



# Terms of Service

**Effective Date: 01/03/2023**

## OVERVIEW

This website is operated by **Vitality Pharmacy** (vitalitypharmacy.co.uk). Throughout the site, the terms “we”, “us” and “our” refer to Vitality Pharmacy. Vitality Pharmacy offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including any additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including but not limited to

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## SECTION 1 – ONLINE STORE & SERVICE TERMS

By agreeing to these Terms, you confirm that you are at least the age of majority in the UK (18 years), or that you are the age of majority in your jurisdiction and you have given us your consent to allow any minor dependents to use this site under your supervision.

You may not use our services for any illegal or unauthorized purpose, nor may you, in the use of our Services, violate any applicable laws or regulations.

A breach or violation of these Terms may result in immediate termination of Services.

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## SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information (excluding payment card details) may be transferred unencrypted and involve transmissions over various networks. Payment card information is always encrypted during transfer.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission from us.

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## **SECTION 3 – ACCURACY OF INFORMATION**

The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions. It does not replace professional medical advice. You should always consult a qualified healthcare professional before making decisions regarding your health.

We are not responsible if information available on this site is inaccurate, incomplete or not current. Any reliance on material is at your own risk.

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## **SECTION 4 – MODIFICATIONS TO SERVICE AND PRICES**

Prices for our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue any service without notice. We shall not be liable for any modification, price change, suspension or discontinuation.

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## **SECTION 5 – PRODUCTS & SERVICES**

Certain products or services may only be available online. These may have limited quantities and are subject to our Returns Policy.

We have made every effort to display as accurately as possible the images and descriptions of products. We cannot guarantee that your device display will be accurate.

We reserve the right to restrict sales to any person, region or jurisdiction, and to limit quantities of any products or services offered.

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## **SECTION 6 – BILLING & ACCOUNT INFORMATION**

We reserve the right to refuse any order. We may, at our discretion, limit or cancel quantities purchased per person, per household or per order.

You agree to provide current, complete and accurate information for all purchases and accounts. You must promptly update your information so that we can complete your transactions and contact you when necessary.

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## **SECTION 7 – OPTIONAL TOOLS & THIRD-PARTY LINKS**

We may provide access to third-party tools or links which we do not monitor and over which we have no control. Use of these is at your own risk.

Third-party links may direct you to websites not affiliated with us. We are not responsible for examining or evaluating third-party content, and we disclaim liability for your use of such links.

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## **SECTION 8 – USER COMMENTS & FEEDBACK**

If you submit comments, suggestions, or feedback, you agree that we may use these without restriction. We are under no obligation to (1) keep comments confidential; (2) pay compensation; or (3) respond.

You are responsible for ensuring your submissions do not violate third-party rights or contain harmful content.

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## **SECTION 9 – PERSONAL INFORMATION**

Your submission of personal information is governed by our **Privacy Policy**, which can be viewed [here – insert hyperlink].

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## **SECTION 10 – ERRORS & OMISSIONS**

Occasionally, information on our site may contain typographical errors, inaccuracies or omissions relating to product descriptions, pricing, promotions or availability. We reserve the right to correct any such errors without prior notice, even after an order has been placed.

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## **SECTION 11 – PROHIBITED USES**

You are prohibited from using the site or its content for:

- (a) unlawful purposes;
- (b) violating laws or regulations;
- (c) infringing intellectual property rights;
- (d) harassment, abuse, or discrimination;
- (e) submitting false or misleading information;
- (f) transmitting viruses or malicious code;
- (g) collecting personal data unlawfully;
- (h) spamming or phishing;
- (i) obscene or immoral purposes;
- (j) interfering with website security.

Violation may result in termination of Services.

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## **SECTION 12 – DISCLAIMER & LIMITATION OF LIABILITY**

All services are provided “as is” and “as available” without warranties of any kind.

We do not guarantee that use of our services will be uninterrupted, timely, secure or error-free. We are not liable for any loss, damages or injury arising from your use of our Services, except as required by UK law.

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## **SECTION 13 – INDEMNIFICATION**

You agree to indemnify and hold harmless Vitality Pharmacy, its staff, partners, and affiliates from any claims, demands, or damages arising from your breach of these Terms or violation of any law or rights of a third party.

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## **SECTION 14 – SEVERABILITY**

If any part of these Terms is determined unlawful or unenforceable, the remaining provisions shall remain valid and enforceable.

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## **SECTION 15 – TERMINATION**

These Terms are effective unless terminated by either you or us. You may terminate at any time by ceasing use of our Services.

We may terminate immediately without notice if we believe you have failed to comply with these Terms.

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## SECTION 16 – ENTIRE AGREEMENT

These Terms, along with our Privacy Policy and any other legal notices posted, constitute the entire agreement between you and us.

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## SECTION 17 – GOVERNING LAW

These Terms of Service and any agreements for services shall be governed by and construed in accordance with the laws of **England and Wales**.

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## SECTION 18 – CHANGES TO TERMS

You can review the most current version of these Terms of Service at any time on this document. We reserve the right to update, change or replace any part of these Terms by posting updates to our website. Your continued use of the site constitutes acceptance of such changes.

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### **Contact Information**

Questions about these Terms should be sent to:

 [thevitalitypharmacy@gmail.com](mailto:thevitalitypharmacy@gmail.com)

 **158 East Park Road Leicester LE5 4QB**