

Ruth Kander BSc (Hons) RD AFHEA  
Consultant Dietitian  
Web: [www.ruthkander.com](http://www.ruthkander.com)  
Email: [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com)  
Tel: +44(0)7780671006

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## Terms and Conditions

### WEBSITE TERMS OF USE

#### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

Ruth Kander is currently sole owner of Your Diet Matters and sole operator of the website [www.ruthkander.com](http://www.ruthkander.com). The site [www.yourdietmatters.com](http://www.yourdietmatters.com) although registered to Ruth Kander unfortunately I have no control over it and am unable to amend or add any policies to it. In fact I am unable to do anything with it. Everything on it today (22 May 2018) is how is currently stays and will not be updated and nothing can be amended on it. For a more up to date site please visit [www.ruthkander.com](http://www.ruthkander.com).

#### 1. **TERMS OF WEBSITE USE**

- These terms of use together with the policies, agreements and documents referred to in them provide the terms of use on which you may make use of my website <https://ruthkander.com> or [www.yourdietmatters.com](http://www.yourdietmatters.com) (my websites / sites), whether as a guest or a registered user. Use of my websites includes accessing, browsing, or registering to use my sites.
- Please read these terms of use carefully before you start to use my site, as these will apply to your use of my site. Your Diet Matters recommends that you print a copy of this document for future reference.
- By using my sites, 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 my sites.

#### 2. **OTHER APPLICABLE TERMS**

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

2.1.1 our **Cookie Policy** (What is this?), which sets out information about the cookies on my Site;

2.1.2 our Privacy Policy [www.ruthkander.com](http://www.ruthkander.com) (**unable to upload a privacy policy or make any changes to [www.yourdietmatters.com](http://www.yourdietmatters.com)**), which sets out the terms on which I process any personal data I collect from you, or that you provide to me. By using my site, you consent to such processing and you warrant that all data provided by you is accurate.

2.1.3 Acceptable Use Policy, which sets out the permitted uses and prohibited uses of my site can be found at the bottom of this document. When using my site you must comply with this Acceptable Use Policy.

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### 3. **INFORMATION ABOUT ME**

The Site [www.ruthkander.com](http://www.ruthkander.com) is registered to and operated by Ruth Kander with the registered address: 23 Park View Gardens, NW4 2PR

The site [www.yourdietmatters.com](http://www.yourdietmatters.com) is registered to Ruth Kander with the registered address: 23 Park View Gardens, NW4 2PR. Unfortunately, Ruth Kander has no operation on it and as far as Ruth Kander is aware it is locked.

### 4. **CHANGES TO THESE TERMS**

4.1 Ruth Kander at Your Diet Matters may revise these terms of use at any time.

4.2 Please check pages from time to time to take notice of any changes we made, as they are binding on you.

4.3 I have recently updated our privacy and data policies in line with the GDPR (2018)

### 5. **CHANGES TO OUR SITE**

5.1 Ruth Kander may update the Site from time to time and may change the content at any time. However, please note that any of the content on my Site may be out of date at any given time, and I am under no obligation to update it.

5.2 Ruth Kander does not guarantee that the Site, or any content on it, will be free from errors or omissions.

### 6. **ACCESSING OUR SITE**

6.1 My Site is made available free of charge.

6.2 Ruth Kander does not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to my Site is permitted on a temporary basis. Ruth Kander may suspend, withdraw, discontinue or change all or any part of the Site without notice. Ruth Kander will not be liable to you if for any reason the Site is unavailable at any time or for any period.

6.3 You are responsible for making all arrangements necessary for you to have access to my Site.

6.4 You are also responsible for ensuring that all persons who access my Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### 7. **YOUR ACCOUNT AND PASSWORD**

7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party (For members only)

7.2 Ruth Kander has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Ruth Kander. [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com)



## 8. **INTELLECTUAL PROPERTY RIGHTS**

8.1 Ruth Kander / Your Diet Matters is the owner or the licensee of all intellectual property rights in the 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.

8.2 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.

8.3 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.

8.4 Ruth Kander (and that of any identified contributors) are the authors of content on my Site must always be acknowledged.

8.5 You must not use any part of the content on my Site for commercial purposes without obtaining a license to do so from us or our licensors.

