



WEBSITE TERMS OF USE

These terms of use (together with the other policies and additional terms referred to in these terms) tell you the terms on which you may make use of the website at www.breathingsolutions.uk, ("Website"), whether as a guest or a registered user. Use of the Website, includes but is not limited to accessing, browsing, registering to use, uploading and downloading Content (as defined below) to the Website.

Please read these terms of use carefully before you start to use the Website, as they will apply to your use of the Website. In these terms, "Content" means any information, text, graphics, videos, photos, links or any other materials which may be submitted, posted, uploaded or displayed on our Website.

1. INFORMATION ABOUT US

1.1 The Website is a site owned and operated by Breathing Solutions (UK) Ltd ("us", "we" or "our"). We are registered in Scotland under company number SC305591 and have our registered office at c/o McLay, McAlister & McGibbon LLP, 145 St. Vincent Street, Glasgow G2 5JF. Our VAT Number is 943 7531 10.

1.2 You can contact us at:

Email: info@breathingsolutions.co.uk

Post: Breathing Solutions UK Ltd, 51 Main Street, Gorebridge, Midlothian EH23 4BX, United Kingdom

2. OTHER APPLICABLE TERMS

2.1 Our Privacy and Cookies Policy (See Website) sets out the terms on which we may process any personal data we collect from you, or that you provide to us, and provides information about cookies. By using the Website, you consent to the processing of your personal data and our use of cookies, and you warrant that data provided by you is accurate.

2.2 Our Sales Terms (See Website) set out the terms and conditions which apply when you purchase products from the Website. Please read the Sales Terms carefully before ordering any products from the Website.

3. CHANGES TO THESE TERMS

3.1 We may revise these terms of use at any time by amending this page. In the event that any significant changes are made to these terms of use, we will highlight this on the home page of the Website. However, we still recommend that you check these terms of use on a regular basis.

3.2 Your continued use of the Website constitutes your acceptance of any changes to these Terms. If you do not agree to any such changes to these Terms, you may not use the Website and you should not use the Website any further.

4. ACCESSING THE WEBSITE

4.1 The Website is made available free of charge for personal use only.

4.2 We do not guarantee or warrant that the Website, or any content on it, will always be: (i) available or uninterrupted; or (ii) free from errors or omissions. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website or any Content you have submitted to the Website is unavailable at any time or for any period.

4.3 The views expressed by users on the Website do not represent our views or values.

4.4 This Website is not intended to be used by anyone under the age of 16.

4.5 You are responsible for making all arrangements necessary for you to have access to the Website.

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

5. YOUR ACCOUNT AND PASSWORD

5.1 If you choose to register for an account on the Website, you will be required to provide us with certain information. Our use of your information will be in accordance with our Privacy and Cookies Policy (See Website).

5.2 You are responsible for your account and password and for any activities or actions (such as posting Content) using your account. You must not disclose your account and password details to any third party. We recommend that your password consists of a combination of upper and lower case letters, numbers and symbols.

5.3 We will not be liable for any loss or damage arising from any unauthorised use of your account.

5.4 We have the right to disable, suspend or terminate your account at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms.

5.5 If you know or suspect that anyone other than you knows your user account details and / or password, you must promptly notify us using the details above.

5.6 You can request that your account be deleted, please contact us as the details above if you wish to delete your account.

6. UPLOADING CONTENT TO OUR SITE

6.1 You are solely responsible for the Content that you upload to the Website.

6.2 We will not be responsible for, or liable to any third party for, the content or accuracy of any Content posted by you or any other user of the Website.

6.3 You warrant that your Content complies with these terms, including but not limited to the content standards set out below. You will be liable to us and indemnify us for any breach of such warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

6.4 You agree that we may use software which will automatically edit Content to correct spelling mistakes and remove inappropriate and offensive language.

6.5 We have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

6.6 We also have the right to disclose your identity to any law enforcement or other relevant bodies or authorities if, in our sole opinion, any of your Content indicates that the physical or mental health of you or any other person is, or is likely to be, at risk of harm.

7. CONTENT STANDARDS

7.1 Whenever you make use of a feature that allows you to upload, submit or post Content to the Website, make contact with other users of the Website, or use any interactive services on the Website, you must comply with these content standards. The standards apply to each part of any Content as well as to its whole.

7.2 We have the right to remove any Content you upload, submit or post on the Website if, in our sole opinion, it does not comply with these content standards.

