

Privacy Policy

Last updated: 1 November 2023

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- Account means a unique account created for You to access our Service or parts of our Service.
- Company (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to PadaLily Living LLC.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Country refers to: Utah, United States
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Personal Data is any information that relates to an identified or identifiable individual.
- Service refers to the Website.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Website refers to PadaLily Living, accessible from <https://padalilyliving.com/>
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- Cookies or Browser Cookies. A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- Flash Cookies. Certain features of our Service may use local stored objects (or Flash Cookies) to collect and store information about Your preferences or Your activity on our Service. Flash Cookies are not managed by the same browser settings as those used for Browser Cookies. For more information on how You can delete Flash Cookies, please read "Where can I change the settings for disabling, or deleting local shared objects?" available at https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html#main_Where_can_I_change_the_settings_for_disabling__or_deleting_local_shared_objects_

- Web Beacons. Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be “Persistent” or “Session” Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies on [TermsFeed website](#) article.

We use both Session and Persistent Cookies for the purposes set out below:

- Necessary / Essential Cookies
Type: Session Cookies
Administered by: Us
Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.
- Cookies Policy / Notice Acceptance Cookies
Type: Persistent Cookies
Administered by: Us
Purpose: These Cookies identify if users have accepted the use of cookies on the Website.
- Functionality Cookies
Type: Persistent Cookies
Administered by: Us
Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, for payment processing, to contact You.
- For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
- With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our

legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Detailed Information on the Processing of Your Personal Data

The Service Providers We use may have access to Your Personal Data. These third-party vendors collect, store, use, process and transfer information about Your activity on Our Service in accordance with their Privacy Policies.

Email Marketing

We may use Your Personal Data to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You. You may opt-out of receiving any, or all, of these communications from Us by following the unsubscribe link or instructions provided in any email We send or by contacting Us.

We may use Email Marketing Service Providers to manage and send emails to You.

- Go High Level
Their Privacy Policy can be viewed at <https://www.gohighlevel.com/privacy-policy>
- Practice Better
Their Privacy Policy can be viewed at <https://practicebetter.io/privacy>

Payments

We may provide paid products and/or services within the Service. In that case, we may use third-party services for payment processing (e.g. payment processors).

We will not store or collect Your payment card details. That information is provided directly to Our third-party payment processors whose use of Your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

- Stripe
Their Privacy Policy can be viewed at <https://stripe.com/privacy>

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This date of the last modification will always be posted at the top of this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Contact Us

If you have any questions about this Privacy Policy, You can contact us:

- By email: tonya@padalilyliving.com
- By visiting this page on our website: <https://padalilyliving.com/contact-us/>

Terms and Conditions

Last Updated: 1 November 2023

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH PADALILY LIVING LLC. All users of these sites agree that access to and use of this site is for personal use and is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use these sites.

The following Terms and Conditions of Use (“Terms”) are entered into by and between You and PadaLily Living LLC (“Company,” “we” or “us”).

These Terms, together with our Privacy Policy, Disclaimer, and any other documents expressly incorporated by reference, govern your use of the website <https://padalilyliving.com/> and any subdomains (“Website”), including all programs, materials, resources, information, and services on the Website, whether as a guest or registered user.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

PRIVACY POLICY

Your use of the Website is also subject to our [Privacy Policy](#). Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

MEDICAL DISCLAIMER

Your use of the Website is also subject to our [Medical Disclaimer](#). Please review our Medical Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Medical Disclaimer is hereby incorporated into these Terms.

DISCLAIMERS

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You agree at all times to defend, indemnify and hold harmless Company its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

LAWFUL PURPOSES

You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You shall not post or transmit through the Website any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

USE OF FREE DOWNLOADABLE CONTENT

We may make resources on this Website accessible to users in exchange for providing an e-mail address (“Gated Content”). We grant you a limited, personal, non-exclusive, non-transferable license to use the Gated Content for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Gated Content in any manner.

