

## **Terms of Service ("Terms")**

**Last updated: March 09, 2015**

### **Introduction**

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the BetterFamilyHabits.com website (the "Service") operated by Habyts Ltd ("us", "we", or "our").

Use of the Service provided via BetterFamilyHabits.com are conditional upon you accepting the following terms and conditions. Unless otherwise specified, your acceptance of this User Agreement shall be indicated by your use of and/or registration with BetterFamilyHabits.com. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### **Purchases**

You are encouraged to familiarise yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that Habyts Ltd is not responsible for any loss or damage arising from the submission of false or inaccurate information.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that Habyts Ltd cannot accept any liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

### **Availability, Errors and Inaccuracies**

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section "Availability, Errors and Inaccuracies" is without prejudice to existing statutory rights.

### **Contests, Sweepstakes and Promotions**

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply. The terms and conditions of any other "Promotions" are independent of this agreement.

### **Content**

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

### **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

### **Intellectual Property**

The Service and its original content (excluding Content provided by users), its style and structure, and its features and functionality are and will remain the exclusive property of Habyts Ltd and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. The authors of the documents that are part of the Service assert their moral rights. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Habyts Ltd.

When you upload content, you give to Habyts Ltd a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service and otherwise in connection with the provision of the Service and Habyts Ltd business.

BetterFamilyHabits.com is designed for your personal, non-commercial use and you must not use it in any other way without our consent. Except as permitted under applicable law, you must not use, copy, translate, publish, licence or sell BetterFamilyHabits.com or any materials or information in BetterFamilyHabits.com or the structure, overall style and program code of BetterFamilyHabits.com without our consent. If you wish to make a request for consent, please contact [contact@betterfamilyhabits.com](mailto:contact@betterfamilyhabits.com)

### **Trademarks**

“Habyts” and the Habyts logo and any other Habyts product or service names, logos or slogans that may appear on the Services are Habyts’ trademarks in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Habyts. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners and may not be used without permission of the applicable trademark holder. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Habyts.

### **Repeat Infringer Policy; Copyright Complaints**

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, Habyts has adopted a policy of terminating, in appropriate circumstances and at Habyts’ sole discretion, users who are deemed to be repeat infringers. Habyts may also, in our sole discretion,

limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **Your Contributions**

You agree to only use BetterFamilyHabits.com for lawful purposes and that any information that you provide in connection with, or which forms part of BetterFamilyHabits.com will be, as far as you are aware, true and accurate and will not infringe any copyright or trade mark, or any right of privacy, publicity or personality or any other right, whether registered or unregistered, of any other nature or any person, or be obscene or libellous or blasphemous or defamatory and you agree to indemnify us against all claims, proceedings, damages, liabilities and costs, including legal costs arising out of your breach of this term. We cannot make any assurances about the information or contribution made by any other user and you should exercise caution before acting or otherwise relying upon any information you obtain via the BetterFamilyHabits.com

### **Links**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Habyts Ltd.

Habyts Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Habyts Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Without limiting what we say elsewhere, we make no representations or warranties about those sites or their content, nor that the links work.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### **Termination**

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indemnification**

You agree to defend, indemnify and hold harmless Habyts Ltd and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

### **Use of the Service**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Habyts Ltd its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Limitation Of Liability**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, in no event shall Habyts Ltd, nor its directors, employees, partners, agents, suppliers, or affiliates, ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of or inability to access or use the Service; any conduct or content of any third party on the Service; any content obtained from the Service; unauthorized access, use or alteration of your transmissions or content; and these Terms. the subject matter of these Terms, the termination of these Terms or otherwise including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Habyts Ltd or any person for whom Habyts Ltd is responsible, and even if Habyts Ltd has been advised of the possibility of such loss or damage being incurred.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

## **Privacy Policy**

We comply with all applicable Data Protection laws in the UK. For a description of how we use your personal data, please refer to our [Privacy Policy](#). You agree that they constitute part of these terms. You must read our Privacy Policy before you use the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us using the information below.

[www.BetterFamilyHabits.com](http://www.BetterFamilyHabits.com)

[contact@betterfamilyhabits.com](mailto:contact@betterfamilyhabits.com)