

Terms of use

Your relationship with us

Welcome to the Theramex Birth website UK Limited Website (the “Website”). We are an international pharmaceutical company dedicated to women’s health. Our commitment is to serve the needs of women in all stages of their lives and to be the indispensable partner for women’s healthcare specialists. We are a limited company established in the United Kingdom with a registered office at Sloane Square House, 1 Holbein Place, Belgravia, London SW1W 8NS, United Kingdom. You are reading the terms of use which govern the relationship and serve as an agreement between you and Theramex HQ UK Limited (“Theramex”, “we” or “us”) for your use of our Website (the “Terms”). These Terms do not seek to deal with the supply of goods or services from us to you. The Terms form a legally binding agreement between you and us. Please take the time to read them carefully.

Accepting the Terms

By using our Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website. You understand and agree that we will treat your use of the Website as acceptance of the Terms from that point onwards. You should print or save a local copy of the Terms for your records.

Changes to the Terms

We amend these Terms from time to time, for instance, when we update the functionality of our Website or when there are regulatory changes. You should look at the Terms regularly to check for such changes. Your continued use of the Website after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop using the Website.

Your use of our Website

Your use of our Website is subject to these Terms and all applicable laws and regulations. You may not:

- modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works based on our Website, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Website or any derivative works thereof;
- distribute, license, transfer, or sell, in whole or in part, any of the Website or any derivative works thereof;
- market, rent or lease the Website for a fee or charge, or use the Website to advertise or perform any commercial solicitation;
- interfere with or attempt to interfere with the proper working of the Website, disrupt any networks connected to the Website, or bypass any measures we may use to prevent or restrict access to the Website;
- incorporate the Website or any portion thereof into any other program or product. We reserve the right to refuse service, terminate accounts or limit access to the Website in our sole discretion;
- use automated scripts to collect information from or otherwise interact with the Website;
- impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from Theramex or the Website;
- use the Website in a manner that may create a conflict of interest or undermine the purposes of the Website; or
- use the Website to upload, transmit, distribute, store or otherwise make available in any way:
 - files that contain viruses or other material that is malicious or technologically harmful;
 - any material which does or may infringe any copyright, trade mark or other intellectual property rights of any other person;
 - any material which is defamatory of any person, obscene, offensive, hateful or inflammatory;
 - any content that would constitute, encourage or provide instructions for a criminal offence; or
 - content that, in the sole judgment of Theramex, is objectionable or which restricts or inhibits any other person from using the Website, or which may expose Theramex or its users to any harm or liability of any type.

Copyright

We respect intellectual property rights and ask you to do the same. As a condition of your use of the Website, you agree not to use the Website to infringe on any intellectual property rights. We reserve the right, with or without notice, at any time and in our sole discretion to block access to and/or terminate the accounts of any user who infringes any copyrights or other intellectual property rights.

Content

All content on the Website is either owned or licensed by Theramex or its affiliates or subsidiaries. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors’ prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.

The content on the Website is provided for general information about Theramex and its products only. It is not intended to amount to advice (including medical advice) or recommendations on which you should rely as the basis of any decision or action. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. In particular, specific medical advice should always be sought from a qualified medical practitioner in relation to any Theramex products. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor or person informed by the Website.

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Products described on this Website may not be available in all countries or may be available under different names, in different strengths or formulations, or for different indications. Many of the pharmaceutical products described on this Website are available only by prescription. Theramex is not engaged in the practice of rendering medical advice, and nothing on this Website should be construed as recommending any pharmaceutical product for a particular use.

We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Where our Website 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. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

Timeliness of Information

All press releases and other information contained in this Website were, to the best of Theramex’s knowledge, timely and accurate when issued. However, such information may need updating and its relevance and accuracy cannot be guaranteed at the time it is accessed. Theramex is not responsible for any misconceptions which may result from the reading of dated material. You should carefully check the dates of issuance of the information contained in this Website.

Indemnity

You agree to defend, indemnify, and hold harmless Theramex, its subsidiaries and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys’ fees and expenses, arising out a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, any representation you make or warranties you provide under these Terms.

Exclusion of Warranties

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under law. The Website is provided “as is” and we make no warranty or representation to you with respect to them. In particular we do not represent or warrant to you that:

- the Website will always be available and your use of the Website will be uninterrupted, timely, secure or free from error; and
- any information obtained by you as a result of your use of the Website will be accurate or reliable (see above).

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Website except to the extent that they are expressly set out in the Terms. We may change, suspend, withdraw or restrict the availability of all or any part of our Website for business and operational reasons at any time without notice.

Limitation of Liability

Nothing in these Terms shall exclude or limit our liability for losses which may not be lawfully excluded or limited by applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it.

Subject to the paragraph above, and to the fullest extent permitted by law, we shall not be liable to you for any loss or damage, whether in contract, 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 Website; or
- use of or reliance on any content displayed on our Website.

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.

These limitations on our liability to you shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising.

Other Terms

We will only use your personal information as set out in our Privacy Policy

Our cookie policy will also apply to the use of our Website Cookie Policy

Applicable Law and Jurisdiction. These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.

Entire Agreement. These Terms constitute the whole legal agreement between you and Theramex and govern your use of the Website and completely replace any prior agreements between you and Theramex in relation to the Website.

Links. 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. 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 to our Website in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

No Waiver. Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

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

Severability. If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

Any Questions? Please contact us at info@theramex.com.