



## TERMS AND CONDITIONS

FOR [WWW.CLAIREBOOTHLIVINGWELL.COM](http://WWW.CLAIREBOOTHLIVINGWELL.COM)

### TERMS OF WEBSITE USE

This page (together with the documents referred to on it) informs you of the terms of use on which you may make use of our website, [www.claireboothlivingwell.com](http://www.claireboothlivingwell.com) (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them.

#### Accessing our website

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. This may be for background work and changes to the website, however, we will not be held liable at any time.

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#### Disclaimer Of Warranty

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COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation Of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR EMPLOYEES AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING SOLICITORS FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of UK without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

### **Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

### **Variations to Terms**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.



### **Yoga and Retreat Disclaimer**

The information on this website pertaining to Yoga, taught either online or in person or on Retreat, is provided for educational and informational purposes only. Any information or Yoga Service provided is not a replacement for medical advice. You consent to practice Yoga with The Service Provider at your own discretion.

You must inform the Service Provider of any injuries, medical and/or health conditions you have BEFORE you enter into practice of Yoga, be it a class taught online or in person or on Retreat). Yoga can be modified to suit most needs.

By signing up to ANY yoga class, workshop, or retreat you agree to the terms outlined above and to release CLAIRE BOOTH, and CLAIRE BOOTH LIVINGWELL from liability of any injury caused by your own negligence.

### **Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any claim arising from, or related disputes following a visit to this site. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **Your Concerns**

If you have any concerns or questions about the terms and conditions or content provided on this website, contact [hello@claireboothlivingwell.com](mailto:hello@claireboothlivingwell.com)  
Thank you for visiting our site.



## PRIVACY POLICY AND DATA PROTECTION

### The purposes of processing DATA

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Interaction with external social networks and platforms, Displaying content from external platforms, Contacting the User, Analytics, SPAM protection, Infrastructure monitoring and Platform services and hosting.

For specific information about the Personal Data used for each purpose, the User may refer to the section "Detailed information on the processing of Personal Data".

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data. The Data processing is carried out using computers and/or IT enabled tools, following organisational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Application (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for and may be retained for longer due to applicable legal obligation or based on the Users' consent.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to fulfill a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

### The rights of Users based on the General Data Protection Regulation (GDPR)

Users may exercise certain rights regarding their Data processed by the Owner. Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. Such requests are free of charge and will be answered by the Owner as early as possible and always within one month, providing Users with the information required by law.