PRIVACY POLICY
Last revised: April 1, 2023

Happy by Heart, LLC (hereinafter, “Company”, “Our” or “We” or “Us”.) is committed to safeguarding the privacy of our web site visitors. This Privacy Policy sets out how We treat any personal information you share with Us. This Privacy Policy applies to transactions, activities, and data gathered through Our sites and any interaction you may have with our related social media accounts. Please review this Privacy Policy whenever you visit our Sites as privacy practices may change periodically, and We may revise it without notice.

Please read this Privacy Policy before using the Sites or submitting any personal information. Our Sites use cookies. By using our Sites, you accept the privacy practices contained in this Privacy Policy and consent to our use of cookies in accordance with the terms of this Privacy Policy.

1. What Information Do We Collect?

We may collect, store, and use personally identifiable and non-personally identifiable information as described in more detail in the sections that follow.

A. Personally Identifiable Information

Voluntary submissions of personally identifiable information can occur for various reasons, such as if you request to receive information about our services, if you subscribe to one of Our mailing lists, or if you purchase one of Our products.
We may collect, store and use the following kinds of personal information:

- information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation).
- information relating to any transactions carried out between you and Us on or in relation to this website, including information relating to any purchases you make of Our goods or services.
- information that you provide to Us for the purpose of registering with Us, including name, email, phone, and other relevant information to provide you with the service you’re requesting and important information.
- information that you provide to Us for the purpose of subscribing to Our website services, email notifications and/or newsletters, text messages, and voicemail broadcasts.
- any other information that you choose to send to Us.

Most of your customer information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above and stored on Our secured servers and in a third-party Customer Relationship Manager (CRM) system. Your credit card information is not stored by Us and is instead stored securely by established PCI compliant payment processors such as Stripe and Moonclerk.

By submitting your email address on Our Sites, you agree to receive email from Us. You can cancel your participation in any of these email lists at any time by clicking the opt-out link or other unsubscribe option that is included in the respective email. You can customize your email and other preferences (such as the lists you are subscribed to) by following the instructions contained in the Section entitled “Updating, Removing, Or Exporting Your Personal Information”. We only send emails to people who have authorized Us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because We hate spam as much as you do.

By submitting your email address, you also agree to allow Us to use your email address for custom audience targeting on sites like Facebook, where we display custom advertising to specific people who have opted-in to receive communications from Us.

In addition, you agree that by submitting your telephone contact information on Our Sites and/or registering to receive the product and/or service offered herein, such act constitutes a purchase, an inquiry, and/or an application for the purposes of the Amended Telemarketing Sales Rule (ATSR), 16 CFR '310 et seq. and any applicable state and local "do not call" regulations. We retain the right to contact you via telemarketing in accordance with the ATSR and the applicable state regulations.

B. Non-Personally Identifiable Information

We may also collect various types of non-personally identifiable information to help Us make your experience more enjoyable, measure Our Sites' activity to identify future improvements that should be made, and compile aggregate data to help serve site visitors better.

For example, we may use "cookies" as outlined in Section 2 "Cookies", session logs, web beacons, GIF/pixel tags, banner ads, third-party click tracking analytics tools (such as Google Analytics), third party retargeting networks that may display our advertisements to you on other websites that you visit to remind you about Us, and third party networks that serve user-requested emails (e.g. for a refer-a-friend email) to collect non-personally identifiable or other aggregated information about site visitors.

Cookies are files containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may use both "session" cookies and "persistent" cookies on the Sites. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date. We will use the session cookies to: keep track of you while you navigate any of our other Sites; keep track of items in your shopping basket; prevent fraud and increase website security. We will use the persistent cookies to: enable Our Sites to recognize you when you visit; keep track of your preferences in relation to your use of Our Sites.

We use Google Analytics to analyze the use of our Sites. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our Sites is used to create reports about the use of Our Sites. Google will store this information. Google's privacy policy is available at: https://www.google.com/policies/privacy/. Our advertisers, payment services providers, and affiliates may also send you cookies. You can learn more about how to opt out of a third party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

If you visit the Sites with an open ID (such as Facebook), you may also be sharing and integrating data with third-party social media sites, and We may track aggregate data about the number of visits to the Sites with an open ID, the number of items "liked" on the Sites, or items on the Sites that you choose to share with a third-party social media site.

Other parties such as advertising partners and analytics companies may also be collecting information about your online activity across various web sites over time. The information collected by those third

parties may include identifiers that allow those third parties to tailor the ads that they serve to your computer or other device.