You agree that you may only use the Gated Content for your personal or internal business use. You agree that you will not sell, redistribute, or create any derivative works based upon the Gated Content and you will not offer any competing products or services based upon any information contained in the Gated Content.

MATERIAL YOU SUBMIT TO THE WEBSITE

By posting, uploading, submitting, inputting, providing, or otherwise making available any artwork, photos, written works, or other media, including feedback and suggestions (collectively, “Submissions”), you grant us, our affiliated companies, and any necessary sub-licensees a worldwide, a nonexclusive, irrevocable license to use your Submission for promotional, business development, and marketing purposes including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

We claim no intellectual property rights over your Submissions You retain copyrights and any other rights you may rightfully hold in any Submissions that you submit through the Website.

You shall not upload, post, submit, input, or otherwise make available on the Website any Submissions protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Submissions are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a Submission.

By making a Submission to the Website, you represent or warrant that you own or otherwise control all the rights to your Submission described herein including the authority to use and distribute the Submission and that the use or display of the Submission as contemplated in this section will not violate any laws, rules, regulations, or rights of third parties. You agree to hold us harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you arising from your Submissions.

You further grant us the right to use your Submission for the purpose of improving our Website, products, or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation for our use of your Submission. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time at our sole discretion. If

you do send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgement of their source.

OUR INTELLECTUAL PROPERTY

The Website contains intellectual property owned by us, including trademarks, copyrights, proprietary information, and other intellectual property. We reserve all rights in and to our common law and registered trademarks, service marks, copyrights, and other intellectual property rights, including but not limited to text, graphics, photographs, video, design, and packages, belonging to us or to our licensors (“IP”). You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of our IP in whole or in part, without our prior written consent. We reserve the right to immediately block your access to the Website and remove you from any service, without refund, if you are caught violating this intellectual property policy.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website (the “Content”) strictly in accordance with these Terms of Use.

As a condition of your use of the Website, you warrant that you will not use the Content for any purpose that is unlawful or prohibited by these Terms. You may not use the Content in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Content, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is our property or the property of our licensors and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Content, in whole or in part.

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CHANGED TERMS

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the “Last updated” date at the top of this page. Any such changes are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms, Privacy Policy, and Disclaimers.

NO WARRANTIES

While we make every effort to ensure that the content on this Website is free from errors, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness or fitness for any particular purpose of the content and materials on this site beyond reasonable efforts to maintain the site. To the maximum extent permitted by law, we provide our website and related information and services on an “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS OR SERVICES AVAILABLE THROUGH THE WEBSITE.

ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR TOTAL

LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM US.

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 PadaLily Living LLC for any illegal or unauthorized purpose. In addition to the laws of the Utah and United States, 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. PadaLily Living LLC reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEE OF AVAILABILITY

Your use of the Website and any associated services may sometimes be subject to interruption or delay. We reserve the right to withdraw or amend this Website and any service or material provided on the Website in its sole discretion without notice. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our Website or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our Website or the resources or services supplied through our Website become unavailable, interrupted or delayed for any reason. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

Information provided on the Website and any resources provided on or available for download from the Website is subject to change. We make no representation or warranty that the information provided,

regardless of its source, is accurate, complete, reliable, current, or error-free. We disclaim all liability for any inaccuracy, error, or incompleteness in the information provided.

MALICIOUS CODE

Although we endeavor to prevent the introduction of viruses or other malicious code (“malicious code”) to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY

The security of your contact information is of utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to your computer system that may arise in connection with your access to this Website or any outbound hyperlinks.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorney’s fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

ERRORS AND OMISSIONS

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 PadaLily Living 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 PadaLily Living LLC in any way. Because scientific, technology and business practices are constantly evolving, you agree that PadaLily Living LLC is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms is held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

GOVERNING LAW; JURISDICTION

These Terms, including with the Privacy Policy and Disclaimers shall be construed in accordance with, and governed by, the laws of the State of Utah, and the courts of Utah shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in Utah, United States and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

ALTERNATIVE DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

VARIATION

PadaLily Living 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.

ALL RIGHTS RESERVED

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