



## **Terms & Conditions**

### **1. Introduction**

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.

1.4 Our website and uses cookies; by using our website and course portal or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **2. Copyright notice**

2.1 Copyright (c) 2023 Vitality Naturally Holistic

2.2 Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. Licence to use website**

3.1 You may:

- (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website
  - (e) use our website services by means of a web browser;
  - (f) access course materials for those courses that you have purchased
- subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.3 You may only use our website for your own personal use, and you must not use our website for any other purposes.



3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Payments and purchases**

4.1 Purchases and payments made via our website will be made for the full amount specified for each individual produce and service, payable in advance of access any and all materials purchased. Upon receipt of payment access to course materials, products and services will be granted.

4.2 Refunds will not be made for any payments and purchases made via our website.

4.3 Payments will be made using the Stripe payment platform unless agreed otherwise. For further details you can visit the website at [www.stripe.com](http://www.stripe.com)

#### **5. Acceptable use**

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).



5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **6. Registration, subscription and accounts**

6.1 You will automatically be registered for an account with our website when purchasing digital products and services. This account registration will provide access to the products and services you have purchased.

6.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

6.3 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

6.4 To get access to the products and services you need to purchase the product and/or service in accordance with section 4 above.

## **7. User login details**

7.1 If you register for an account with our website, you will be sent a user ID and password that will enable you to access the product(s) and/or service(s) purchased.

7.2 You must not use your account or user ID for or in connection with the impersonation of any person.

7.3 You must keep your password confidential.

7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **8. Cancellation and suspension of account**

8.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details, at any time in our sole discretion without notice or explanation.

8.2 You may cancel your account on our website using your account control panel on the website at any time.

## **9. Report abuse**

9.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.



9.2 You can let us know about any such material or activity by email.

## **10. Health and fitness information**

10.1 Our website contains general health, wellness and fitness information.

10.2 The health, wellness and fitness information is not advice and should not be treated as such.

10.3 The health, wellness and fitness information on our website is provided without any representations or warranties, express or implied.

10.4 Without limiting the scope of Section 10.3, we do not warrant or represent that the health, wellness and fitness information on this website:

- (a) will be constantly available, or available at all; or
- (b) is true, accurate, complete, current or non-misleading.

10.5 You acknowledge that all exercise and changes to health, wellness and fitness regimes involves a risk of personal injury, including a small risk of serious injury or death, and agree that you are responsible for your health and well-being in relation to any exercise programme, workshops, courses and trainings that you may undertake, whether or not such exercise programme, workshop, course or training uses the health, wellness and fitness information published on this website.

10.6 If you are pregnant or suffer from any medical or physical condition or disability, you should first consult your doctor or another suitably qualified professional before embarking on any new exercise programme, workshops, courses or trainings and changes to your diet and lifestyle.

10.7 You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.

10.8 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.

10.9 If you think you may be suffering from any medical condition, you should seek immediate medical attention.

10.10 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.

10.11 Our website includes interactive features that allow users to communicate with us.

10.12 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.

10.13 Any assistance you may receive using any our website's interactive features does not constitute specific advice and accordingly should not be relied upon without further independent confirmation.



10.14 Subject to Section 12.1, we will not be liable to you in respect of any loss, injury or damage you may suffer as a consequence your reliance upon the information published on our website.

## **11. Limited warranties**

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **12. Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these terms and conditions:

- (a) are subject to Section 12.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.



12.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

### **13. Indemnity**

13.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

### **14. Breaches of these terms and conditions**

14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

### **15. Third party websites**

15.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

15.2 We have no control over third party websites and their contents, and subject to Section 14.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **16. Trade marks**

16.1 Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.



16.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

## **17. Variation**

17.1 We may revise these terms and conditions from time to time.

17.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

## **18. Assignment**

18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **19. Severability**

19.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

19.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **20. Third party rights**

20.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

20.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **21. Entire agreement**

21.1 Subject to Section 14.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.



## **22. Law and jurisdiction**

22.1 These terms and conditions shall be governed by and construed in accordance with English Law.

22.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **23. Our details**

23.1 This website is owned and operated by Vitality Naturally Holistic and hosted by FEA Create.

23.2 You can contact us: by email at [carli@vitalitynaturally.co.uk](mailto:carli@vitalitynaturally.co.uk).

These terms & conditions were last updated 15<sup>th</sup> June 2023.