

# Website Terms & Conditions

### Who we are and how to contact us

www.caristo.com is a website operated by Caristo Diagnostics Limited (**Caristo** or **We**). We are a private limited company incorporated and registered in England and Wales under company number 11429590 with our registered office at New Barclay House, 234 Botley Road, Oxford OX2 OHP. To contact us, please email info@caristo.com or telephone our registered office at +44 (0)1865 950720.

### Using our website you accept these terms

By using our website, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our website. We amend these terms from time to time. We may update and change our website from time to time for any reason.

# We may suspend or withdraw our website

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.

# How you may use material on our website

We are the owner or the licensee of all intellectual property rights in our 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. You may copy any part of this material, subject to the following conditions. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use, and not commercial purposes, and you may draw the attention of others within your organisation to content posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, logos, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### Do not rely on information on this website

The information contained in this website has been prepared solely for the purpose of providing general information about Caristo. While every effort has been made to ensure that the information provided is accurate, it is not intended to amount to advice on which you should rely, nor does it constitute any form of recommendation, representation, endorsement or arrangement by us. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. Although we make reasonable efforts to update the information on our website, and believe that the information presented is reliable, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

#### Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it. We will not be liable to you for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) your use of, or inability to use, our website; or (ii) your use of or reliance on any content displayed on our website. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

#### We are not responsible for viruses and you must not introduce them

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software. You must not misuse our website by knowingly introducing viruses,





trojans, worms, logic bombs or other material that software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. 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 website will cease immediately.

### Rules about linking to our website

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 website in any website that is not owned by you. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our website other than that set out above, please contact *info@caristo.com*.

# Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

# **Data protection**

Caristo takes its data protection responsibilities seriously. Please see our **Privacy and Cookies Policy** which is also on this website.