2. Use and Disclosures of Your Personal Information

Personal information submitted to us via any of our websites is completely optional and will be used for the purposes specified in this privacy policy or in relevant parts of the website.
We may use your personal information to:

- administer the website;
- improve your browsing experience by personalizing the website;
- enable your use of the services available on the website;
- send you products and services purchased via the website, register you for an event, send you important information regarding teleclasses, webinars, live events, and related products and services.
- send statements and invoices to you, and collect payments from you;
- send you general (non-marketing) commercial communications;
- send you email notifications which you have specifically requested;
- send you our newsletter and other marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (and you can inform us at any time if you no longer require marketing communications)
- provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- deal with enquiries and complaints made by or about you relating to the website;
- keep the website secure and prevent fraud;
- verify compliance with the terms and conditions governing the use of the website (including monitoring private messages sent through our website private messaging service

When you submit personal information for publication on our website, We will publish and otherwise use that information in accordance with the license you grant to us. We will not, without your express consent, provide your personal information to any third parties for the purpose of direct marketing. We may disclose your personal information to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Privacy Policy. We may disclose your personal information to any member of Our group of companies (this means Our subsidiaries, Our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this Privacy Policy.
In addition, we may disclose your personal information:

- to the extent that we are required to do so by law;
- in connection with any ongoing or prospective legal proceedings;
- in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- to the purchaser (or prospective purchaser) of any business or asset that We are (or are contemplating) selling; or
- to any person who We reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in Our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this Privacy Policy, We will not provide your information to third parties.

3. International Data Transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which We operate in order to enable Us to use the information in accordance with this Privacy Policy. Information which you provide may be transferred to other countries which do not have data protection laws equivalent to those in force in the United States of America. In addition, personal information that you submit for publication on the Sites will be published on the Internet and may be available, via the Internet, around the world. We cannot prevent the use or misuse of such information by others.
You expressly agree to such transfers of personal information.

4. Commitment to Data Security

All information collected from you is stored in a technically and physically secure environment. We will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information. All electronic transactions entered into via the Sites will be protected by encryption technology. We use SSL encryption to protect sensitive information online, and we do everything we can to protect user information offline. You acknowledge that the transmission of information over the Internet is inherently insecure, and We cannot guarantee the security of data sent over the internet. Therefore, any information that you transmit to us, you do so at your own risk. You are responsible for keeping your password and other login details confidential. We will not ask you for your password (except when you log in to our Sites). Furthermore, employees, contractors, and vendors who have access to your personally identifiable information in connection with providing services for Us are required to keep the information confidential.

5. Third Party Actions

In an attempt to provide you with increased value, We may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. We do not control and are not liable for the actions of any third parties who We may promote and/or link to from our Sites. We pride ourselves in recommending quality companies, but have no control over the actions of those third parties, the content they provide, or their privacy practices. While We are not liable for any of the actions of those third parties, you should feel free to give us feedback. We seek to protect the integrity of our site and welcome any feedback about these linked sites(including if a specific link does not work) so that We may enhance Our future service to all customers.

6. Children’s Privacy

We do not knowingly intend to collect personally identifiable information from children under 18 years of age. If your minor child has provided us with personally identifiable information, you may contact Us at the email or mailing address listed in Section 9: Contact Us if you want this information deleted from Our records. We will then make reasonable efforts to remove your child’s information from the database that stores the information.

7. IP Addresses

We may use your IP address to help prevent fraud, to help diagnose problems with Our server, to gather broad demographic information, and to offer you products and services.

8. Updating, Removing, or Exporting Your Personal Information

If you are a subscriber to one of Our mailing lists, you can customize your information and the mailing lists you have subscribed to at any time by simply clicking the Unsubscribe or Manage Preferences links at the

bottom of any email you receive from us. If you have questions about the use, amendment, or deletion of Personal Information that you have provided to Us, or if you would like to opt out of future communications from Us, please contact Us using the information below in the Contacting Us section. If you wish to request that we forget you from Our database, please send an email to amybeth@happybyheart.com with the subject line “Forget Me” and explain in the body of the email that you are asking to have your personal data deleted. To protect user privacy, you must send such a request from the account information We have on file or the request will not be honored. We reserve the right to retain any data that We are required to maintain under applicable laws. Some data will be anonymized rather than deleted; this means that some of the data will be held in a form that cannot be connected to you personally. Please be aware that once We delete your data, We will be unable to “undelete” it.

