

## Terms and Conditions

### Introduction

The purpose of the website is to facilitate the sale of classes, events and retreats from Yoga Boutique UK to individuals and businesses.

Access to the website is subject to the following terms and conditions, which add detail to the above paragraphs. Please read these before continuing to use the website.

When accessing the website on this and on each subsequent occasion, you will be deemed to have accepted all the terms and conditions set out in this document.

In these terms and conditions:

- "we/us/our" means Yoga Boutique UK
- "website" means the website located at "www.yogaboutiqueuk.com"
- "you"/"your" means a user of the website
- "content" means all information, text, graphics, logos, photographs, images, and other materials contained in the website
- "database" is the repository of information about events currently for sale that can be accessed through the website

We reserve the right to update or amend these terms and conditions at any time and it is your responsibility to check the terms and conditions regularly for any changes. Your use of the website after changes are posted on-line shall constitute acceptance of the new terms and conditions. The current date and new version number will be appended to this document each time it is modified.

### Acceptance of terms

In consideration of our agreeing to permit you to use the website, you agree that you will only use, reproduce and print materials for your own personal, non-commercial purposes.

You acknowledge that all content is the sole responsibility of the person from whom such content originated. In using the Website and the services provided by it you agree to not:

- use the services to send unsolicited messages, commercial or otherwise. This includes, but is not limited to, junk email, spam, chain letters, and pyramid schemes
- post, publish, distribute or disseminate material or information that is defamatory, obscene, indecent, threatening, abusive, harassing or unlawful
- post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group
- threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others
- use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party
- make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another
- impersonate any person or entity with the purpose of misleading others
- violate any applicable laws or regulations

We have no obligation to monitor the website but shall be entitled to review materials posted to the database and, at our sole discretion, to remove any material that breaches these terms and conditions or is otherwise objectionable.

#### Privacy policy

We are committed to responsible data management and subscribe to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you. If you register for any of the services, you may be asked to provide an email address. This information is not available for sale or use by third parties and is not displayed in the public areas of the website.

#### Limitation of liability

We shall not be liable for any damages, including without limitation, direct, indirect, special or consequential damages, including any loss of business, revenue, profits, or data in relation to your use of the website.

We make no warranty that the website (or websites that are linked to, or from, it) is free from computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure that you use appropriate virus checking software.

We are not liable for any failure to perform any of our obligations under these terms and conditions caused by matters beyond our reasonable control.

Nothing within this agreement will operate to exclude any liability for death or personal injury arising as result of our negligence.

#### Indemnity

You agree to indemnify and hold us harmless from and against any breach by you of these terms and conditions and any claim or demand brought against us by any third party arising out of your use of the services and/or any content submitted, posted or transmitted through the services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by us in consequence of your breach of these terms and conditions.

#### Disclaimers

The information is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

The information contained with the website is provided on an "as is" and "as available" basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the website.

We do not guarantee uninterrupted availability of the website and cannot provide any representation that using the website will be error free.

The pages contained in the website may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

We exclude all liability for any illegality arising from or error, omission or inaccuracy in material provided by other third parties.

We give no warranties, conditions, guarantees or representations, express or implied, as to:

- the completeness or accuracy of the advice and information contained on the website or any website to which it is linked
- the content of the advertisements included in our database, including but not limited to the ownership, quality, authenticity of any photographs, compliance with description or fitness for purpose of any such events

### Copyright

The website and its content (including without limitation the website design, text, graphics and all software and source codes connected with the website and the services) are protected by copyright, trademarks, patents and other intellectual property rights derived from the aesthetics and functionality of the website. In accessing the website, you agree that you will access the contents solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the website for personal, non-commercial home use only.

All rights in our database are owned or controlled for these purposes by us.

### Links to third party websites

The website may contain links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of views, statements or information contained in such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### Governing law

These terms and conditions will be governed by the laws of England and any user of the website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

### Termination

We have the right to terminate or suspend your access to any, or all the services at any time, without notice, for any reason, including without limitation, breach of these terms and conditions.

We may also at any time, at our sole discretion, discontinue the website/services or any part thereof without prior

notice and you agree that we shall not be liable to you or any third party for any termination of your access to the website/services.

#### General

If any of these terms and conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be struck out and the remaining terms and conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

These terms and conditions of access contain the entire agreement and understanding between the parties relating to the website, and supersede any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either party. We exclude all representations and warranties relating to access to use of the website, whether they are statutory or otherwise, as far as is possible by law.

If you do not agree to obey these terms and conditions you must stop using the website immediately.