

## **PLEASE READ THESE USER ACCESS TERMS CAREFULLY BEFORE USING THIS SITE**

These terms apply to you as the individual accessing the site and the data held on the site. It is important that you comply with these terms. In particular, you are given access to confidential data and you must take appropriate care with this information. If you do not comply with these User Access Terms, then you could be in breach of the law, as well as being in breach of this agreement – you could also be putting your employer (or another organisation giving you access) in breach of their terms with us.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By accessing our site, you confirm that you accept these User Access Terms and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

## **OTHER APPLICABLE TERMS**

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

Our Website Terms and Conditions <https://www.moveitorloseitclub.co.uk/terms-conditions/> which sets out the terms of sale for our products and services.

Our Privacy Policy <https://www.moveitorloseit.co.uk/privacy-policy/> which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **INFORMATION ABOUT US**

<https://www.moveitorloseitclub.co.uk/> is a site operated by Move it or Lose it Limited ("We"). We are registered in England and Wales under company number 07320699 and have our registered office at Cockhill Farm, Middleton Lane, Middleton, Tamworth, United Kingdom, B78 2BW.

## **BREACH OF THESE TERMS**

If you are in breach of these User Access Terms, we may suspend your access or terminate your access permanently.

## **CHANGES TO THESE TERMS**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## **CHANGES TO OUR SITE**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## **ACCESSING OUR SITE**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. We do not guarantee that it will be accessible from all devices.

While we will make the site available, you will need to have appropriate access the site and an appropriate internet connection. We are not responsible for your internet service and whether it has sufficient bandwidth, or any restrictions or limitations imposed by your internet service provider and/or arising out of your equipment.

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 have to suspend the site if we have to deal with technical problems and routine maintenance. Where possible, we will try to let you know in advance through the service where this occurs, unless the problem is urgent or an emergency.

## **YOUR ACCOUNT AND PASSWORD**

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. It is very important that you change your password regularly.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [theclub@moveitorloseit.co.uk](mailto:theclub@moveitorloseit.co.uk)

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it ('Protected Material'). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You will not reproduce in whole or in part, or use in any other way the Protected Material or any other intellectual property rights accessible through the site (save that you are permitted to produce reports generated by the service for your own internal use or your own internal organisation's purposes).

We only give you access for use by a duly authorised customer and for your own business. You agree not to use the site or the data on it for any other commercial, business or re-sale purpose. 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.

## **NO RELIANCE ON INFORMATION**

The content on our site 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.

## **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other

terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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.

To the extent permitted by law, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **VIRUSES**

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 in order 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 which 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.

## **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.

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 make any use of content on our site other than that set out above, please contact [the.club@moveitorloseit.co.uk](mailto:the.club@moveitorloseit.co.uk)

## **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## **APPLICABLE LAW**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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.

## **CONTACT US**

To contact us, please email [theclub@moveitorloseit.co.uk](mailto:theclub@moveitorloseit.co.uk). Thank you for visiting our site.