



Foyht Terms of Business

Welcome to the **Foyht.co.uk** website (“**the Website**”). The terms “**we**”, “**us**”, “**our**”, “**Foyht**”, “**the Site**”, and “**this Website**” refers Focus On Matrix Ltd. The term “**you**” refers to the User visiting the Website and/or contributing content on this Website.

This Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below (collectively, the “**Agreement**”). This Agreement governs any use by you of the Website and all of the products, software, services, and websites (collectively, the “**Services**”) offered by **Foyht**. By accessing or using this Website in any manner, you agree to be bound by this Agreement. Please read the Agreement carefully. If you do not accept all of these terms, conditions, and notices, please do not use this Website. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this Website signifies your acceptance of the updated or modified Agreement. Your activities on the Website or use of the Services may also be governed by local law, additional guidelines, rules or agreements, all of which are incorporated by reference herein.

Description of Services

This Website is provided to i) assist Users in gathering information related to Holistic Therapists, posting reviews and opinions on Holistic Therapy Schools, venues & retreats, providers, teachers & tutors and receiving information and updates from Users of the Website; ii) provide a service that enable practitioners, teachers & tutors to register their experience and qualifications on a neutral and a-political database available to current and potential clients, customers and students

The Services include access to a rich collection of resources, including various communications tools, search services, and personalized content which may be accessed through any various medium or device now known or hereafter developed.

Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to the Agreement. You understand and agree that the Service is provided “as-is” and that **Foyht** assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any User communications or personalisation settings. You are responsible for obtaining access to the Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). In addition, you must provide and are responsible for all equipment necessary to access the Services.

Foyht is not responsible for injuries incurred in the course of using the Website or products or services offered by third parties; you alone are responsible for determining your physical limits and the wisdom of undertaking any course of action recommended or taught on the Website or in products or services offered herein. **Foyht** offers no warranties or guarantees regarding improvement of physical conditioning or health as a result of using the Website or products or services offered herein. Always consult a physician before using any wellness or exercise program.

Use of the Website, Eligibility, Registration

You agree that your activities on the Website and any use of the Services shall be in accordance with (i) the Agreement (ii) our Community Guidelines Hyperlink and (iii) any applicable law, regulation or generally accepted practices or guidelines. Use of the Services is limited to parties that lawfully can enter into and form contracts under applicable law.

As a condition of your use of the Website, you warrant that (i) all information supplied by you on this Website is true, accurate, current and complete, (ii) if you have a Foyht.co.uk account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you and (iii) you are 16 years of age or older in order to register for an account and contribute to our Website. **Foyht** does not knowingly collect the information of anyone under the age of 16.



You are solely responsible for maintaining the confidentiality of any password associated with any account you use to access the Website and for any and all activities that occur under your account. If you become aware of any unauthorized use of your account, or of any other breach of security you must notify **Foyht** immediately by contacting us. You understand that through your use of the Services you consent to **Foyht's** collection and use of your registration data and certain other information about you, all as set forth in our, Privacy Policy Hyperlink and updated from time to time.

You agree that you will not engage in any activity that, in **Foyht's** sole judgment, interferes with or disrupts the Services, the servers and networks that are connected to the Services, or the activities of others on the Website or the enjoyment of others on the Website. Your failure to comply with this requirement may result in immediate suspension of your right to access one or more of the Services. You acknowledge and agree that in the event of such suspension, you may be prevented from accessing the Services, your account details or any files or other Content (as defined below) contained in your account.

In order to use some of the Services, you may need to register by providing your real name, address, phone number, e-mail address, and/or other relevant information, as appropriate. By registering, you represent that you have all requisite right, power and authority to bind yourself to any applicable agreement(s) and to perform your obligations thereunder. If you are acting on behalf of a company, you represent that you are authorized to bind your company. You agree to provide accurate and complete information, and to update such information as necessary to keep it up-to-date and accurate.

