9.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 9.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 9.3 We reserve the right to suspend or terminate your access to Our Website if you materially breach the provisions of this Clause 9 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
  - 9.3.1 Suspend, whether temporarily or permanently, your right to access Our Website;
  - 9.3.2 Remove any of your user Content which violates this Acceptable Usage Policy;
  - 9.3.3 Issue you with a written warning;
  - 9.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 9.3.5 Take further legal action against you as appropriate;
  - 9.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or

- 9.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 9.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## **10. Advertising**

- 10.1 We may feature advertising within Our Website and We reserve the right to display advertising on the same page as any user Content.
- 10.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 10.3 Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our Website including, but not limited to, any errors, inaccuracies, or omissions.

## **11. Disclaimers**

- 11.1 No part of Our Website or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating.
- 11.2 We make no representation, warranty, or guarantee that Our Website will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 11.3 We make reasonable efforts to ensure that the content contained within Our Website is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Website (and the content therein) is complete, accurate or up-to-date.
- 11.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any user Content created or uploaded using Our Website. Any such opinions, views, or values are those of the relevant user, and do not reflect Our opinions, views, or values in any way.

## **12. Our Liability**

- 12.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the contract between us was formed.
- 12.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including

negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Website or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is user Content) included in Our Website.

- 12.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 12.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Website or any Content (including User Content) included in Our Website.
- 12.5 If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 12.6 We exercise all reasonable skill and care to ensure that Our Website is free from viruses and other malware. Subject to sub-Clause 9.1.3, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Website (including the downloading of any Content (including user Content) from it) or any other website or service that We may provide a link to.
- 12.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 12.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

### **13. Viruses, Malware and Security**

- 13.1 We exercise all reasonable skill and care to ensure that Our Website is secure and free from viruses and other malware. We do not, however, guarantee that Our Website is secure or free from viruses or other malware and accept no liability in respect of the same.
- 13.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Website.



- 13.4 You must not attempt to gain unauthorised access to any part of Our Website, the server on which Our Website is stored, or any other server, computer, or database connected to Our Website.
- 13.5 You must not attach Our Website by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 13.6 By breaching the provisions of sub-Clauses 13.3 to 13.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Website will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

#### **14. Privacy and Cookies**

The Use of Our Website is also governed by Our Privacy and Cookie Policy which provide further details on how we process your personal data.

#### **15. Other Important Terms**

- 15.1 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.2 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

#### **16. Changes to these Terms and Conditions**

- 16.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Website after the changes have been implemented. You are therefore advised to check this page from time to time.
- 16.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

#### **17. Contacting Us**

To contact Us, please email Us at [yourdata@uniqueintervention.com](mailto:yourdata@uniqueintervention.com)

#### **18. Law and Jurisdiction**

- 18.1 These Terms and Conditions, the Contract and your use of Our Website (whether contractual or otherwise) shall be governed by, and construed



in accordance with the law of England & Wales.

- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions and your use of Our Website (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.