

### 1. Terms of use

These terms and conditions (together with the documents referred to in them) tell you the terms on which GAMA Healthcare Ltd ("GAMA") makes their website at [www.gamahealthcare.com](http://www.gamahealthcare.com) (the "website") available to you.

Please read these terms of use carefully before you start to use of the website, as these will apply to your use of our site. Use of GAMA's website includes accessing, browsing, and/or registering to use the website. If you would like to discuss any aspects of these terms, please contact GAMA.

By using the 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 of use, you must not use the website.

### 2. Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of the website: (a) GAMA's [Privacy Policy](#) explains what personal information GAMA collect, why GAMA collect it, how GAMA use it, the controls you have over your personal information and the procedures that GAMA have in place to protect your privacy. It applies to personal information GAMA collect when you use the website; and (b) GAMA's [Cookie Policy](#), which sets out information about the cookies on the website. If you purchase a product from GAMA, GAMA's [Terms and Conditions of Sale](#) will apply to that purchase unless stated otherwise.

### 3. Information about GAMA

GAMA is a company registered in England and Wales ("GAMA", "us" or "we") with company registration number: 05316871 and registered office at The Maylands Building, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG.

You can contact GAMA's customer service team by writing to GAMA at [info@gamahealthcare.com](mailto:info@gamahealthcare.com).

If we have to contact you we will do so by writing to you at the email address or postal address you provided to us.

The words "writing" or "written" in these terms also includes emails.

### 4. Changes to the website

GAMA may update the website from time to time, and may change the content at any time.

GAMA uses reasonable efforts to update the website, but some information may become out of date over time. Except as specifically stated, GAMA makes no claims or warranties as to the accuracy, completeness or use of the website or any content on it.

### 5. Accessing the website

The website is made available free of charge.

GAMA do not guarantee that the website, or any content on it, will always be available or be uninterrupted. Access to the website

is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the website without notice. We will not be liable to you if for any reason any of the website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the website.

You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms of use, and that they comply with them.

### 6. Your account and password

If you choose (or are allocated) an account password or any other piece of information as part of GAMA security procedures, you must treat such information as confidential. You must not disclose it to any third party.

GAMA has the right to disable any account password, whether chosen by you or allocated by us, at any time, if in GAMA's reasonable opinion you have failed to comply with any of the provisions of these terms of use. GAMA will try to notify you in advance of this where possible, and give you a chance to appeal if applicable.

If you know or suspect that anyone other than you knows your user account password, you must promptly notify GAMA at [info@gamahealthcare.com](mailto:info@gamahealthcare.com).

### 7. Intellectual property rights

GAMA, or members of the company group GAMA are part of, are the owner or the licensee of all intellectual property rights in the website (including copyright, trade marks, design rights, patents or other intellectual property rights), and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may print off copies, and may download extracts, of any page(s) from the website for your internal business use and you may draw the attention of others within your organisation to content posted on the website. Reproduction of part or all of the contents of the website in any form is prohibited other than for internal business use only and may not be recopied and shared with a third party.

The permission to recopy for internal business use does not allow for incorporation of material or any part of it in any other website, electronic retrieval system, publication or any other work (whether hard copy, electronic or otherwise). GAMA are not responsible for any file downloads.

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, video or audio sequences or any graphics separately from any accompanying text. The website may not be modified, disassembled, decompiled or reverse engineered in any way for any commercial purpose.

Our status (and that of any identified contributors) as the authors of content on the website must always be acknowledged. All copyright notices in original materials must be retained and any GAMA materials used must include the copyright statement "© GAMA Healthcare Ltd, all rights reserved".

You must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from GAMA or GAMA's licensors.

If you print off, copy or download any part of the website in breach of these terms, your right to use the website will cease immediately and you must, at GAMA's option, return or destroy any copies of the materials you have made.

### 8. Information

All information and materials contained on the website have been prepared solely for the purpose of providing general information about GAMA, the products GAMA sell and information about them and their use. All such information and materials published on the website is provided in good faith as a convenience to you and may be used for information purposes only and at all times in accordance with these terms. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website.

Although GAMA make reasonable efforts to update the information on the website, GAMA make no statement, that the content on the website is accurate, complete or up-to-date.

