

Terms of website use

Information about us

www.backpainandsciatca.com and all its subdomains e.g. golf.backpainandsciatca.com, and the Active X Backs app, hereinafter referred to as the AXB site or digital platform is operated by Active X Clinics Ltd (“We”). We are registered in Scotland under company number SC246156 and have our registered office at 10 Atholl Place, Edinburgh, EH3 8HP. This is also our main trading address.

We are a limited company, trading under the name “Active X Backs”.

This AXB Digital Platform Does Not Provide Medical Advice

The contents of the AXB Digital Platform, such as text, graphics, images, ebooks, podcasts, videos, webinars, online courses, group consultations, survey and forms, one-to-one consultations and information obtained from Active X Clinic’s advisers (“Content”), are for informational purposes only and we make no representations, warranties or guarantees, whether express or implied, that the Content on our platform is accurate, complete or up to date. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician 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/heard/seen on the AXB digital platform.

In engaging with our digital platform, you confirm that you have completed the form linked to [here>>](#) IF you answer “yes” to any of the safety questions (Questions 1-11 immediately below name and email address), you confirm that you will seek one to one medical advice or other relevant specialist help.

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website and coaching platform, whether as a guest or a registered user. Please read these Terms of Use carefully before you start to use the site or app. By using our site or app, you indicate that you accept these

Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our site.

Visitors to the site who wish to use any of the paid services and features offered by us must register. The information provided as part of the registration process must be true, accurate and current and must be updated if any of the information changes.

Jurisdiction and applicable law

Those who choose to access this site and its services from other locations are responsible for compliance with local laws if and to the extent local laws are applicable. This site or the coaching platform is not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of this site is prohibited. Persons to whom such restrictions apply must not access this site or related services.

If you are a consumer, please note that these Terms of Use, their subject matter and their formation, are governed by Scots law. You and we both agree that the Scottish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site or use of our app, except that if you are a resident of England you may also bring proceedings in England, and if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland. We also retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

If you are a business, these Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree that any dispute or claim arising out of or in connection with them or their subject matter or formation shall be subject to the exclusive jurisdiction of the Scottish courts.

Accessing our site

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 (see below). 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. 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 of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@backpainandsciatica.com.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use, and that they comply with them.

Intellectual property rights

Unless otherwise indicated, we are the owner or the licensee of all intellectual property rights on our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

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.

Our status (and that of any identified contributors), or the status of any third party as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

Reliance on information posted

The information contained in this site, and any advice or opinion given is for educational purposes only and is not intended nor implied to be a substitute for a consultation with a healthcare professional. We cannot guarantee that information provided by us through this site will meet your health or medical requirements. You

should seek appropriate medical advice before taking or refraining from taking any action in reliance on any information contained in this site. We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site and none of its contributors can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they are based, as a result, direct or otherwise, of our provision of information contained in or accessed through this site. The site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about information and materials uploaded by other users please contact us at info@backpainandsciatica.com .

Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

We have used all reasonable care and skill in compiling the content of this site. However, our responsibility for loss or damage suffered by you is excluded or limited as follows:

- Whether you are a consumer or a business user, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for death or personal injury arising from our negligence, the negligence of our employees, agents or subcontractors, nor our liability for fraud or fraudulent misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, depending on whether you are using our site for business purposes or as a consumer, which will be set out in our Terms and conditions of supply as follows:

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it or them.

- We will not be liable to you for any loss or damage, whether in contract, delict/tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - Use of, or inability to use, our site; or
 - Use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - Loss of profits, sales, business, or revenue;
 - Business interruption;
 - Loss of anticipated savings;
 - Loss of business opportunity, goodwill or reputation; or
 - Any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that 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.

Information about you and your visits to our site

We process information about you in accordance with our privacy policy, published below. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site

Contracts for the supply of services or information formed through our site or the coaching app or as a result of visits made by you are governed by our terms and conditions of supply below.

