

Terms of Service

Welcome to the InnaCare website (the “Site”) which includes our mobile websites, mobile apps, blogs and website for programs like Careberry. InnaCare Terms of Use Agreement (“Agreement”) sets forth the agreement between InnaCare Ltd (“InnaCare”), InnaCare affiliated companies (together “We”, “Us”, or “Our”) and each user (“User”, “Your” or “You”) governing the use by you of the Site. Please read this agreement carefully and fully before using the Site.

By using the Site: (i) you agree that you have read and understand the terms of this Agreement, (ii) you accept and agree to be bound by the terms of this Agreement, and (iii) you accept and agree to abide by all laws and regulations applicable to the subject matter of this Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SITE.

The terms of use contained in this Agreement may change periodically and may be revised at any time and from time to time in our sole discretion by updating this posting. You should visit this page from time to time to review the current terms of use because they are binding on you. Your continued use of the Site means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement by contacting Customer Service. Certain provisions of the terms of use contained in this Agreement may be superseded by legal notices or terms located on particular pages of the Site.

Arbitration Agreement

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND INNACARE WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Agreement to Arbitrate.

Any dispute or claim that InnaCare or any of InnaCare’s affiliated entities, officers, directors, or employees may bring against you, however described, pleaded, or styled, may be referred to **binding arbitration** only if both parties agree in writing after the dispute arises.

Where arbitration is agreed, it will be conducted in accordance with the **Arbitration Act 1996** and the rules of the **Chartered Institute of Arbitrators** (the “CI Arb Rules”). The matter will be decided by a single arbitrator appointed in accordance with those rules. The arbitration hearing will take place in **England and Wales**, at a venue mutually agreed by the parties, or if no agreement is reached, as determined by the arbitrator.

This clause does not affect your statutory rights, including the right to bring a claim in the courts of England and Wales.

Waiver of Jury Trial: InnaCare and you **acknowledge** that there is no right to a jury trial in the courts of England and Wales. You understand that the decision of the arbitrator will be

final and binding, and not merely advisory. The award of the arbitrator may be enforced as a judgment in any court in the United Kingdom with the appropriate jurisdiction.

Small Claims: This Arbitration Agreement does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of the small claims court's jurisdiction.

Class Action Waiver: You agree that any dispute or claim you may bring shall be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, consolidated or joint action.

Miscellaneous: The costs of the arbitration filing fee, arbitrator's fees, and any venue or administrative charges that exceed the applicable court issue fee will be paid by InnaCare. Any remedy available from a court under the laws of England and Wales shall also be available in the arbitration. You may, but are not required to, be represented by a solicitor or other legal representative at the arbitration.

Except as required by law, the fact and all aspects of the arbitration and the underlying dispute shall remain strictly confidential to the parties, their representatives, and the arbitrator. Any actual or threatened breach of this confidentiality obligation may cause irreparable harm and may be subject to an immediate injunction from a court of competent jurisdiction.

Information about arbitration under the **Arbitration Act 1996** and the rules of the **Chartered Institute of Arbitrators** ("CI Arb Rules") can be obtained from www.ciarb.org. You must disclose this arbitration agreement to the appointed arbitrator if you commence proceedings.

If any part of this arbitration agreement is held to be unenforceable or invalid, it shall be severed, and the remainder of this agreement shall remain valid and enforceable.

Not Healthcare Advice

The Site is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Site, including information that may be provided on the Site directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health related diagnosis or treatment options.

Links to or access from any third party websites or resources is not an endorsement of any information, product or service. We are not responsible for the content or performance of any third party websites. Use of any third party websites is at your own risk.

You should not use the information or services on the Site to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. Comments made in any forums on the Site by employees or Site users are strictly their own personal views made in their own personal capacity and are not

claims made by us or do they represent our positions or views. Product ratings by any current or previous employees or Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional. Always check the product label or packaging prior to using any product. If there are discrepancies, customers should follow the information provided on the product label or packaging. You should contact the manufacturer directly for clarification as to product labeling and packaging details and recommended use.

Usage & Termination

By using our Site, you represent and agree that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement. If you are under the age of 18, you are not permitted to use this Site.

Liability Disclaimer

YOU AGREE THAT THE USE OF THE SITE OR PARTICIPATION IN ANY PROGRAM IS AT YOUR SOLE RISK. THE SITE AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. INNACARE AND OTHER AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF ANY OF THEM (COLLECTIVELY, “INNACARE ENTITIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

INNACARE ENTITIES MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, THE SITE WILL BE TIMELY, SECURE, ERROR FREE OR UNINTERRUPTED, THE RESULTS OBTAINED FROM THE SITE WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS AND ANY SITE ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE OR VIA THIRD PARTY LINK IS DONE AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL. NO INFORMATION OBTAINED BY YOU FROM INNACARE ENTITIES, THROUGH THE SITE SHALL CREATE ANY WARRANTY RELATING TO THE SITE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, INNACARE ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INNACARE ENTITIES EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS ATTRIBUTABLE TO NORMAL WEAR, PRODUCT MISUSE OR MODIFICATION, ABUSE, INCORRECT PRODUCT SELECTION AND NOT FOLLOWING PRINTED DIRECTIONS.

WE MAKE NO GUARANTEE OR WARRANTY WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD ON THIRD PARTY SITES. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES FOR INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY THIRD PARTIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

If you have any questions about this Agreement, contact office@innacare.co.uk