We retain the right at our sole discretion to review all registration applications and deny access to anyone to this Website and the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. You may not transfer or assign your registration to any other party.

Fees

Certain of the Services may require the payment of fees to **Foyht** or other Users. Any such fees, and acceptable methods of payment, will be detailed in the relevant agreement, rules or guidelines governing such Service(s).

Advertising and Other Communications

Foyht may also display advertising in connection with any of the Services, at its sole discretion, and/or in emails to its registered Users. You may not opt out of or in any way block such advertisements or any service announcements, administrative messages, or other communications from **Foyht**, the receipt of which are a condition of your use of the Services.

Content, Submissions, and Use of Interactive Areas

Foyht is not responsible for information, data, text, music, sound, photographs, graphics, video, code, messages, logos, tags, or any other material (collectively referred to herein as "Content") posted, stored or uploaded by Users of the Website, or offered by you through a Service. **Foyht** makes no representations with respect to the accuracy, integrity, or quality of any such Content, and shall not in any way be liable for, without limitation, for any errors or omissions in any Content, any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services.

The Website may contain bulletin boards, review services or other forums in which you or third parties may post reviews of yoga experiences or other content, messages, materials or other items on the Website ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and you understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

Foyht is not liable for any statements, representations, mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or other Content provided by its Users in any public forum, listing, profile page or other Interactive Area. Although **Foyht** has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, **Foyht** reserves the right, and has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Website at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Website at your sole cost and expense.

We appreciate hearing from you. Please be aware that by submitting content to this Website by electronic mail, postings on this Website or otherwise, including any reviews, articles, posts, questions, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you represent that you have the right to post or transmit such Content, and you grant **Foyht** a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable



right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or later developed; and (b) use the name that you submit in connection with such Submission. You acknowledge that **Foyht** may choose to provide attribution of your comments or reviews at our discretion. You further grant **Foyht** the right to pursue at law any person or entity that violates your or **Foyht's** rights in the Submissions by a breach of this Agreement. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by **Foyht** or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release **Foyht**, and its licensees, successors and assigns, from any claims that you could otherwise assert against **Foyht** by virtue of any such moral rights. You are solely responsible for protecting and enforcing any intellectual property and other rights in your Content; **Foyht** shall have no obligation to do so on your behalf.

Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content through the Services (or by other persons or companies on their behalf).

You may not modify, copy, display, rent, lease, loan, sell, transmit, reproduce, publish, license, transfer, sell or re-sell, distribute or create derivative works from, Content obtained from or through this Website (including, but not limited to, the infrastructure used to provide such content and information, which is proprietary to **Foyht**, as well as information, software, products, or services, messages, data, text, music, sound, photos, graphics, video, maps, icons, software, code or other material) that you do not own unless you have been explicitly granted a license to do so by the owner of that Content, in a separate agreement.

Any use of the Interactive Areas or other portions of the Website in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Website.

Prohibited Activities

Without limiting any other provision of this Agreement, by using the Website, you expressly agree that you will not:

- i. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any Content and/or Submissions that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, pornographic, indecent, lewd, vulgar, obscene, libellous, threatening, invasive of another's privacy or public rights, inflammatory, fraudulent, hateful, or racially, ethnically or otherwise objectionable;
- ii. harm minors in any way;
- iii. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any Content and/or Submissions that would, intentionally or unintentionally, constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including any regulations having the force of law;
- iv. impersonate any person or entity, including, but not limited to, a **Foyht** official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- v. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content and/or Submissions transmitted through a Service;
- vi. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any Content and/or Submissions that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- vii. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any Content and/or Submissions that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- viii. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any unsolicited or unauthorised advertising, promotional materials, contests, raffles, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