Viruses, hacking and other offences

You must not misuse our site 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 our site or app, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

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

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to info@backpainandsciatica.com

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Partners - No Warranty

If you sign an agreement with us for the provision of coaching services, you are aware that the exercise component of those services is delivered by one of our Partners. Although these Partners have been trained by Active X Clinics Ltd, we provide no warranty in relation to their services.

Third-party information

Material appearing on this site will include advertising and other material submitted by parties other than us. We will not be liable for any loss or damage caused by a third party's service or product advertised in any area of our site. We accept no responsibility for any information presented by a third party on our site nor do we accept responsibility for any loss or damage that may arise from your use of such information.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your concerns

If you have any concerns about material which appears on our site, please contact info@backpainandsciatica.com

Thank you for visiting our site and using it.

Terms of Supply

This page (together with the Terms of Use above and Privacy Policy below tells you information about us and the legal terms and conditions ("Terms") on which we provide the following services ("Services") to you through our website:

- An informational resource, including text, video and audio
- An educational platform, collating your health-related data, and providing webinar,
- A coaching platform used by AXB Partner Coaches to coach clients

- An online registration system to collect your health data
- Health-related podcasts
- In-app and on-site messaging system

These Terms will apply to any contract between us for the sale of Services to you (“Contract”). Please read these Terms carefully and make sure that you understand them, before signing up to use any Services through our site. Please note that before signing up to use any Services you will be asked to agree to these Terms. These Terms tell you who we are, how we will provide the Services to you, how we may change or end the contract, 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 require changes, please contact us to discuss.

By clicking “Accept” you are accepting these Terms. If you refuse to accept these Terms, you will not be able to sign up to use any Services.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms from time to time as set out in clause 7.

These Terms, and any Contract between us, are only in the English language.

2. Information about us

2.1 We operate the website www.backpainandsciatica.com and its subdomains e.g. golf.backpainandsciatica.com, pilates.backpainandsciatica.com. We are Active X Clinics Ltd, a company registered in Scotland under company number SC246156 and with our registered office at 10 Atholl Place, Edinburgh, EH3 8HP. We trade as “Active X Backs”.

2.2 To contact us, please use the following e-mail address info@backpainandsciatica.com

2.3 Use of our site

Your use of our site is governed by our Terms of Use above. Please take the time to read these, as they include important terms which apply to you.

3. How we use your personal information

We only use your personal information in accordance with our Privacy Policy (below). Please take the time to read this policy, as it includes important terms which apply to you.

4. Are you an end user or a business customer?

In some areas you will have different rights under these Terms depending on whether you are an end user / consumer or business. You are an end user/ consumer if:

- You are an individual.
- You are buying services/products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

5. If you are an end user / subscriber

This clause 5 only applies if you are an end user / subscriber/ consumer

5.1 If you are an end user, you may only subscribe for Services from our site if you are at least 18 years old.

5.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us.

6. If you are a business customer

This clause 6 only applies if you are a business.

6.1 If you are not an end user, you confirm that you have authority to bind any business on whose behalf you use our site to subscribe for Services.

6.2 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or any document expressly referred to in them.

7. How the contract is formed between you and us

7.1 In order to subscribe for our digital services, you must confirm that you have read these terms by ticking the “Accept” box.

7.2 You should not tick “Accept” unless you have read and agree to accept our terms as laid out on this page. Please take the time to read all of our terms carefully before ticking “Accept”.

7.3 In order to complete the subscription process for using our web services, you only need to tick the box confirming your acceptance of our terms and conditions. In order to complete the subscription process for any of our educational/coaching services, you will receive an e-mail from us acknowledging that we have received your request. However, please note that this does not mean that your request has been accepted. Our acceptance of your request will take place as described in clause 7.4.

7.4 If you contract separately with us for the provision of online coaching services, we will confirm our acceptance of your request for our in-person services to you by co-signing an online agreement with you. The Contract between us for in-person services will only be formed when we send you sign this online agreement, and you accept the terms detailed in the agreement.

