



Terms and Conditions of Use of the Kids Back 2 Sport website and content

1. Introduction

This page (together with the documents referred to in it) sets out the terms and conditions on which you make use of our website www.kidsback2sport.com, its content and the e-books contained on our website (the "Site"). Please read these terms carefully before you start to use the Site. By using our Site, you indicate that you accept these terms and conditions of use and that you agree to abide by and be legally bound by them. If you do not agree to these terms and conditions of use, please refrain from using our Site.

This Site is operated by Kids Back 2 Sport Limited ("Kids Back 2 Sport", "we", "us", or "our"), a company registered in England and Wales (company number 14832641) and having its registered office at Hunger Hill Barn, Hunger Hill Lane, Over Peover, Knutsford, Cheshire, WA16 8UD.

2. Your Access and Use

Access to our Site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site or our entire Site.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. The safe keeping of your security information is your responsibility. We will not be liable for any losses arising from your failure to ensure your security information is kept safe and confidential. We have the right to disable any user identification code or password, whether chosen by you or allocated by us at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions.

Kids Back 2 Sport does not warrant that functions contained in our Site's content will be uninterrupted or error free, that defects will be corrected, or that our Site or the server that makes it available is free of viruses. We will not be liable to you for any loss or damage caused by any virus or other technological harmful material that may infect your device, computer programme, data or other proprietary material due to your use of our Site or to you downloading any material posted on it, or any website linked to it.

You agree to use our Site only for lawful purposes in accordance with these terms and conditions, and in a way that does not infringe the rights of anyone else or restrict or inhibit anyone else's use and enjoyment of our Site.

3. Content of this Website and Disclaimer

This website, its content, and our e-books are intended to be used for information purposes only and are designed as educational material and should not replace the advice of a healthcare professional. They are not intended to be used for medical diagnosis or treatment. The authors endeavour to maintain this Site, its content, and e-books with up to date and relevant information, but no responsibility can be taken for how that information is used, nor does it represent any guarantee of suitability for use. Each child is different, so the information should not be taken as a recommendation for treatment. Use,



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4. Directory of Practitioners

Our directory of practitioners is for information purposes only and Kids Back 2 Sport in no way endorses any opinions or advice you receive from practitioners. Individual practitioners appearing in the directory are responsible for the accuracy and competency of their own advice. If you choose to use our directory and any listed practitioners, you do so at your own risk and the engagement and assessment of suitability of any practitioner is your responsibility. Any opinion or advice received from practitioners is the responsibility of the practitioner and Kids Back 2 Sport does not accept any responsibility or liability for any services, opinions or advice provided by practitioners listed on the Site. By using this Site and the directory of practitioners, you agree to pursue any issues or claims arising from services, advice or opinions of practitioners directly against that practitioner and not against us.

5. Intellectual property

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6. Limitation of liability

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UNDER NO CIRCUMSTANCES WILL KIDS BACK 2 SPORT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER LOSSES (WHETHER SUCH LOSSES ARE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE) ARISING FROM THE USE OF OUR SITE OR ITS CONTENT (INCLUDING E-BOOKS) REGARDLESS OF THE FORM OF ACTION. NOTHING WILL EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY AS A RESULT OF OUR NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

7. Personal information

We process information about you in accordance with our [Privacy Policy](#).

8. Linking to Website

A link to the Site can be created with prior written consent from Kids Back 2 Sport. Please email or write to Kids Back 2 Sport to make a request outlining what your intended use is prior to creating a live link. A link between websites does not constitute an endorsement of any products or services other than our own. By linking to the Site, you indemnify us for any losses, damages, liabilities, costs or expenses that we may suffer or incur due to your actions.

9. Links to another website

The Site may from time to time contain links to third party websites which we provide solely for your interest. These links are not an endorsement of these third-party websites and no responsibility can be taken for their content. By using the links to any third-party websites, it is assumed you do so at your own risk and no liability for any direct or indirect loss, damages, costs, expenses or liabilities that you may suffer or incur arising from your use of these third-party sites is the responsibility of Kids Back 2 Sport.

10. Contributions to the website

Where you are invited to submit any contribution to our Site (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant Kids Back 2 Sport a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution. If you do not want to grant to Kids Back 2 Sport the rights set out above, please do not submit your contribution to our Site.

Further to the above paragraph, by submitting your contribution to our Site you warrant that: (i) your contribution is your own original work and that you have the right to make it available to Kids Back 2 Sport for all the purposes specified above; (ii) it is not defamatory, obscene or offensive; (iii) it does not infringe any law; (iv) you will indemnify Kids Back 2 Sport against all legal fees, damages and other expenses that may be incurred by Kids Back 2 Sport as a result of your breach of the above warranty; (v) you will not upload or transmit through the Site any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and (vi) you waive any moral rights in your contribution for the purposes of its submission to and publication on our Site and the purposes specified above.



11. General

These terms and conditions incorporate by reference any notices contained on our Site and constitute the entire agreement with respect to your access to and use of our Site, its content, and our e-books.

We reserve the right to amend these terms and conditions at any time. We will notify you of any material changes to these terms and conditions.

If any provisions of these terms and conditions are judged to be invalid, illegal or unenforceable, this will not affect or impact the continuation in full force and effect the remainder of the provisions.

If there is any conflict between these terms and conditions and specific terms appearing elsewhere on our Site then the latter shall prevail.

These terms and conditions and your use of the Site shall be governed by and construed exclusively in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.