

## TERMS AND CONDITIONS OF USE FOR OUR WEBSITE

Welcome to [drlouisenewson.co.uk](https://drlouisenewson.co.uk)

Dr Louise Newson is passionate about increasing awareness and knowledge of the perimenopause and menopause, and campaigns for better menopause care for all women.

Below are our terms of use for our website (defined below).

Please note that the content of the Website is intended in any way to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your doctor or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read within our content. If you think you may have a medical emergency, speak to your doctor or contact the emergency services immediately.

### IMPORTANT NOTICE:

USE OF THE WEBSITE: BY USING OUR WEBSITE, YOU CONFIRM THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR WEBSITE.

You should PRINT a copy of these Terms for future reference or email a copy to yourself.

## 1 IMPORTANT THINGS TO BE AWARE OF IN OUR TERMS

### 1.1 Definitions:

1.1.1 “Dr Louise Newson” refers to the public figure, author, GP and menopause specialist.

Referred to as ‘We’ ‘Our’ and ‘Us’

1.1.2 “Louise Newson Medical Writer Ltd” is the company which owns the Website. Referred to as

‘We’ ‘Our’ and ‘Us’

1.1.3 “Content” means all information and materials provided by us to you via our Website

including, but not limited to: articles, blogs and other similar material and information that is made available to you on our Website

1.1.4 “Website” means <https://drlouisenewson.co.uk>

1.1.5 Your use of the Website is entirely optional.

## 2 ABOUT THESE TERMS

2.1 These terms and conditions (“Terms”) apply to your use of our Website

2.2 The Website is a site operated by us through which we offer you access to Dr Louise Newson’s Services and products

2.3 Please read these Terms carefully before you use the Website. These Terms tell you who we are,

how we will provide Services to you, how you and we may change or end the contract, what our liability to you is, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms or you think these terms require any changes, please contact us to discuss.

2.4 We may amend these Terms from time to time and will inform you by email of any significant changes made.

### 3 WHO WE ARE

3.1 We are Louise Newson Medical Writer Ltd, a company registered in England and Wales with company number 09636761. Our registered office is at Winton House, Church Street, Stratford-Upon-Avon, Warwickshire, United Kingdom, CV37 6HB.

### 4 SERVICES

4.1 Free services: We agree to provide you with the following Free Services under these Terms:

4.1.1 All Content provided by us to you via our Website

### 5 CHARGES FOR THE SERVICES

5.1 The Website and all content provided via the Website is made available to you free of charge.

### 6 OUR RIGHTS AND RESPONSIBILITIES

6.1 We own and operate the Website. We will use reasonable endeavours to keep the technology powering the Website operational, allowing for appropriate maintenance windows, and acknowledging that a certain amount of unscheduled downtime is inherent in web-based services.

6.2 We will perform the Services using reasonable skill and care. We offer no other warranty in respect of the Services, and all warranties which would otherwise be implied into these Terms by operation of law are excluded to the fullest extent permitted.

6.3 We may add or remove features from the Website from time to time. We will use reasonable endeavours to inform you of changes to features of the Website likely to have a significant impact on how you use it.

6.4 We do not warrant or accept any responsibility for the accuracy or completeness of the Content or related information provided on the Website.

6.5 The Website and any Services are for guidance and information purposes only and all Content provided on the Website, or through any Services is not intended to amount to medical advice on which reliance should be placed. We do not have knowledge of your specific state of health and although the Content is intended to provide general information which may be of interest to you, we cannot guarantee that the Content is suitable for your personal health and symptoms. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your doctor or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read within the Content. If you think you may have a medical emergency, call your doctor or the emergency services immediately. We do not recommend or endorse any specific tests, doctors, products, procedures, opinions, or other information that may

be mentioned within the Content. We therefore disclaim all liability and responsibility arising from any use of, or reliance on, any Content by you.

6.6 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the Content is accurate, complete or up to date. We will update and maintain the Content on the Website we deem necessary from time to time.

6.7 You must obtain professional or specialist advice before taking or refraining from any action on the basis of the Content on our Website provided by us.

## 7 YOUR RESPONSIBILITIES GENERALLY

7.1 You are responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## 8 ACCEPTABLE USE OF THE WEBSITE

8.1 You must:

8.1.1 not use the Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Website or any operating system;

8.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the Website, including by the submission of any material (to the extent that such use is not licensed by these Terms);

8.1.3 not transmit any material that is illegal, fraudulent, defamatory, offensive or otherwise objectionable in relation to your use of the Website or any Services;

8.1.4 not use the Website or any of the Services to provide, or purport to provide, medical advice;

8.1.5 not use the Website or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

8.1.6 not collect or harvest any information or data from the Website, the Balance App or any Services or our systems or attempt to decipher any transmissions to or from the servers running the Website, the Balance App or any Services.

## 9 OUR LIABILITY TO YOU

9.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

9.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the

damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9.4 We only supply the Website, the Balance App and any Services for domestic and private use. You agree not to use the Website, the Balance App and any Services for any commercial, business or re-sale purpose and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.5 If our provision of the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

## 10 WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

10.1 We do not guarantee that the Website and Balance App will be secure and free from bugs or viruses.

10.2 You are responsible for configuring your information technology, computer programmes, device and platform in order to access the Website and the Balance App. You should use your own virus protection software.

## 11 YOUR PRIVACY

11.1 We do not process your personal data

11.1.2 Any data collected is done so in accordance with the data protection laws which apply to us and with our privacy policy (as updated from time to time). By using the Website, you agree to the processing of your data set out in our privacy policy and our privacy policy is incorporated into these Terms.

## 12 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

12.1 Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform via <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

## 13 OTHER IMPORTANT TERMS

13.1 These Terms and the documents referred to in them contain the whole of the agreement between you and us relating to the Service.

13.2 No representation or other pre-contractual statement will have any legal effect unless (and solely to the extent that) it is repeated in these Terms.

13.3 These Terms are the terms of a contract whereby we provide you with access to our Services. Nothing in these Terms will create any relationship of partnership, agency or employment between us.

13.4 No waiver of any of these Terms will be valid unless we agree it in writing.

13.5 These Terms and all non-contractual obligations arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the English courts.