- ix. upload, post, email, transmit, distribute, store, create, publish or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- x. act in a manner that negatively affects other Users' enjoyment of the Services;
- xi. act in a manner that may expose **Foyht** or its Users to any harm or liability of any type;
- xii. interfere with or disrupt the Service(s) or servers or networks connected to the Service(s), or disobey any requirements, procedures, policies or regulations of networks connected to the Service(s);
- xiii. "stalk" or otherwise harass another;
- xiv. collect, store or publish private information and/or personal data of any third party (including, without limitation, username, name, surname, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers) except as is explicitly provided for in any applicable agreement or guidelines governing one or more of the Services;
- xv. set up additional account(s) to be used for deceptive purposes ("Sock Puppet Accounts");
- xvi. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- xvii. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- xviii. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- xix. deep-link to any portion of this Website for any purpose without our express written permission;
- xx. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorisation;
- xxi. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by **Foyht** in connection with the Website or the Services.

Privacy Policy

Foyht believes in protecting your privacy. Please review our current Privacy Policy to understand our practices.

Dealings with Advertisers and/or Other Users

You may be exposed to advertising on this Website or through a Service or related communication from **Foyht**. **Foyht** may also provide one or more Services through which users can transact with one another. Other than as explicitly set forth in a particular agreement or governing guideline, your correspondence or business dealings with, or participation in promotions of, advertisers or other Users found on or through a Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such other party. You agree that **Foyht** shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or other users on the Site or Service(s).

Because **Foyht** is not involved in transactions between you and any advertiser or other user, if a dispute arises between you and an advertiser or other user, each of you release **Foyht** (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Foyht urges you and all Users to cooperate with each other and to resolve any such disputes.

Liability Disclaimer

Information, software, products, and services published on this website may include inaccuracies or errors. **Foyht** does not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the listings, and any other Products or services displayed on this website (including, without limitation, the pricing, schedules, locations, photographs, list of amenities, general descriptions, etc.).

Any reviews, content, or submissions posted on **Foyht** are the subjective opinions of **Foyht** users and not of **Foyht**.

Foyht makes no representations about the suitability of the information, software, products, and services contained on this website for any purpose, and the inclusion or offering of any



products or services on this website does not constitute any endorsement or recommendation of such products or services by **Foyht**. All such information, software, products, and services are provided “as is” without warranty of any kind. **Foyht** disclaims all warranties and conditions that this website, its servers or any email sent from **Foyht**, are free of viruses or other harmful components. **Foyht** hereby disclaims all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non infringement. No advice or information, whether oral or written, obtained by you from **Foyht** or through or from the services shall create any warranty not expressly stated in this agreement.

By listing information, services and products relevant to wellness and exercise programs, **Foyht** does not represent or warrant that such programs are advisable or without risk, and is not liable for injuries, damages or losses that may result from undertaking any wellness and/or exercise activity taught or recommended on the site whether through listings or products or services offered by third parties.

In no event shall **Foyht** (its officers, directors and affiliates) be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of or use of this website or with the delay or inability to access, display or use this website (including, but not limited to, your reliance upon opinions appearing on this website; any computer viruses, information, software, linked sites, products, and services obtained through this website; or otherwise arising out of the access to, display of or use of this website) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if **Foyht** has been advised of the possibility of such damages.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of **Foyht**.

Indemnification

You agree to defend, indemnify and hold **Foyht** and its subsidiaries, affiliates, officers, directors, agents, employees, partners and licensors harmless from any claim, causes of action, or demand, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal fees and accounting fees, brought by any third party due to or arising out of:

- i. your breach of this Agreement or the documents referenced herein;
- ii. your violation of any law or the rights of another user or third party;
- iii. Content and Submissions you submit, post, transmit or otherwise make available through the Service(s);
- iv. your use of any Service(s), your connection to the Service(s).

Links to Third-Party Sites

This Website may contain hyperlinks to websites operated by parties other than **Foyht**. Such hyperlinks are provided for your reference only. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. Because we have no control over such sites and resources, you acknowledge and agree that **Foyht** is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources, or for the privacy or other practices, or the availability of such external websites or resources.