8.6 If you print off, copy or download any part of my Site in breach of these terms of use, your right to use my Site will cease immediately and you must, at my option, return or destroy any copies of the materials you have made.

## 9. **NO RELIANCE ON INFORMATION**

9.1 The content on my Site is provided for general information only. It is not intended to amount to advice on which you should rely upon or use as treatment.

9.2 Although I make reasonable efforts to update the information on my Site, I make no representations, warranties or guarantees on this.

## 10. **LIMITATION OF OUR LIABILITY**

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

10.2 To the extent permitted by law, I exclude all conditions, warranties, representations or other terms which may apply to my Site or any content on it, whether express or implied.

10.3 Ruth Kander / Your Diet Matters 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:

10.3.1 use of, or inability to use, my Site; or

10.3.2 use of or reliance on any content displayed on my Site.

10.4 If you are a business user, please note that in particular, I will not be liable for:

10.4.1 loss of profits, sales, business, or revenue;

10.4.2 business interruption;

10.4.3 loss of anticipated savings;

10.4.4 loss of business opportunity, goodwill or reputation; or

10.4.5 any indirect or consequential loss or damage.

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10.5 You agree not to use my Site for any commercial or business purposes, and have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.6 Ruth Kander / Your Diet Matters 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.

10.7 Ruth Kander / Your Diet Matters assumes no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by us of those linked websites. Ruth Kander / Your Diet Matters will not be liable for any loss or damage that may arise from your use of them.

10.8 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our terms and conditions of supply, that may be obtained by emailing Ruth Kander at [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com)

## 11. **UPLOADING CONTENT TO OUR SITE**

11.1 Whenever you make use of a feature that allows you to make contact with other users of my Site, you must comply with the content standards set out in the Acceptable Use Policy <https://ruthkander.com/terms-and-conditions>

11.2 You warrant that any such contribution does comply with those standards, and you will be liable to me and indemnify me for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

11.3 Ruth Kander / Your Diet Matters is not responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of my Site.

11.6 Ruth Kander or admin has the right to remove any posting you make on my Site if, in my opinion, your post does not comply with the content standards.

11.7 The views expressed by other users on my Site do not represent our views or values.

## 12. **VIRUSES**

12.1 Ruth Kander / Your Diet Matters does not guarantee that the Site will be secure or free from bugs or viruses.

12.2 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.

12.3 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 unauthorized access to my Site, the server on which my Site is stored or any server, computer or database connected to my Site. You must not attack my 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. Ruth Kander / Your Diet Matters will report any such breach to the relevant law enforcement authorities and we will co-

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operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use my Site will cease immediately.

**13. LINKING TO OUR SITE**

13.1 You may link to my Site provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

13.2 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.

13.3 You must not establish a link to my Site without contacting Ruth Kander at [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com). My Site must not be framed on any other site.

13.5 Ruth Kander / Your Diet Matters reserves the right to withdraw linking permission without notice.

13.6 If you wish to make any use of content on my Site other than that set out above, please contact [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com)

**14. PRODUCT AND BLOG LINKS AND RESOURCES IN OUR SITE**

14.1 Where my Site contains links to other blogs and resources provided by users, these links are provided for your information only.

14.2 Ruth Kander has no control over the contents of those sites or resources.

**15. APPLICABLE LAW**

15.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You agree that the courts of England have exclusive jurisdiction.

15.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You agree to the exclusive jurisdiction of the courts of England.

15.3 If you are a registered dietitian, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You agree to the exclusive jurisdiction of the courts of England.

**16. CONTACT US**

To contact me please email [ruth@yourdietmatters.com](mailto:ruth@yourdietmatters.com)

**ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may access my website [www.ruthkander.com](http://www.ruthkander.com). This acceptable use policy applies to all users of, and visitors to my site.

Your use of my Site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use

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### **PROHIBITED USES**

You may use our Site only for lawful purposes. You may not use my Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of my Site
- Not to access without authority, interfere with, damage or disrupt:  
any part of my Site;  
any equipment or network on which my Site is stored;  
any software used in the provision of my Site; or  
any equipment or network or software owned or used by any third party.