

Site Use and Medical Disclaimer

Medical Disclaimer: It is your right to educate yourself in health and medical knowledge, to seek helpful information and make use of it for your own benefit, and for that of your family. You are the one responsible for your health. In order to make decisions in all health matters, you must educate yourself. The views and nutritional advice expressed by Arcturus Clinic Ltd or Dr Stephen Hopwood are not intended to be a substitute for conventional medical service. If you have a severe medical condition, see your physician of choice. We do not claim to "cure" disease, but simply help you make physical and mental changes in your own body in order to help your body heal itself.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH ARCTURUS CLINIC LTD OFFERS YOU ACCESS TO OUR WEBSITE.

This Agreement describes the terms and conditions applicable to your use and/or purchase of our goods and/or services available under the domains, sub-domains of <http://www.arcturusclinic.co.uk/> If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our website, goods and/or services.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement, which include those terms and conditions expressly set out below and those incorporated by reference, before you may purchase through or use the Arcturus website. This User Agreement ("Agreement") constitutes the entire agreement of the parties. This agreement is entered into by the customer (hereinafter "Customer") and the Arcturus Clinic Ltd. We may amend this Agreement at any time by posting the amended terms on our site. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site. This Agreement may not be otherwise amended except in a writing signed by you and Arcturus Clinic Ltd. This Agreement is effective on 1st April 2020 for new users.

USE Eligibility

Our goods and/or services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our goods and/or services are not available to minors. If you are a minor, you may use this website only in conjunction with your parents or guardians. If you do not qualify, please do not use our website, goods or services. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

1. **Payment**

Customer agrees to compensate Arcturus Clinic Ltd for any goods or services ordered through this website at the original purchase price. ex. promotions, distributors, etc.

2. **No Warranty**

WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR MANUFACTURERS PROVIDE OUR WEBSITE, GOODS AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3. **Liability Limit**

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, EMPLOYEES, CONTRACTORS OR OUR MANUFACTURERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR MULTIPLIED DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS AGREEMENT

(HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING LOSS OF PROFITS, LOSS OF USE OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF ARCTURUS CLINIC LTD'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR BY STATUTE (INCLUDING, BUT NOT LIMITED TO, ALL CONSUMER PROTECTION. OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, EMPLOYEES, CONTRACTORS AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES, IN ANY CIRCUMSTANCE, IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF THE PURCHASE, AND (B) £100.

4. **Indemnification**

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. CUSTOMER SHALL ALSO INDEMNIFY AND PAY TO ARCTURUS CLINIC LTD, AS WELL AS HOLD ARCTURUS CLINIC LTD HARMLESS AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, ATTORNEYS' FEES, OR ANY OTHER EXPENSES WHATSOEVER WHICH ARCTURUS CLINIC LTD MAY AT ANY TIME SUSTAIN, INCUR, OR BE PUT TO BY REASON OF, OR IN CONNECTION WITH, ITS PERFORMANCE UNDER THIS AGREEMENT, OR YOUR USE OF THE APPLICABLE WEBSITES, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM ARCTURUS CLINIC LTD'S SOLE OR COMPARATIVE NEGLIGENCE.

5. **Legal Compliance**

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our website, goods and/or services.

6. **Notices**

Except as explicitly stated otherwise, any notices shall be given by postal mail to ARCTURUS CLINIC LTD 47 Fore Street, Totnes, TQ9 5NJ. Notice shall be deemed given 3 days after the date of mailing.

7. **INTELLECTUAL PROPERTY**

Both parties agree that ARCTURUS CLINIC LTD is the sole owner of its website and all its contents, and that said website and contents constitute valuable intellectual property. Customer promises not to use ARCTURUS CLINIC LTD's website, nor its contents for any use, other than informational purposes intended by ARCTURUS CLINIC LTD or to purchase goods and/or services. Customer promises not to make any copy ARCTURUS CLINIC LTD's website for any purpose whatsoever. Customer agrees that in the event of a breach or threatened breach by Customer of the terms and conditions of this paragraph, Customer agrees that ARCTURUS CLINIC LTD shall be entitled to a Temporary Restraining Order and/or a Permanent Injunction restraining Customer from breaching or attempting to breach, in whole or in part, any confidentiality, or intellectual property covenant set forth above. ARCTURUS CLINIC LTD may pursue such injunctive remedies in addition to any other legal remedy. Nothing herein shall be construed as prohibiting ARCTURUS CLINIC LTD from pursuing any other remedies available to ARCTURUS CLINIC LTD for such breach or threatened breach, including the recovery of damages from Customer. Any indulgence by ARCTURUS CLINIC LTD under this Section shall not be construed to be a waiver of any of its rights hereunder.

8. **MISCELLANEOUS**

- This Agreement contains the entire agreement of the parties. This written agreement supersedes any and all oral negotiations and/or representations of the parties hereto made in relation to this transaction. This agreement neither confers nor creates any rights or responsibilities not specifically enumerated herein
- This Agreement may be modified only by written attachment agreed to and executed by all of the parties hereto.
- This Agreement shall be subject to and governed by the laws of the United Kingdom.

- Any waiver or forbearance by ARCTURUS CLINIC LTD of any breach (by Customer) of any provision of this Agreement shall not be construed as a waiver of any subsequent breach by Customer.
- This Agreement shall be binding upon the parties and their executors, administrators, successors, and assigns.
- If any provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not effect any other provision hereof. Such provision and the remainder of this Agreement and Schedules shall, in such circumstances, be deemed modified to the extent necessary to render the remaining provisions enforceable.