7.5 These coaching services are provided by Active X Clinics and its employees, and the exercise component of these services are provided by Active X Clinics' Partners. Although AXC has trained these Partners, we provide no warranty for the provision of their services. The Partners are separate legal entities and of the fee you pay to Active X Clinics, a percentage is paid directly to them for the provision of those services. This is referred to in the online agreement you sign, as referred to in 7.4.

8. Our right to vary these terms

8.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how we accept payment from you; or
- (b) changes in relevant laws and regulatory requirements.

8.2 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

9. Your rights to end the contract

9.1 You can always end your contract with us. Your rights when you end the Contract will depend on whether there is anything wrong with the Services, how we are performing, when you decide to end the Contract and whether you are a consumer or business customer:

- If you want to end the Contract because of something we have done or have told you we are going to do, see clause 9.2;
- If you are a consumer and have just changed your mind about the Services, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 9.6.

9.2 You can end the Contract because of something we have done or are going to do. If you are ending a Contract for the reason that you have a legal right to end the Contract because of something we have done wrong, the Contract will end immediately, and we will refund you in full and you may also be entitled to compensation.

9.3 You can exercise your right to change your mind if you are a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Regulations”). If you are a consumer then for Services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Regulations, are explained in more detail in these Terms.

9.4 In certain circumstances, if you are a consumer, you do not have a right to change your mind. Your right as a consumer to change your mind does not apply in respect of the Services, once these have been completed, even if the cancellation period is still running.

9.5 How long do consumers have to change their minds? If you are a consumer and you have bought the Services, you have 7 days after the date of Subscription Confirmation. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started to provide the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

9.6 You can end the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9), you can still end the Contract before it is completed. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end the Contract in these circumstances, just contact us to let us know. The Contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made in respect of any part of the Services that have not been provided to you. For example, if you tell us you want to end the Contract on 4 February, we will continue to supply the Services until 3 March. We will only charge you for supplying the Services up to 3 March and will refund any sums you have paid in advance for the supply of the Service after 3 March.

10. How to end the contract with us (including if you are a consumer who has changed their mind)

10.1 You can tell us you want to end the Contract by emailing us at info@backpainandsciatica.com. Please provide your name, home address, details of the order and, where available, your phone number and email address. You may wish to keep a copy of your cancellation notification for your own records.

10.2 We may make a deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind and any amount claimed by the app store. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

10.3 When will your refund be made? We will make any refunds due to you as soon as possible. If you are a consumer your refund will be made within 14 days of your telling us you have changed your mind

11. Our cancellation rights

11.1 If we have to cancel a subscription request for Services before the Services start:

(a) We may have to cancel a subscription request before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel without which we cannot provide the Services. We will promptly contact you if this happens.

(b) If we have to cancel a subscription request under clause 11.1(a) and you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.

11.2 Once we have begun to provide the Services to you, we may cancel the contract for the Services at any time by providing you with at least 30 calendar days notice via email. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.

11.3 We may cancel the contract for Services at any time with immediate effect by giving you email notice if:

(a) you do not pay us when you are supposed to as set out in clause 14.3. This does not affect our right to charge you interest under clause 14.4; or

(b) you break the contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing.

11.4 If we end the Contract in the situations set out in clause 11.3 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. Providing services

12.1 We - and our Partners - will supply the Services to you from the date you accept our terms until you cease paying for the Services.

12.2 We may have to suspend the Services if we have to deal with technical problems or to make improvements agreed between you and us in writing to the Services.

13. If there is a problem with the services

13.1 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

14. Price and payment

14.1 The price of the Services will be as set out in the Agreement sent to you. Our prices may change at any time, but price changes will not affect a subscription request that we have confirmed with you.

14.2 **These prices do not include VAT, as our service is VAT exempt.** However, if this status changes, you will be informed and the price of our service adjusted to reflect this additional cost.

14.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Royal Bank of Scotland plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual

payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.4 However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 14.3 will not apply for the period of the dispute.

