

myfood24 Terms of Use

Please read these Terms of use carefully. They contain important information about your rights and obligations.

Introduction

These terms and conditions of use ('Terms of use') refer to the myfood24 website operated by Dietary Assessment Ltd ('The Company', 'our', 'we', 'us'...), a spinout company from the University of Leeds. The website is accessible via the URL <http://www.myfood24.org/> ('Website'). By using, or contributing to, the myfood24 website you agree to these Terms of use.

These Terms of use form the entire agreement between you and us ('Agreement'). If you do not agree to be legally bound by this Agreement please stop using our website immediately. Your continued access to and use of our website will amount to your acceptance of these Terms of use.

The Company reserves the right to change the Agreement at any time and will highlight this fact by a change in the date at the bottom of these Terms of use. You should review these Terms of use on a regular basis to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use this Website after the changes.

Disclaimer and limitation of liability

The contents of this Website do not constitute medical advice. This Website may provide nutritional summary information, you should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. The use of any information provided on this site is solely at your own risk. You should always consult a physician before starting a fitness program, changing your diet, or if you have any questions regarding a medical condition.

The Company does its best to ensure that all information on the Website is accurate. If you find inaccurate information please let us know by e-mail to info@myfood24.org and we will investigate.

The Company gives no warranty or assurance about the content of the Website. As the Website may be further developed at any time content may be out of date or incorrect and subject to change without notice. While the Company makes every effort to ensure that the content of the Website is accurate, we cannot accept liability for the accuracy of all content at any particular time.

The Company makes every effort to ensure that its Website is error- and virus-free but does not warrant that any material available for downloading from its Website will be free of errors or malicious code. In addition this Website is hosted by Digital Ocean and any loss of service or downtime due to maintenance or errors is outside of our control.

Where our Website contains links to other sites and resources provided by third parties those links are provided for information only. The Company has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. The Company is not responsible for the privacy or security of any information you may send to such sites.

In no event shall the Company or any of its agents, employees and sub-contractors be liable to any party for any of the following losses or damages (whether such losses be foreseen, foreseeable, known or otherwise): loss of data, loss of revenue or anticipated profits, loss of business, loss of opportunity, loss of goodwill or injury to reputation, loss suffered by third parties, any direct, indirect, special, incidental, or consequential loss or damages arising out of use of the site or reliance on any material or services provided in the site or accessed through it, whether or not amended by third parties and regardless of form of action.

Nothing in these Terms of use is intended to exclude the Company's liability for death or personal injury caused by the Company's proven negligence or fraudulent misrepresentation.

Trademarks

The myfood24 logo is a registered trademark of the Company.

All other names, trademarks and logos used and displayed on our websites are registered and unregistered trademarks and are the property of their respective owners. You must not use these names, trademarks or logos without prior permission. Please direct any enquiries to info@myfood24.org.

Notice and takedown

We wish to ensure that all content made available via our Website is lawful. If you believe that our Website holds material for which you are rights holder and where you have not granted permission or permission is not automatic by way of national or international law please contact us by e-mail to info@myfood24.org detailing your concerns. Please use the subject 'Notice and takedown request' and include the following information:

- Your contact details
- The complete and exact URL(s) where you found the material
- Details of your objection
- Proof that you are the rights holder or authorised representative of the rights holder of the material in question

We may disable access to the material in question while we assess your objection. If the material was supplied to us by a third party we may need to contact them as part of our enquiries.

Access to the Website

You are permitted to use this Website only for the purpose of the research project in which you are involved.

This Website is intended to be used by people aged 11 or over. If you are under 18 years of age the researcher will require parental consent before you are permitted to use this Website.

Permission to use the Website is granted once you have received an invitation from the researcher concerned.

Where you have received an invitation for access to this Website these relate only to you and are not transferable to any other party.

Where we determine that you have breached any of these Terms of use we reserve the right to terminate your access to the Website without further warning.

Contributing to the Website

Where you submit any contribution or material ('Contribution') to our Website:

You grant the Company a perpetual, non-exclusive, world-wide, royalty-free licence to copy, reproduce, modify, publish, broadcast, transmit, display, perform, create derivative works from, translate, make available to the public, and exercise all copyright and publicity rights with respect to your Contribution in any media for the for the full term of any rights that may exist in your Contribution.

You warrant that your Contribution:

- a) is your own original work or you have a licence from the copyright owner(s) of the work granting the Company use of the work on the terms of the foregoing licence granted by you;
- b) does not infringe or breach anyone else's rights, which includes your having obtained sufficient rights (by written permission/licence or consents as appropriate) for the Company to exercise the foregoing licence granted by you
 - from rights holders of third party copyright materials that you may have included in your Contribution in whole or in part, and
 - from all identifiable persons in any audio or visual media that you may have included in your Contribution including parental/legal guardian consent for those under 18 and for those who are vulnerable adults.
- c) is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal or in any way illegal;
- d) does not advertise or market anything in any way;
- e) does not link to material outlined in (c) and (d);
- f) is not otherwise offensive;

The Company reserves the right at its sole discretion to edit or remove any Contribution.

Copyright

This Website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photographs and graphics and other digital media ('Content'). The Content is protected by copyright law, trademark law, database rights and other intellectual property rights.

Except where otherwise stated, the Company, its licensors, or authorised contributors own the copyright, database rights and other intellectual property rights in the selection, coordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any other way exploit, any of the Content, in whole or in part except as provided in these Terms of use.

You may download information from the Website for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission or that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

Privacy

We are committed to protecting your privacy. For information on how your personal data is used and stored and how you may have it corrected or deleted please refer to our privacy notice at <http://www.myfood24.org>

General

Nothing in these Terms of use is intended to nor shall it confer any benefit on a third party whether under the Contracts (Right of Third Parties) Act 1999 or otherwise. You may not assign or transfer your rights under these Terms of use without our prior written permission.

Our failure at any time to enforce any right we may have does not result in waiver of such right.

If any of these Terms of use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any country in which these Terms of use are intended to be effective, then to the extent and within that jurisdiction in which that term of use is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms of use and the remaining Terms of use shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing law

These Terms of use and all questions of construction, interpretation, validity and performance under these Terms of use including non-contractual disputes or claims shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

Further information and complaints procedure

If you wish to complain about this Website or these Terms of use, or for further information please email info@myfood24.org.