

# Terms of Use

Wellbeing Finder of 1 Coniston Road, High Lane, Stockport, Cheshire, SK6 8AW, is the legal owner of this application and the legal owner of the information contained on this application including logos, graphic material and layout. Any individual who browses, uses, accesses or enters this application whether for personal or professional reasons, in a private capacity or on behalf of a commercial organisation or charity, agrees to comply and be legally bound by the following terms and conditions as set out in this document by Wellbeing Finder.

The following term “User” refers to any individual(s) who browses, uses, accesses or enters this application in any capacity. The term “Wellbeing Finder” refers to this application and any parties legally responsible for this application.

If you do not agree to these terms, please refrain from using our Service. These terms set out the basis on which Users may use the Service. By using the Service, Users accept these terms, concluded between Users and Wellbeing Finder and agree to be bound by them. If Users do not agree to these terms, please refrain from using our Service.

1. The information and data contained on this application is for general information purposes only. Wellbeing Finder makes every effort to ensure that the information contained on this application is accurate and up to date. However, the data on this application may contain unintentional errors or inaccuracies. Wellbeing Finder cannot accept liability for accuracy of this data.
2. Wellbeing Finder may suspend, alter, remove or vary any part of the information or Services offered on this application for any reason at any time at the sole discretion of Wellbeing Finder and such changes deem to become effective immediately on the updating / posting of the information contained on this application by Wellbeing Finder.
3. The information contained on this application is subject to change without further notice and Wellbeing Finder does not accept liability and offers no warranty whatsoever to the accuracy, timeliness or completeness of any information and data contained on this application at any time.
4. Any action Users of this Service take or rely on as a result of the information contained on this application is done entirely at the Users own risk. It is the responsibility of the User to seek legal advice before acting on any information or advice contained on this application. The User accepts to not hold Wellbeing Finder liable as a result of any action taken by any third party against the User as a result of the use of this application or hold Wellbeing Finder responsible for any costs or damages incurred as a result of the reliance of information contained on this application.
5. Users acknowledge and agree that the Service is provided by us on an ‘as is’ and ‘as available’ basis without any representations or any kind of warranty made (whether expressed or implied) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose,

non-infringement, compatibility, security and accuracy. Any material downloaded or otherwise obtained through the use of the Service is used at Users own discretion and risk.

6. Users of this Service will not hold Wellbeing Finder responsible for any content found on our Service that may be found to be offensive or defamatory. We do not edit, pre-vet or review any third party material displayed on the Service. Wellbeing Finder operates a 'notify and remove' procedure regarding such material. If you believe that any advertisement content, comment or review does not comply with decency, moral standing, is blasphemous or contains profanities, please notify us immediately. We will then review the material and where we deem it appropriate will remove the material within a reasonable time frame.

7. Users acknowledge and agree that neither Wellbeing Finder nor other members of our group of firms, shareholders, officers, staff or other organisations connected to us shall in any circumstances (to the extent permitted by law) be liable for any of the following losses or damage; loss of data; loss of income, revenue or anticipated profits; loss of business or contracts; loss of opportunity; loss of goodwill or injury to reputation; losses suffered by third parties; wasted management or office time or any indirect, consequential, special or exemplary damages arising from the use, non-use, defects or delays in the Service. Wellbeing Finder's aggregate liability to Users for any and all claims however arising and whether caused by tort including negligence, breach of contract or otherwise shall be limited to two thousand pounds sterling (£2,000). Notwithstanding any other provision of this agreement, we do not limit or exclude our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation.

8. Users are granted permission by Wellbeing Finder to browse the relevant areas of this application provided that such activities are for private research. The User may not reproduce, copy, transmit, republish, distribute or use for financial gain or any other reason any of the data contained on this application without obtaining prior written consent from Wellbeing Finder.

9. Any unauthorised use of this application by any individual of any capacity accepts a potential claim for damages in respect to Wellbeing Finder.

10. Any links contained on this application to other websites are present only for convenience for further information purposes relating to issues relevant to the information and Services offered by Wellbeing Finder. If the User enters these links to these other websites, the User is subject to the terms and privacy policy of these websites. Wellbeing Finder assumes no responsibility for the content of any external websites linked to this application. Wellbeing Finder does not endorse any linked website or necessarily agree with the information or opinions contained on these websites. Wellbeing Finder advises Users to familiarise themselves with the Terms of Use / Service on these linked websites before browsing the information contained on there.

11. Any User of this application will not hold Wellbeing Finder liable including associated costs if the browsing of this application results in any technical faults or damage being inflicted to any equipment operated to access this application including servicing or professional checking. Users may not be able to access all areas and links on this website if their equipment does not support the relevant technology associated with this application.