14.5 If you are a business customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding.

15. Disclaimer of medical advice

15.1 The information contained on our digital platform or any information imparted as part of the Services, and any medical information or opinion given in the site or imparted as part of the Services is for educational purposes only and is not intended nor implied to be a substitute for a consultation with a healthcare professional. We cannot guarantee that information provided by us through this site will meet your health or medical requirements. You should seek appropriate medical advice before taking or refraining from taking any action in reliance on any information contained in this site. We disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or in respect of the provision of the Services, or by anyone who may be informed of any of its contents.

15.2 Whilst we have taken every precaution in compiling this site and in providing the Services, none of its contributors or any of the clinicians, Partners, or other individuals featured can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they are based, as a result, direct or otherwise, of our provision of information contained in or accessed through this site, or the provision of the Services. The site may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values. If you wish to complain about information and materials uploaded by other users please contact us info@backpainandsciatica.com

15.3 Nothing in these Terms limit or exclude our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) all terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples) are excluded.

15.4 Subject to clause 16.1 we will under no circumstances whatever be liable to you, whether in delict, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) any loss of profits, sales, business, or revenue;

(b) loss or corruption of data, information or software;

(c) business interruption or loss of business opportunity;

(d) loss of anticipated savings;

(e) loss of goodwill or reputation; or

(f) any indirect or consequential loss.

15.5 Subject to clause 16.1 and clause 16.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1000.

15.6 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

16. Our liability if you are a consumer

This clause 16 only applies if you are a consumer.

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not

foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

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

16.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or the Consumer Rights Act 2015; and
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

17. Events outside our control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably practicable after the Event Outside Our Control is over.

17.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clauses 9 and 10. We will only cancel the contract if the Event Outside our Control continues for longer than 4 weeks in accordance with our cancellation rights in clause 11.

18. Communications between us

18.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

18.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Active X Clinics Ltd at 10 Atholl Place, Edinburgh, EH3 8HP or info@backpainandsciatica.com . We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel under clauses 9 or 10, please see clause 10 for how to tell us this.

18.3 If you have any questions or if you have any complaints, please contact us. You can contact us by or by e-mailing us at info@backpainandsciatica.com

18.4 If we have to contact you or give you notice in writing, we will do so by e-mail.

18.5 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. Other important terms

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

19.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.6 If you are a consumer, please note that these Terms are governed by Scots law. This means a Contract for the subscription of Services through our site and any dispute or claim arising out of or in connection with it will be governed by Scots law. You and we both agree to that the Scottish courts will have non-exclusive jurisdiction.

19.7 If you are a business, these Terms are governed by Scots law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by Scots law. We both agree to the exclusive jurisdiction of the Scottish courts.

19.8 We will not file a copy of the Contract between us.

PRIVACY POLICY

Active X Clinics Ltd (“We”) are committed to protecting and respecting your privacy.

This policy (together with our Terms of Use and Terms of Supply above and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (“the Act”) and the EU Regulation 2016/679 – the General Data Protection Regulation (“GDPR”), the data controller is Active X Clinics Ltd (SC246156) whose registered office at 21b Coates Crescent, Edinburgh, EH3 7AF. Our Data Protection Administrator is Gavin Routledge and can be contacted by email info@backpainandsciatica.com or by post at the above address.

Information we may collect from you

We may collect and process the following data about you:

- Information that you provide by filling in forms, or responding to questions on our site www.backpainandsciatica.com or any of its subdomains e.g. golf.backpainandsciatica.com . This includes information provided at the time of registering to use our site, subscribing to our service, or requesting further services, and in interactions with the site. We may also ask you for information when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Information we receive from other third party sources about you, e.g. business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit references agencies and we will notify you when we receive information about you from them and the purposes for which we intend to use that information.
- The information you give us may include your name, address, email address, phone or mobile number, age, username, password and other registration information, financial and credit card information, personal description and photographs.
- Details of your visits to our site including, but not limited to:
 - Technical information, including the type of mobile device you use, your mobile operating system, and the type of mobile browser you use;
 - Information stored on your mobile or other device, including contact information, login information, photos, videos or other digital content; and
 - traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

Some of the data which we may collect and process about you will relate to your health, which we refer to as sensitive personal information and is required in order that we can deliver our service to you.