9. Contact Us

If you have any questions about this Privacy Policy or Our treatment of your personal information, please write to Us by email to amybeth@happybyheart.com. We strive to provide excellent products, along with equally excellent customer service. If you have any questions about this Privacy Policy or Our practices, please feel free to contact Us using the contact information above.

10. Terms and Conditions

Please read the Terms and Conditions Policy carefully to understand other terms and conditions that govern your use of this web site. The Terms and Conditions Policy is hereby incorporated by reference as part of this Privacy Policy.

11. Severability

If any part of this Privacy Policy is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

TERMS AND CONDITIONS

Please read the following Terms and Conditions policy carefully before using any Websites associated with Happy by Heart, LLC. If you do not agree to these terms and conditions, please do not use these Websites.

By using these Websites, you are acknowledging and accepting these Terms and Conditions. Happy by Heart, LLC (hereinafter, “Websites”, “Company”, “We”, “Our” or “Us”) reserve the right to modify these terms at any time, and all changes will be here. By using these sites after we post any changes to these terms, you expressly accept all terms and conditions contained herein in full, whether or not you have reviewed them or been notified about them. If at any time you have any objection to these Terms and Conditions, you must not use these Websites.

ABILITY TO ACCEPT TERMS OF USE
You affirm that you are either more than 18 years of age, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

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fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use our Websites 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. You must not 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 Websites without our express written consent. You must not use our Websites to transmit or send unsolicited commercial communications. You must not use our Websites for any purposes related to marketing without our express written consent.

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LIMITATION OF LIABILITY

Happy by Heart, LLC or it’s agents shall not be liable for any special, consequential, direct, indirect, punitive, incidental damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, contract, tort, negligence, strict liability or any other basis even if Happy by Heart, LLC has been advised of the possibility of such damages. Because some jurisdictions do not allow exclusion or limitation of incidental or consequential damages, Happy by Heart, LLC’s liability in such jurisdictions shall be limited to the extent permitted by law.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through these Websites are for educational and informational purposes only and solely as a self-help tool for your own use.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

CODE OF CONDUCT

You may not use Happy by Heart, LLC for any illegal or unauthorized purpose. In addition to the laws of the State of New York and the United States of America, you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Hapby Heart, LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Happy by Heart, LLC is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Happy by Heart, LLC cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Happy by Heart, LLC programs may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

EARNINGS DISCLAIMER

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Content or Websites. You agree that Happy by Heart, LLC is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Content or Website. You are solely responsible for your results.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Happy by Heart, LLC and any of its agents, consultants, affiliates, team members, joint venture partners, employees, contractors, directors, staff, team members, or anyone otherwise affiliated with the business from any and all liabilities, causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, including attorney's fees, that may arise in the past, present or future that is in any way related to our Websites.

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Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that Happy by Happy, LLC is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Happy by Heart, LLC in any way. Because scientific, technology and business practices are constantly evolving, you agree that Happy by Heart, LLC is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute a formal endorsement by Happy by Heart, LLC. Happy by Heart, LLC is merely sharing information for your own self-help. Happy by Heart, LLC is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Websites. Should our Websites link appear in any other individuals, businesses or entities Websites, programs, products or services, it does not constitute our formal endorsement of them, their business or their Website.

AFFILIATES

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These Terms and Conditions apply only to our Sites, and not to the third party web sites of any other companies or organizations, including those that We may provide links to on our Sites. We do not maintain, create, endorse, or take any responsibility for the contents, advertising, products or other materials made available through any other website, including those we link to.

You acknowledge that under no circumstances will Happy by Heart, LLC be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused in connection with your use of any content, goods or services available on any other third party website. We reserve the right to rescind any permission granted to you or any organization in which we have previously approved linking to our Sites, and we reserve the right to require termination of any such link to any of the Sites, at our discretion at any time.

VARIATION

Happy by Heart, LLC shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website. We may transfer, sub-contract,

assign, or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent.

COMPLAINTS
Happy by Heart, LLC offers support to our clients a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Happy by Heart, LLC. Please let us know if you have any complaints or comments by email at amybeth@happybyheart.com.

SEVERABILITY
If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT
These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Happy by Heart, LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same. By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please email: amybeth@heartbyheart.com.