### 9. Limit of liability

Nothing in these terms of use excludes or limits GAMA's liability for death or personal injury arising from GAMA's negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, GAMA exclude all conditions, warranties, representations or other terms which may apply to the website or any content on it, whether express or implied. GAMA will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use, the website; or (b) use of or reliance on any content displayed on the website. (c) loss of profits, sales, business, or revenue; (d) business interruption; (e) loss of anticipated savings; (f) loss of business opportunity, goodwill or reputation; or (g) any indirect or consequential loss or damage.

GAMA assume no responsibility for the content of websites linked on the website. Such links should not be interpreted as endorsement by GAMA of those linked websites. GAMA will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply regarding any products

purchased from GAMA, as set out in GAMA's [Terms and Conditions of Sale](#).

#### 10. Uploading content and linking to the website

Whenever you make use of a feature that allows you to upload content or link to the website, or to make contact with other users of the website, you must comply with the following content standards. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any content as well as to its whole.

Content must: (a) be accurate (where they state facts). (b) be genuinely held (where they state opinions). (c) comply with applicable law in any country from which they are posted.

Content must not: (a) contain any material which is defamatory of any person. (b) contain any material which is obscene, offensive, hateful or inflammatory. (c) contain profanity, blasphemy, spiteful, racist, sexually explicit, or sexually gratuitous comments. (d) comment about other contributors. (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. (f) infringe any copyright, database right or trade mark of any other person. (g) be likely to deceive any person. (h) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence. (i) promote any illegal activity. (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety. (k) be likely to harass, upset, embarrass, alarm or annoy any other person. (l) be used to impersonate any person, or to misrepresent your identity or affiliation with any person. (m) give the impression that it emanates from us, if this is not the case. (n) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse. (o) be in GAMA's reasonable opinion otherwise inappropriate.

You will ensure that any content complies with those standards, and you will indemnify GAMA in full for any loss or damage GAMA suffer as a result of you not doing so. Any content you upload to the website will be considered non-confidential and non-proprietary, and GAMA has the right to use, copy, distribute and disclose to third parties any such content for any non-commercial purpose (including making it available on the website).

GAMA has the right to remove or suspend any of your content from the website if, in GAMA's opinion, your content does not comply with GAMA's content standards.

GAMA will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the website.

The views expressed by other users on the website do not represent GAMA's views or values.

#### 11. Viruses

GAMA do not guarantee that the website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the website. You should use your own virus protection software.

You must not misuse the website by knowingly introducing viruses, trojans,

worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of service attack. By doing so, you may commit a criminal offence under the Computer Misuse Act 1990. GAMA will report any such action to the relevant law enforcement authorities and GAMA will co-operate with those authorities and have the right to disclose your identity to them.

#### 12. Linking to the website

You may link to the website's home page, provided you do so in a way that is fair and legal and does not damage GAMA's 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 GAMA's part where none exists. You must not establish a link to the website in any website that is not owned by you.

The website must not be framed on any other website, nor may you create a link to any part of the website other than the home page.

GAMA reserve the right to withdraw linking permission without notice. Any website in which you are linking must comply in all respects with the content standards set out in section 10.

If you wish to make any use of content on the website other than that set out above, please contact GAMA at [info@gamahealthcare.com](mailto:info@gamahealthcare.com).

#### 13. Third party links and e-resources in the website

Where the website contains links or access to other websites and resources provided by third parties, these links are provided for your information only and use of such websites, services and resources will be governed by the terms set by the relevant third party, GAMA has no control over the contents of those websites or resources and we accept no responsibility for your use of them.

#### 14. Other important terms

These terms are between you and GAMA. No other person shall have any rights to enforce any of these terms. Neither party will need to get the agreement of any other party in order to make any changes to these terms.

If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Our failure or delay to exercise or enforce any right in these terms does not waive GAMA's right to enforce that right.

#### 15. Applicable law

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. GAMA both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 16. Changes to these terms

GAMA may revise these terms at any time to reflect changes in or to: (a) relevant laws

or regulatory requirements; (b) security, technical or operational issues; or (c) the website.

If you have any issues, questions or complaints, please feel free to email [info@gamahealthcare.com](mailto:info@gamahealthcare.com).