12. Users agree that the Wellbeing Finder application may on some occasions be adversely affected by events outside of our control. The Service is subject to the limitations of the enabling technology on which the application is reliant and may be adversely affected by network performance and other operational factors including without limitation, congestion, network coverage, dropped connections, the performance of your mobile device and the maintenance of secure network connections. We shall not be liable for any error, delay or failure in connection with transmission of the Service. We aim to update our Service regularly and may change the content within it at any time without notice. We may suspend access to the Service if we need to or close it for an indefinite period.

13. Users use the Wellbeing Finder application entirely at their own risk. We advise Users to make sure they are completely satisfied with the exact type and nature of goods or services being offered by any businesses they search for and contact using the Wellbeing Finder application. We also recommend that you check the qualifications of individuals, companies, businesses and organisations offering the goods or services Users require. Wellbeing Finder is not an agent for and does not give warranties or guarantees for any businesses or their goods and services advertised in our directory. You should not rely on the Wellbeing Finder application for advice or rely on it as an assurance that any businesses whose services you instruct or goods you buy are recommended or endorsed by Wellbeing Finder. We do not provide any guarantee or warranty as to the accuracy of any information provided via the Service. Wellbeing Finder offers no assurance regarding the validity, legitimacy, standard or level of service or quality of goods any businesses listed in our directory. Users of our Service agree that Wellbeing Finder will not be held responsible if any Users do not receive the goods and services they were promised by any businesses they enter in to agreements with that they sourced using our Service.

14. The Wellbeing Finder application enables Users to search for businesses that provide goods and services that Users may be looking to purchase so that Users can contact the businesses that provide these goods and services. Users are allowed to use the Service and the results of any search they carry out for this purpose provided that they do not use the Service for any unlawful purpose including to harm, threaten, abuse, act maliciously or harass any person or in a way that invades any persons privacy or is offensive or is unacceptable or damaging to the Wellbeing Finder application. Users must only contact businesses if they genuinely may wish to instruct their services or purchase their goods. Users must not create, check, confirm, update or amend their own or someone else's databases, records, directories, customer lists, mailing or prospecting lists. Users must not tamper with, update or change any part of the Service in a way that affects how it is run in a way that imposes an unreasonable or disproportionately large burden on Wellbeing Finder's communications and technical systems. Users must not use any automated means to monitor or copy the content or interfere with or attempt to interfere with how the Service works.

15. Users agree that Wellbeing Finder in its sole discretion may without notice terminate their use of the Service for any reason including without limitation if we believe that Users have breached or acted inconsistently with our Terms of Use. Users agree that Wellbeing Finder shall not be liable to Users or any third-party for any termination of their access to the Service.

16. Wellbeing Finder reserves the right to change our Terms of Use whenever we require at any time in our sole discretion without prior notice. By continuing to use the Service you are deemed to have accepted the varied terms. Any changes to the Terms of Use will be notified by the replacing of this page with an updated uploading of this page and are deemed to be legally binding at the point of uploading. Users will

be deemed legally bound when browsing this application from this point onwards. Wellbeing Finder advises Users to check the Terms of Use each time they enter this application prior to browsing the information contained on this application.

17. Any claims (whether contractual or non-contractual), complaints, disputes or queries including any legal proceedings which may arise under these terms and through the use of this application are subject to the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales. Users represent and warrant that they are not located in any country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country and Users are not listed on any U.S. Government list of prohibited or restricted parties.

18. Map locations are based upon postcodes latitude and longitude locations. Postcode location provides only a general location with limited accuracy and may not correspond with a true visitable address in respect of that business, company, charity, organisation or person. Wellbeing Finder recommends that Users check the accuracy of the location with the advertiser responsible for the advertisement and will not be held responsible if a location is entered incorrectly on to our Service either by one of our employees or the advertiser. Directions and routings are provided within the accuracy limitations of the technology used to provide such directions and routings. Directions and routings are provided on an ‘as is’ basis and Wellbeing Finder is unable to warrant that this technology will return the most accurate, quickest, shortest or most convenient suggestion for any particular enquiry. Users of this Service agree that Wellbeing Finder, it’s employees, agents or service providers shall be liable to Users or any third party for any fine, traffic penalty, damages or other losses or claims arising out of or in connection with the use of those mapping and direction data.

19. The provider of the store from which you downloaded the Wellbeing Finder Application (the “Store Provider”) is not a party to these Terms and is not responsible for the Service and its content or the provision of any maintenance and support services for the Service. You acknowledge and agree that the Store Provider and the Store Provider’s subsidiaries are third-party beneficiaries of these Terms. You also agree that, upon your acceptance of the Terms, the Store Provider will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary of those Terms. Users acknowledge and agree that the Store Provider is not responsible for addressing any claims arising out of the Service or the investigation, defence, settlement and discharge of any third party claim that the Service or your possession and use of the Service infringes that third party’s intellectual property rights.