It is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a contaminatory or destructive nature.

In some cases you may be asked by a third party site to link your listing or profile on **Foyht** to another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled by you (with the third party site) at any time.

You further acknowledge and agree that **Foyht** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

Liability Use & Storage of Information

You acknowledge that **Foyht** may establish general practices and limits concerning use of the Website and/or any Services, including without limitation, the maximum number of days that messages are stored, message board postings, patterns or other uploaded Content and/or Submissions will be retained by a Service, the maximum number of messages that may be sent



from or received by an account on a Service, the maximum size of any message or board posting that may be sent from or received by an account, the maximum disk space that will be allotted on **Foyht**'s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access a Service given in a given period of time. You agree that **Foyht** has no responsibility or liability for the deletion or failure to store any messages and other communications, including but not limited to posts, Submissions, or any other Content maintained or transmitted by a Service.

You acknowledge that **Foyht** reserves the right to log off accounts that are inactive for an extended period of time. There is currently not a limit on the amount of accounts per person with the exception of Sock Puppets (accounts set up by a user to deceive the public as to the account holder's identity or accounts set up to deceive the public as to the true identity of the user). Attempting to create Sock Puppet accounts may jeopardize your ability to access the Services, and your original account may be banned and/or closed. All accounts may be reviewed and approved by **Foyht**. You further acknowledge that **Foyht** reserves the right to modify these general practices and limits in its sole discretion.

You acknowledge and agree that **Foyht** may access, preserve, and/or disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted Content and/or Submissions, if required to do so by law, or in good faith believe that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce this Agreement, (iii) respond to claims that any Content and/or Submission violates the rights of third parties, (iv) respond to your requests for customer services, (v) protect the rights, property, or personal safety of **Foyht**, its Users, and/or the public, or (vi) ensure the integrity and operation of **Foyht**'s business and systems. **Foyht**'s right to disclose any such information shall take precedence over any terms of **Foyht**'s Privacy Policy.

Liability Termination of Your Account

By Foyht: You agree that **Foyht** may, under certain circumstances, and without prior notice, immediately terminate your account, any associated account(s), and access to any Service(s) indefinitely or for a set period of time. A termination of an account, whether temporary or permanent, may include limitations to accessing any Service(s), but your profile, including your posts, will not be deleted unless you instruct **Foyht** to remove your profile. Cause for such termination shall include, but not be limited to, (i) breaches or violations of this Agreement or other incorporated agreements or guidelines, (ii) requests by law enforcement or other government agencies, (iii) a request by you (self-initiated account deletions), (iv) discontinuance or material modification to the Service (or any part thereof), (v) unexpected technical or security issues or problems, (vi) extended periods of inactivity, (vii) engagement by you in fraudulent or illegal activities, and/or (viii) nonpayment of any fees owed by you in connection with the Service(s). Further, you agree that any termination by **Foyht** shall be at **Foyht**'s sole discretion and that **Foyht** shall not be liable to you or any third party for any termination of your account, any associated Content, Submissions, or access to the Service(s).

By You: You can request termination of your **Foyht** account at any time by contacting us .

No Right of Survivorship and Non-Transferability: You agree that your account is non-transferable and any rights to your ID, Content or Submissions within your account terminate upon your death.

Liability Software Available on this Website

Unless otherwise specified, the materials on this Website are presented solely to provide information regarding and to promote **Foyht**'s services, websites, partners and other products. The **Foyht** websites are controlled and operated by **Foyht** from its offices at Portwell House Faringdon Oxfordshire England SN7 7HU. Users accessing the Website do so on their own initiative and are responsible for compliance with both your country's and local laws, if and to the extent that local laws are applicable.

Any software that is made available to download from the **Foyht** websites ("Software") is the copyrighted work of **Foyht**, or other third party software as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms. For any Software made available for download on this Website not accompanied by a License Agreement, we hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using this Website in accordance with these terms and conditions and for no other purpose.

