

ACCEPTANCE OF TERMS OF USE

Welcome to www.inverdy.com ("Site"). These are our Terms of Use which you should read before you use the Site. These terms are a legally binding agreement between Inverdy and you. They will govern the relationship between you and us and everything that you do on the Site. If you do not wish to be bound by these Terms of Use, please do not use the Site. We may change our Terms of Use from time to time without notification and you should regularly review these terms when you visit our site.

1. INVERDY

This Site is owned and operated by Inverdy Limited ("we", "us", "our"). If you would like further information about Inverdy or anything else referred to on the Site, please [contact us](#).

2. USE OF THE SITE

2.1 You may not use the Site in any improper or unlawful manner or in breach of any legislation or license that applies to you.

2.2 Except as expressly permitted, you agree that when using the Site you will not:

- (a) publish, post, upload, store, distribute or disseminate any unlawful, defamatory, infringing, obscene, harmful, confidential, hateful, or otherwise illegal material or information or anything which might constitute a criminal or civil offence;
- (b) upload files or other data that contain software or other material which are the intellectual property rights of any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents; or
- (c) upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the Site or any other computer.

3. COMPETITIONS AND PRIZE DRAWS

From time to time it may be possible to enter competitions or prize draws through the Site. There may be additional terms and conditions applicable to those competitions or prize draws. Where additional terms apply you will be notified of that fact and given an opportunity to read those terms and conditions before you enter the competition or the prize draw.

4. INTELLECTUAL PROPERTY

4.1 All Intellectual Property Rights (as defined at 4.4 below) in or to the materials and information made available to you through the Site are either owned by us or licensed to us by our third party partners. You may only use such information or materials in accordance with these Terms of Use.

Except as expressly provided in these Terms of Use, we do not grant any express or implied right to you to use the materials or information made available to you through the Site and nothing in these Terms of Use shall be construed as an assignment of any Intellectual Property Rights in or to such materials or information. All our rights are hereby expressly reserved.

4.2 You may view, download and print any materials and information made available to you through the Site subject to the following conditions:

- (a) the material and information may only be used for your personal and non-commercial purposes;
- (b) the material and information shall not be reproduced or included in any other work or publication in any media without the written permission of Inverdy;
- (c) the material and information may not be modified or altered in any way;
- (d) the material and information may not be distributed or sold to any third party;
- (e) you may not remove any copyright or other proprietary notices contained in the material or the information.

4.3 We do not give you any rights in relation to Intellectual Property Rights in any service that you purchase from or via the Site.

4.4 The term "Intellectual Property Rights" shall be taken to mean all patents, registered and unregistered trade marks and service marks, domain names, registered designs and design rights, copyright (including such rights in computer software and databases), database rights and moral rights (in each case for the full period thereof and extensions, revivals and renewals thereof), applications for the foregoing and the right to apply for any of the foregoing anywhere in the world, and all similar rights anywhere in the world including those subsisting in inventions, designs, drawings and computer programs.

5. WARRANTIES AND DISCLAIMERS

5.1 We will exercise all reasonable skills and care in providing the Site. We obtain the materials and information provided on the Site from third party partners and so we are not able to guarantee the accuracy, completeness, currency or reliability of any such materials or information.

5.2 Therefore, except as expressly provided in these Terms of Use, the Site and all materials and information provided through it are provided on an "as is" basis without warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise) and all other conditions, statements and warranties (including, but not limited to, any implied warranty of the witness for a particular purpose of the Site or that your use of the Site will not infringe the rights of any third party) are hereby excluded to the fullest amount permissible by law. Without limiting the foregoing, we make no warranty that the Site and all materials and information provided through it will meet your requirements. Therefore we advise you to check any materials or information provided to you through the Site as any reliance that you place on the accuracy, completeness, currency or reliability of that information is at your own risk.

5.3 This Site contains links to websites and microsites operated by third parties that are not under our control and are provided to you for your convenience only. We make no warranties or representations whatsoever about any other website which you may access through this Site or any services that they may provide.

Without limiting the foregoing, these sites are in no way approved, vetted, checked or endorsed by us and you agree that we shall not be responsible or in any way liable for the content, accuracy, compliance with relevant laws or accessibility of any information, data, advice or statements or for the quality of any services available on such sites. If you choose to access a website beyond our control, you do so at your own risk. In addition, use of any such third party website or microsite may be subject to your acceptance of additional terms and conditions.

6. LIMITATION OF LIABILITY

6.1 Nothing in these Terms of Use shall be construed as an attempt to limit or exclude our liability in respect of:

- (a) any loss suffered by you as a result of your reliance on any fraudulent misrepresentation made by us to you;
- (b) any other liability that cannot be so limited or excluded at law.

6.2 Subject to Clause 6.1, you agree that we shall not be liable for:

- (a) any indirect loss, claim or damage, or any punitive, special, incidental or consequential damages of any kind (including but not limited to lost savings or loss or corruption of data); or
 - (b) any loss of profit (whether direct or indirect), whether based in contract, tort (including negligence), strict liability, or otherwise, which arises out of or is in any way connected with:
 - (c) any use of this Site or its contents;
 - (d) any failure or delay in the use of any component of the Site or any service including, without limitation, any unavailability of the Site or the services irrespective of duration of any period of unavailability; or
 - (e) any use of or reliance upon any information, material, software, services and related graphics obtained through the Site,
- in all cases even if we have been forewarned of the possibility of such loss or damage.

6.3 Without limiting the effect of Clause 6.2, due to the inherent risks of using the internet, we cannot be liable for any damage to, or viruses that may infect, your computer equipment or any other property when using or browsing the Site. The downloading or other acquisition of any materials or information through the Site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from the downloading or acquisition of any such materials.

6.4 You agree that you shall indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party because your use of the Site or any material or information through the Site is in breach of these Terms of Use.

6.5 We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

7. TERMINATION

7.1 We may terminate these Terms of Use immediately on giving notice in writing to you if:

- (a) you commit any breach of any term of this Agreement; or
- (b) you do not comply fully with Clause 2 above; or
- (c) you commit a material breach of these Terms; or
- (d) we choose to so terminate in our sole discretion.

7.2 We may terminate these Terms of Use forthwith subject to any outstanding payments due.

7.3 Forthwith upon termination of this Agreement, you cease all use of the Site. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement, which is expressly or by implication intended to come into or continued in force on or after such termination and neither shall it affect any common rights that are available to you.

8. DATA PROTECTION AND PRIVACY

We will only use any personal information that we may collect about you in accordance with our [Privacy Policy](#).

9. NO WAIVER

Any failure or delay by us to enforce any of our rights under these Terms of Use is not to be taken as or deemed to be a waiver of that or any other right unless we acknowledge and agree to such a waiver in writing.

10. THIRD PARTY RIGHTS

These Terms of Use are not intended to be for the benefit of, and shall not be exercisable by, any person who is not a party to these Terms of Use under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11. SEVERABILITY

If any clause or part of a clause of these Terms of Use is, or becomes, invalid, illegal or unenforceable, then that clause or part of a clause shall be deemed to be deleted from these Terms of Use. Any such deemed deletion shall not affect the validity, legality or enforceability of the remainder of these Terms of Use.

12. ENTIRE AGREEMENT

The warranties, exclusions and the other express provisions of these Terms of Use and the [Privacy Policy](#) set out the full extent of our obligations and liabilities concerning its subject matter and supersede any previous agreements between the parties relating thereto. Subject to Clause 6.1, you shall have no remedy in respect of any untrue statement made to you upon which you relied in entering into these Terms of Use other than any remedy you may have for breach of the express terms of these Terms of Use.