

Website Terms and Conditions

1. Introduction

- 1.1. These terms and conditions together with our [Privacy Policy](#) and [Forum Rules](#) (Terms) govern your use of our entire website under domain name www.gluear.co.uk / www.gluear.com (Website) and any correspondence by email between us and you.
- 1.2. In the Terms references to 'we', 'us' or 'our' are references to Kestrel Medical Limited and reference to 'you' are references to Website users and viewers. Our registered company number is 04122830 and our registered office is at Kestrel House, 7 Moor Road, Broadstone, Dorset BH18 8AZ.
- 1.3. By accessing any part of this Website, you shall be deemed to have accepted the Terms in full. If you do not accept the Terms in full, you must leave this Website immediately.
- 1.4. You may access most areas of this Website without registering your details with us. Certain areas of this Website may only be open to you if you register. We reserve the right to restrict access to areas of this Website or indeed this whole Website at our discretion.
- 1.5. We may revise the Terms at any time by updating this posting. You should check this Website from time to time to review the current Terms, because they are binding on you. Certain provisions of the Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

2. Licence

- 2.1. You are permitted to print and download extracts from this Website for your own use on the following basis:
 - 2.1.1 no documents or related graphics on this Website are modified in any way;
 - 2.1.2 no graphics on this Website are used separately from accompanying text; and
 - 2.1.3 our copyright and trade mark notices and this permission notice appear in all copies.
- 2.2. Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned us or our licensors. For the purposes of the Terms, any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the

Terms, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

2.3. Subject to paragraph 2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.4. Any rights not expressly granted in the Terms are reserved.

3. Service access

3.1. While we endeavour to ensure that this Website is available 24 hours a day, we shall not be liable if for any reason this Website is unavailable at any time or for any period.

3.2. Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

4. Visitor material and conduct

4.1. Other than personally identifiable information, which is covered under the [Privacy Policy](#), any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2. You are prohibited from posting or transmitting to or from this Website any material:

4.2.1 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

4.2.2 for which you have not obtained all necessary licences and/or approvals; or

4.2.3 which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

4.2.4 which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3. You may not misuse the Website (including, without limitation, by hacking).

4.4. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

5. Links to and from other websites

5.1. Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

5.2. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

5.2.1 you do not remove, distort or otherwise alter the size or appearance of the Kestrel Medical Limited or Otovent logo;

5.2.2 you do not create a frame or any other browser or border environment around this Website;

5.2.3 you do not in any way imply that we are endorsing any products or services other than our own;

5.2.4 you do not misrepresent your relationship with us nor present any other false information about us;

5.2.5 you do not otherwise use any Kestrel Medical Limited or Otovent trade marks displayed on this Website without express written permission from us;

5.2.6 you do not link from a website that is not owned by you; and

5.2.7 your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3. We expressly reserve the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.

5.4. You shall fully indemnify us for any loss or damage suffered by us or any of our group companies for breach of paragraph 5.2.

6. Registration

6.1. Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2. Responsibility for the security of any passwords issued rests with you.

7. Disclaimer

7.1. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

7.2. The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for the Terms might have effect in relation to this Website.

8. Liability

8.1. We, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

8.1.1 this Website;

8.1.2 the use, inability to use or the results of use of this Website;

8.1.3 any websites linked to this Website or the material on such websites;

8.1.4 your downloading of any material from this Website or any websites linked to this Website; or

8.1.5 viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website.

8.2. Nothing in this legal notice shall exclude or limit our liability for:

8.2.1 death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or

8.2.2 fraud; or

8.2.3 misrepresentation as to a fundamental matter; or

8.2.4 any liability which cannot be excluded or limited under applicable law.

8.3. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. Governing law and jurisdiction

The Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.