Please note that all Software, including, without limitation, all HTML, XML, Java code, Drupal, and Active X controls contained on this Website, is owned by **Foyht**, and/or its affiliates, and is



protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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All contents of this Website are: ©2014 **Foyht**. All rights reserved. **Foyht** is not responsible for content on websites operated by parties other than **Foyht**. **Foyht**, the logo and all other product or Service(s) names or slogans displayed on the Website are the acknowledged trademarks of FocusOn Matrix Ltd and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of **Foyht** or the applicable trademark holder. In addition, the look and feel of the Website, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of **Foyht** and may not be copied, imitated or used, in whole or in part, without the prior written permission of **Foyht**. You agree that you shall not display or use these marks in any manner, and that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by **Foyht**.

If you are aware of an infringement of either your brand or our brand in any way, please . Advise us here hyperlink. When contacting us please provide the following information:

- v. an identification of the copyrighted work that you claim has been infringed;
- vi. an identification of the material on www.Foyht.co.uk that you claim is infringing or is subject to infringing activity, with enough detail so that we can locate the material on our Website;
- vii. your name, address, telephone number and e-mail address;
- viii. a statement by you that you have a genuine belief that the disputed use is not authorised by the copyright owner, its agent or the law;
- ix. a statement by you declaring that the above information in your Notice is accurate, made under penalty of perjury, and that you are authorized to act on behalf of the owner of the copyright interest involved;
- x. your physical or electronic signature.

The person dealing with copyright at www.Foyht.co.uk can be reached via email admin@Foyht.co.uk

General

This Website is operated by a UK registered Company and this Agreement is governed by the laws of the UK. You hereby consent to the exclusive jurisdiction and venue of courts in the UK, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of this Website. You agree that all claims you may have against **Foyht** arising from or relating to the Website must be heard and resolved in a court of competent subject matter jurisdiction located in the UK. In the event of any dispute between you and **Foyht**, you agree to take all reasonable steps to resolve the dispute quickly and efficiently first, through good faith negotiations, and then, through formal mediation or arbitration if requested by **Foyht** in its sole discretion. Use of this Website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and **Foyht** and/or Affiliates as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within one hundred and eighty (180) days from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

The failure of **Foyht** to exercise or enforce any right or provision of this Agreement or any



agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision. The invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in full force and effect.

This Agreement (and any other terms and conditions, guidelines, or policies referenced herein or applicable to particular Services) constitutes the entire agreement between you and **Foyht** and govern your use of this Website, the Services, Content and Submissions. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and **Foyht** with respect to this Website, the Services, Content and Submissions. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Section headings are included in the Agreement for convenience only. They are not to be considered a part of this Agreement, and are not intended to be a full and accurate description of the contents hereof.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Foyht does not guarantee continuous, uninterrupted or secure access to the Service(s) or the Website.

Any notice under this Agreement shall be submitted to **Foyht** at admin@Foyht.co.uk

Any rights not expressly granted herein are reserved.

Service Help

For answers to your questions, you can contact us or you can write to us at:

Foyht

Focuson Matrix Ltd
Portwell House
Market Place
Faringdon
Oxfordshire
SN7 7HU
e-mail admin@focusonukco.uk

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Additional Acknowledgments

You acknowledge and agree that the Services and any necessary software used in connection with the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content, or other information presented to you through the Services or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by **Foyht**, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software, or any Content, whether in whole or in part.

Unless you have agreed otherwise in writing with **Foyht**, nothing in these Terms gives you a right to use any of **Foyht's** trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

You acknowledge that: (i) you are entering into this Agreement voluntarily and without any duress or undue influence; (ii) you have carefully read this Agreement and fully understand its terms, consequences, and binding effect; (iii) you have sought the advice of an attorney of your choice if so desired prior to entering into this Agreement; and (iv) you understand that by performing under this Agreement, you agree to be bound by its terms.