IP addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies

Our website uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our site and also allows us to improve our site.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

The cookies we use are "analytical" cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our site works, for example, by ensuring that users are finding what they are looking for easily. You can find more information about the purposes for which we use cookies in the table below:

Purpose

Cookies may be used to enable us to]:

- **Estimate our audience size and usage pattern.**
- **Store information about your preferences, and so allow us to customise our site and to provide you with offers that are targeted at your individual interests.**
- **Speed up your searches.**
- **Recognise you when you return to our site.**

Allow you to use our site in a way that makes your browsing experience more convenient. If you complete our online forms, we will use cookies to remember your details during your current visit, and any future visits provided the cookie was not

deleted in the interim.

Please note that third parties (including, for example, advertising networks such as Adroll and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or advertising targeting cookies.

When you come to our site Adroll will install cookies on your computer/device's browser for advertising purposes.

Other third parties such as Google or Facebook may use pixel tracking to understand your behaviour on our site.

Except for essential cookies, all cookies will expire after 5 years. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It will also be processed by staff operating outside the EEA who work for us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Uses made of the information

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer/device.
- For general administration purposes.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any agreements entered into between you and us.
- To notify you about changes to our service.

We may also use your data to provide you with information about goods and services which may be of interest to you and we may contact you about these by email, post or telephone.

If you are an existing client, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new client, by accepting our terms, you are consenting only to being contacted by electronic means.

We may associate any category of information with any other category of information and will treat the combined information as personal data in accordance with this policy for as long as it is combined.

We do not disclose information about identifiable individuals to our advertisers, but we may provide them with anonymous aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in EH1). We will use the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

Disclosure of your information

We may disclose your personal information to any member of our group, which means our subsidiaries, our Partners, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Active X Clinics Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its clients will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms of Use above or Terms of Supply below and other agreements; or to protect the rights, property, or safety of Active X Clinics Ltd, our clients, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Your rights

As a data subject, you have the following rights under the GDPR, which this Policy and our use of personal data have been designed to uphold:

- the right to be informed about our collection and use of personal data;
- the right of access to the personal data we hold about you or your employees;
- the right to rectification if any personal data we hold about you or your employees is inaccurate or incomplete;
- the right to be forgotten – i.e. the right to ask us to delete any personal data we hold about you or your employees or customers (we only hold personal data for a limited time but if you would like us to delete it sooner, please contact us. Please note that deletion of certain personal data may prevent the services we provide for you from functioning);
- the right to restrict (i.e. prevent) the processing of personal data;
- the right to data portability (obtaining a copy of personal data to re-use with another service or organisation);
- the right to object to us using personal data for particular purposes; and
- rights with respect to automated decision making and profiling.

If you have any cause for complaint about our use of personal data, please contact us at info@active-x.co.uk and we will do our best to solve the problem for you. If we are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office details of which can be found here <https://ico.org.uk/>

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites,

please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@backpainandsciatica.com

THE BELOW SUGGESTIONS ARE PROVIDED BY OUR PREVIOUS TECHNOLOGY PARTNER

Suggested text: Our website address is: <http://backpainandsciatica.com>

Comments

Suggested text: When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor's IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

Media

Suggested text: If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

Cookies

Suggested text: If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you visit our login page, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days, and screen options cookies last for a year. If you select "Remember Me", your login will persist for two weeks. If you log out of your account, the login cookies will be removed.

If you edit or publish an article, an additional cookie will be saved in your browser. This cookie includes no personal data and simply indicates the post ID of the article you just edited. It expires after 1 day.

Embedded content from other websites

Suggested text: Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

Who we share your data with

Suggested text: If you request a password reset, your IP address will be included in the reset email.

How long we retain your data

Suggested text: If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

What rights you have over your data

Suggested text: If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

Where we send your data

Suggested text: Visitor comments may be checked through an automated spam detection service.