FRIENDS AND FAMILY DISCOUNT POLICY
If you refer a friend or family member who enrolls in a Happy by Heart, LLC program, you and your enrolled friend or family member will receive an extra two weeks in the program Facebook group which includes access to coaching. There is no monetary compensation or discount for referrals.

DISCOUNT POLICY
Happy by Heart, LLC does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

REFUND POLICY
If you purchase one of our products, services, or events and find that you are not satisfied with your purchase for any reason, you can find the applicable refund policy on the order form when you place your order or contact Us by Email: amybeth@happybyheart.com.

TESTIMONIAL AND USE OF TESTIMONIAL POLICY
By submitting the testimonial form you agree to allow Happy by Heart, LLC to use your testimonial for marketing purposes on all Happy by Heart, LLC websites and social media pages. You agree to allow Happy by Heart, LLC to adjust the testimonial in any way they see fit without your written permission or consent.

USER CONTENT AND SUBMISSIONS
In these Terms and Conditions, “Your Content” means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our Sites, for whatever purpose. You grant to Us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute Your Content in any existing or future media. You also grant to Us the right to sub-license these rights and the right to bring an action for infringement of these rights. By submitting Your Content on the Sites, you warrant and represent that Your Content will comply with these Terms and Conditions. Your Content must not be illegal or unlawful, must not infringe any third party’s

legal rights and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law). You must not submit any content to any of our Sites that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. We reserve the right to edit or remove any material submitted to our Sites, or stored on Our servers, or hosted or published on our Sites. Notwithstanding our rights under these Terms and Conditions in relation to Your Content, We do not undertake to monitor the submission of such content to, or the publication of such content on, our Sites.

We will not review or consider any unsolicited creative submissions or suggestions for topics at our events, seminars, trainings, or within our newsletters or products. Accordingly, We must ask that you not send us any original creative ideas, suggestions or materials. If, despite our request, you send Us any idea, suggestion or material ("Submission"), the content of such a Submission shall become Happy by Heart's property. We will not be subject to any obligation of confidence for any Submission, and We will not be liable for any use or disclosure of any Submission. In the case that you submit something to us and it is unsolicited, We will exclusively own all rights to the Submission worldwide, and We will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission.

FORUMS

A "forum" means any message board, chat room, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders. You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum.

You may not post on any forum, or send to any other forum user or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person's privacy, violates any intellectual or other property rights, or that would otherwise violate any law.

You may not use any forum in a commercial manner. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software or other material that contains a virus or other harmful component.

We are not responsible for material appearing in any forum on the Sites, except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason.

We retain, however, the right to modify or remove messages or other material that We, in Our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not We modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed.

You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights of any third party. Additionally, you warrant that any "moral rights" in posted materials have been waived. You are not entitled to any compensation or recognition for any materials you may post on the Sites.

RESTRICTED ACCESS

Access to certain areas of our Sites are restricted. We reserve the right to restrict access to other areas of our Sites, or even entire web sites, at Our discretion. We also reserve the right to discontinue or modify without notice or liability, any portion of our Sites. If We provide you with / you generate a user ID and password to enable you to access restricted areas of our Sites or other content or services, you must ensure that the password is kept confidential.You must notify Us in writing immediately if you become aware of any unauthorized use of your account or password. You are responsible for any activity on our Sites arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure. You must not use any other person's user ID and password to access Our Sites, unless you have that person's express permission to do so. We may disable your user ID and password at any time in Our sole discretion with or without notice or explanation.

MANDATORY ARBITRATION PROVISION

The parties agree that any dispute or claim in law or equity arising between them regarding the use of this website or these Terms and Conditions, including any dispute regarding the enforceability or applicability of this arbitration provision, shall be decided by neutral, binding arbitration conducted in New York. The arbitrator shall be a retired judge, justice, or an attorney with at least ten (10) years of legal experience relating to the subject matter of this Agreement, unless the parties mutually agree otherwise, who shall render an award in accordance with the substantive laws of New York. In all other respects, the arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, subject to the parties being allowed limited discovery. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

WAIVER OF CLASS ACTION PROVISION

Arbitration must be on an individual basis. This means neither your nor We may join or consolidate claims by or against other customers, or litigate in court or arbitrate any claims as a representative or member of a class or in a private attorney general capacity.

BREACH OF TERMS

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our Sites, prohibiting you from accessing our Sites, blocking computers using your IP address from accessing our Sites, contacting your internet service provider to request that they block your access to our Sites and/or bringing court proceedings against you.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York.