

## **WEBSITE TERMS OF USE**

**Last updated 2025-12-20**

This page (and any documents referred to in it) contains the terms which apply to your use of our website [www.movewellwithdan.com](http://www.movewellwithdan.com) (**our site**). The terms, "we" and "our" as used on this page refer to DA TRAINING LTD.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we have 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 Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### **WHO WE ARE**

[www.movewellwithdan.com](http://www.movewellwithdan.com) is a website operated by DA TRAINING LTD.

We are registered in England and Wales under company number 16683225 and have our registered office at Unit 82a James Carter Road, Mildenhall, Bury St. Edmunds, England, IP28 7DE. ICO No.: ZC013526

### **USING OUR SITE**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We allow you to access to our site on a temporary basis only, and reserve the right to change or remove the service we provide via our site without notice. We will not be liable to you or any third party if for any reason our site is unavailable at any time or for any period.

From time to time, we may require users to register with our site in order to access some parts of it, or the whole site, at our discretion.

If we have provided you with, or you have selected, a user identification code, password or any other information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to anyone. We reserve the right at any time to disable any user identification code or password, whether chosen by you or allocated by us, if in our opinion you have failed to comply with any of our terms of use.

You are responsible for making all arrangements necessary to enable you to have access to our site, including (but not limited to) a suitable and stable internet connection. You are also responsible for ensuring that anyone who accesses our site through your internet connection is aware of these terms, and that they comply with them.

### **OTHER APPLICABLE TERMS**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy [www.movewellwithdan.com/privacy.pdf](http://www.movewellwithdan.com/privacy.pdf) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By

using our site, you consent to such processing and you warrant that all data provided by you is accurate.

- Our Cookie Policy [www.moveellwithdan.com/cookies.pdf](http://www.moveellwithdan.com/cookies.pdf), which sets out information about the cookies on our site.

If you purchase any of the services from our site, our Terms and Conditions of Business will apply to the sales. Contracts for the supply of services formed through our site or as a result of visits made by you are governed by our Terms and Conditions of Business [www.moveellwithdan.com/terms.pdf](http://www.moveellwithdan.com/terms.pdf).

### **ACCEPTABLE USE POLICY**

When using our site, you must comply in full with the requirements set out below.

#### **Prohibited Uses**

You may use our site only for lawful purposes. You must not use our site:

1. in any way that breaches any applicable local, national or international law or regulation;
2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards which are set out below;
4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
6. in order to harm or attempt to harm minors in any way.

You also agree not to:

1. reproduce, duplicate, copy or re-sell any part of our site in contravention of our terms of use; and
2. access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site, or any equipment or network or software owned or used by any third party.

#### **Interactive Services**

We may from time to time provide interactive services on our site.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, whether it is moderated and if so, what form of moderation is used (for example whether it is human or technical). We will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service in contravention of our terms of use, whether the service is moderated or not.

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When we determine that a breach has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use of which it forms part, and may result in our taking all or any of the following actions:

1. Immediate, temporary or permanent withdrawal of your right to use our site;
2. Issue of a warning to you;
3. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
4. Further legal action against you;
5. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in 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 use and you may draw the attention of others within your organisation to content 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) as the authors of content on our site must always be acknowledged.

You must not use any part of the content 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 WEBSITE CONTENT**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

## **CHANGES TO WEBSITE**

We aim to review and update our site regularly, however we cannot guarantee that the material on our site will not be out of date at any given time, and we are under no obligation to update such material.

## **OUR LIABILITY**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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 site; or
- use of or reliance on any content displayed on our site.

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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **VIRUSES**

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 in order to access our site. You should use your own virus protection software.

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, 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.

## **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. You must not however establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. 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 as set out above, please contact us with your request at: [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com).

### **THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

Where our site contains links to third party sites and resources, these links are provided for your information only. You acknowledge that 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.

### **JURISDICTION AND APPLICABLE LAW**

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim or dispute which arises from or relates to a visit to our site (including non-contractual claims and disputes).

### **YOUR CONCERNS**

If you have any queries or concerns about any of the material on our site, please contact: [daniel.aiken@move-well-app.com](mailto:daniel.aiken@move-well-app.com).