7.3 We reserve the right to report any such non-complying Content to law enforcement or any other relevant authorities and we will co-operate with those authorities by disclosing your identity to them.

Content must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- comply with applicable law in the UK and in any country from which they are posted

Content must not:

- contain material which identifies another person, unless you have the consent of that person
- contain any material which is defamatory of any person
- contain any material which is obscene, offensive, hateful or inflammatory, or promotes violence
- promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe any copyright, database right, trade mark or other intellectual property right of any third party
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity or unlawful acts such as (by way of example only) copyright infringement or computer misuse

- be threatening, abusive or invade another person's privacy, or cause annoyance, inconvenience or anxiety
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from us, if this is not the case

8. LICENCE OF CONTENT

8.1 By submitting, posting, uploading or displaying any Content to the Website, you grant us a non-exclusive, perpetual, worldwide, royalty-free, transferable licence (with the right to sublicense) to use such Content.

8.2 You agree to waive any moral rights you may have to be named as the author of any Content.

8.3 You shall not be entitled to any financial or other compensation, royalties or any other form of payment in connection with our use of your Content.

9. PROHIBITED USES

9.1 You may use the Website only for lawful purposes. You may not use the Website:

- in any way that breaches any applicable local, national or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm minors in any way
- to send, knowingly receive, upload, download, use or re-use any Content which does not comply with our content standards (set out above)
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

9.2 You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of these terms
- not to access without authority, interfere with, damage or disrupt:
 - any part of the Website
 - any equipment or network on which the Website is stored
 - any software used in the provision of the Website
 - any equipment or network or software owned or used by any third party

10. INTERACTIVE SERVICES

10.1 We may provide interactive services on the Website, including but not limited to bulletin boards, chat rooms, message centres, forums, live chat systems and message boards.

10.2 We are under no obligation to oversee, monitor or moderate any interactive service we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive

service by you or any other user in contravention of our content standards (set out below), whether the service is moderated or not.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 We are the owner or the licensee of all intellectual property rights in the Website, and in the Material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.2 You may print off one copy, and download extracts of any page(s) from the Website for your personal use only.

11.3 You must not modify the paper or digital copies of the Website 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.

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

11.5 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us.

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

12. DISCLAIMER - NO RELIANCE

12.1 The Website is for general information only and is provided "as is" and on an "as available" basis. Nothing on the Website is, or shall be deemed to constitute advice or any form of recommendation which should be relied upon. You should seek professional or specialist advice before taking, or refraining from, any action on the basis of the Website.

12.2 Although we make reasonable efforts to update the Website, we make no representations, warranties or guarantees, whether express or implied, that the Website is up-to-date.

13. LIMITATION OF OUR LIABILITY

13.1 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 Scots law.

13.2 To the extent permitted by law, we exclude all: (i) conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied; and (ii) any liability for any acts or omissions of our technical support advisers.

13.3 We will not be liable to any user for any loss or damage, whether in contract, negligence, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.

13.4 The Website is not intended for business use, however if you are a business user, please note that 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
- any indirect or consequential loss or damage.

13.5 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 the Website or to your downloading of any content on it, or on any website linked to it.

14. VIRUSES

14.1 We do not guarantee or warrant that the Website will be secure or free from bugs or viruses.

14.2 You are responsible for configuring your own information technology, network, computer programmes and/or platform in order to access the Website. You should use your own virus protection software.

14.3 You must not misuse the 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 the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the 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 the Website will cease immediately.

15. LINKING TO THE WEBSITE

15.1 You may link to our Website 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.

15.2 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.

15.3 You must not establish a link to the Website in any website that is not owned by you.

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

15.5 We reserve the right to withdraw linking permission without notice.

15.6 If you wish to make any use of content on the Website other than that set out above, please contact us.

16. THIRD PARTY LINKS AND RESOURCES

16.1 Where the Website contains links to other sites and resources provided by third parties, including but not limited to where users have uploaded Content containing links to third party websites, these links are provided for your information only.

16.2 We have no control over the contents of any such third party websites or resources. We are not responsible or liable for the availability or accuracy of any such websites or resources. We assume no responsibility for the content of websites linked to on the Website. 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 any such links.

17. APPLICABLE LAW

17.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by Scots law. You and we both agree to that the courts of Scotland will have non-exclusive jurisdiction on any matter relating to these terms.

17.2 If you are a business, these terms of use, its subject matter and its formation (and any noncontractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the courts of Scotland on any matter relating to these terms.

[Thank you for visiting the Website.](#)