

NoFussFun Terms and Conditions of Website Use ("Terms of Use")

1. Access to this Website

- 1.1 Access to this website is permitted on a temporary basis. NoFussFun ("**NFF**") expressly reserves the right without notice to discontinue user access to this website at any time and for any reason. NFF shall have no liability to you in the event that this website is unavailable at any time and whether such non-availability is temporary or permanent.
- 1.2 NFF may restrict user access to some parts of this website, or to the entire website. If you choose a password as part of NFF's security procedures, you must treat such information as confidential and you must not disclose it to any third party. NFF may at any time and without notice disable any password if in our opinion you have failed to comply with any of the provisions of these Terms of Use.
- 1.3 NFF does not guarantee uninterrupted or reliable access to this website and NFF makes no guarantees whatsoever as to its operation, availability, functionality or otherwise.
- 1.4 You must not misuse this website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website. You must not attack this website 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 this website will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

2. Intellectual Property Rights and Limitations on Use

- 2.1 All brand names, product names and/or service names used in this website are trademarks, trade names, service marks or copyrights of NFF. Any use of any such brand name, product name and/or service name without the express, prior, written consent of NFF may constitute an infringement of those rights and NFF gives no permission for the use of any such item in any way whatsoever.
- 2.2 All materials (including, without limitation, all designs, text, graphics, images, artwork, video media and their design, structure, selection, arrangement and general "look and feel") on this website are the copyright of NFF and are protected by intellectual and copyright laws.
- 2.3 Except as otherwise stated in these Terms of Use, no material on this website nor any part of it may be copied, stored (in any medium), reproduced, modified, transmitted, reused, re-posted or used for public or commercial purposes in any form whatsoever, whether physical, electronic or otherwise, without NFF's express, prior, written consent. Where "Printer Friendly" versions of any of the pages of this website are shown to be available, you may print out those pages and retain for your own personal, lawful, non-commercial use only- provided that you do not remove or amend or change any copyright and other proprietary notices contained on the materials. In the event that

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- 3.1 You may link to this website only with NFF's prior, express written consent, and, in the event that such consent is provided, you must do so in a way that is fair and legal and does not damage NFF's reputation or take advantage of it- and does not suggest any form of association, approval or endorsement on NFF's part where none exists. NFF reserves the right to withdraw linking permission without notice.
- 3.2 If this website provides access via hypertext or other links to resources in other websites, such links shall be for information only. NFF has no control over the contents of these websites or resources and is not responsible for and does not endorse any linked entities nor authorise any act which may be in breach of copyright or any other third party rights which are protected in law or by international treaties. NFF does not accept any responsibility or liability for any of the material contained on any third party website/s. Your linking to any other off-website pages or other websites is entirely at your own risk.

4. Information and General Disclaimer

- 4.1 The content on this website is provided for general information only. It does not constitute advice and should not be relied upon in making (or refraining from making) any decision and is not to be used or relied upon for any diagnostic or treatment purposes. This information does not create any patient-educational psychologist relationship and should not be used as a substitute for professional diagnosis and treatment. Please consult your appropriate health care provider for guidance about a specific condition (medical or non-medical) before making any related decisions.
- 4.2 NFF uses reasonable care to ensure that the content on this website is accurate and up to date. We may update this website from time to time, and may change the content at any time. If any of the content on this website is out of date we are under no obligation to update it. We do not guarantee that this website, or any content on it, will be free from errors or omissions and therefore you should independently verify the accuracy of the information yourself before placing any reliance upon it.
- 4.3 NFF and any other party involved in producing or delivering this website make no warranty that the contents of this website are free from infection by viruses or anything else that has contaminating or destructive properties and users are advised to take all appropriate steps (including the use of up-to-date anti-virus software) to minimise the impact of any such viruses or similar items. NFF assumes no responsibility for and shall not be liable for any damage to your computer equipment or other property on account of your access to, use of, or browsing in this website or your downloading of any materials, data, text, images, video or audio from this website.
- 4.4 For the reasons referred to above and because NFF does not have any control over the use to which the information on this website may be put, NFF hereby disclaims any and all warranties, whether express or implied, statutory or otherwise, as to the accuracy of any information contained on this website and/or the availability of this website and, accordingly, NFF shall have no liability for any loss or damage howsoever arising and of whatever nature incurred in the use of this website or in reliance on any information

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5. Changes to Access, Website Content and these Terms of Use

- 5.1 NFF may alter without notice the arrangements for access to this website or change the content, presentation and/or facilities of this website. We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes made as they are binding on you. NFF may add to or change these Terms of Use without notice. It is your responsibility as a user to refer to these Terms of Use on accessing this website. Changes will be effective immediately after posting to this website and you will be deemed to have accepted any change if you continue to access this website after that time.

6. Material Submitted by Users

- 6.1 In the event that any element of this website contains material submitted by users, NFF does not accept any responsibility for the content or accuracy of such material and the views expressed are not necessarily those of NFF.
- 6.2 Any material or information transmitted to or posted to this website by any means will be treated as non-confidential and non-proprietary and may be disseminated or stored or used by NFF for any purpose whatsoever.
- 6.3 Do not post or transmit to or from this website any unlawful, threatening, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or racist, harmful, threatening or menacing or any other material which could give rise to any civil or criminal liability.
- 6.4 NFF reserves the right at any time and without notice to edit or remove any material posted to this website by any user for any reason whatsoever.
- 6.5 You agree not to upload, email to us or print any images, text, image, design, trademark, service mark, or any copyrighted work of any third party or other copyrighted material without the express permission of the owner.
- 6.6 NFF reserves the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to this website constitutes a violation of their intellectual property rights or of their right to privacy.

7. Information Security and Data Protection

- 7.1 Subject to Clauses 7.2 and 7.3 below, any communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, graphics or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post shall become the exclusive property of and may be used in whole or in part by NFF at any time and for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. NFF is free to use any ideas, concepts, know-how or techniques contained in any communication you send to this website for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

- 7.2 NFF will only collect and process your personal data when it has a legal basis for processing said data, in accordance with the relevant data protection legislation.
- 7.3 NFF's Privacy and Cookie Policy sets out how NFF processes information about you. It also contains information about how you can exercise your data protection rights. By using this website you consent to such processing and you warrant that all data provided by you is accurate.

8. Transactions Concluded Through this Website

- 8.1 Contracts for the supply of goods concluded through this website or as a result of visits made by you to this website are governed by NFF's Terms and Conditions of Sale.

9. Cookies

- 9.1 NFF utilises cookies and similar tools to improve your experience and this website's performance. Please see NFF's Privacy and Cookie Policy for further information.

10. Rights of Third Parties

- 10.1 By using this website you expressly agree to waive any rights that you may have under the Contracts (Rights of Third Parties) Act 1999 to bring a claim in respect of any other agreement entered into between NFF and you in relation to the subject matter of these Terms of Use and further agree that all third parties shall be expressly excluded from bringing a claim under the said Act in relation to these Terms of Use and/or your use of this website.

11. Invalidity of Terms

- 11.1 If any term (or part thereof) of these Terms of Use is/are found to be unlawful, void or unenforceable for any reason, that term (or part thereof) shall be deemed severable and shall not affect the validity and enforceability of the remaining terms.

12. Governing Law

- 12.1 These Terms of Use are governed by the laws of England and Wales.
- 12.2 Notwithstanding the provisions of paragraph 12.1, you are responsible for compliance with applicable local laws relating to the use of or otherwise connected with this website. To the extent that this website or any activity contemplated by it would infringe any law of a jurisdiction other than England and Wales, then you are prohibited from accessing this website or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms of Use.