

# WELL BE IT LTD PRIVACY AND TERMS

## PRIVACY POLICY

### BACKGROUND:

Well Be It understands that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits this website, wellbeitcoach.com, mailchimp.imp/wellbeitcoach/conscious-revolution and will only collect and use personal data in ways that are described here, and in a manner that is consistent with Our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

### 1. Definitions and Interpretation

In this Policy, the following terms shall have the following meanings:

*“Account” means an account required to access and/or use certain areas and features of Our Site;*

*“Cookie” means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out below;*

*“personal data” means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Site. This definition shall, where applicable, incorporate the definitions provided in the General Data Protection Regulation (“GDPR”); and*

*“We/Us/Our” means Well Be It Ltd a limited company registered in England under company number 12475475, whose registered address of 5 Duttons Courtyard, Bampton, OXON.*

### 2. Information About Us

1. Our Site wellbeitcoach.com is operated by Well Be It, a limited company registered in England under company number 12475475, whose registered address of 5 Duttons Courtyard, Bampton, OXON.

2. Our VAT number is COMING SOON.

3. Our Data Protection Officer is Sarah Furness, and can be contacted by email at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com).

4. We are licensed and regulated by Mindfulness Now

### **3. What Does This Policy Cover?**

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that We have no control over how your data is collected, stored, or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

### **4. Your Rights**

1. As a data subject, you have the following rights under the GDPR, which this Policy and Our use of personal data have been designed to uphold:

The right to be informed about Our collection and use of personal data; The right of access to the personal data We hold about you (see section 12); The right to rectification if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details in section 14); The right to be forgotten – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in section 6 but if you would like Us to delete it sooner, please contact Us using the details in section 14); The right to restrict (i.e. prevent) the processing of your personal data; The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation); The right to object to Us using your personal data for particular purposes; Rights with respect to automated decision making and profiling.

2. If you have any cause for complaint about Our use of your personal data, please contact Us using the details provided in section 14 and We will do Our best to solve the problem for you. If We are unable to help, you also have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office.

3. For further information about your rights, please contact the Information Commissioner's Office or your local Citizens Advice Bureau.

### **5. What Data Do We Collect?**

Depending upon your use of Our Site, We may collect some or all of the following personal [and non-personal] data (please also see section 13 on Our use of Cookies and similar technologies): name; date of birth; gender; business/company name; job title; profession; contact information such as email addresses and telephone numbers; demographic information such as post code, preferences, and interests;]

### **6. How Do We Use Your Data?**

1. All personal data is processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under GDPR at all times. For more details on security see section 7, below.

2. Our use of your personal data will always have a lawful basis, either because it is necessary for Our performance of a contract with you, because you have consented to Our use of your personal data (e.g. by subscribing to emails), or because it is in Our legitimate interests. Specifically, We may use your data for the following purposes: Providing and managing your Account; Providing and managing your access to Our Site; Personalising and tailoring your experience on Our Site; Supplying Our services to you (please note that We require your personal data in order to enter into a contract with you); Personalising and tailoring Our services for you; Replying to emails from you; Supplying you with emails that you have opted into (you may unsubscribe or opt-out at any time by using the link at the bottom of the emails.); Market research; Analysing your use of Our Site and gathering feedback to enable Us to continually improve Our Site and your user experience.

3. With your permission and/or where permitted by law, We may also use your data for marketing purposes which may include contacting you by email/telephone/text with information, news and offers on Our services. We will not, however, send you any unsolicited marketing or spam and will take all reasonable steps to ensure that We fully protect your rights and comply with Our obligations under GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

4. Third parties (eg mailchimp) whose content appears on Our Site may use third party Cookies, as detailed below in section 13. Please refer to section 13 for more information on controlling Cookies. Please note that We do not control the activities of such third parties, nor the data they collect and use and advise you to check the privacy policies of any such third parties.

5. You have the right to withdraw your consent to Us using your personal data at any time, and to request that We delete it.

6. We do not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Data will therefore be retained for the following periods (or its retention will be determined on the following basis):

We regularly review the database and remove personal information based on engagement with our content.

## **7. How and Where Do We Store Your Data?**

1. We only keep your personal data for as long as We need to in order to use it as described above in section 6, and/or for as long as We have your permission to keep it.

2. Some or all of your data may be stored outside of the European Economic Area (“the EEA”) (The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein). You are deemed to accept and agree to this by using Our Site and submitting information to Us. If We do store data outside the EEA, We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the UK and under GDPR including: Your data is stored on Mailchimp which acts as our Data processor. Mailchimp is fully GDPR compliant.

3. Data security is very important to Us, and to protect your data We have taken suitable measures to safeguard and secure data collected through Our Site.

4. Steps We take to secure and protect your data include: to ensure all data processes we use are GDPR compliant.

## **8. Do We Share Your Data?**

1. Subject to section 8.2, We will not share any of your data with any third parties for any purposes.

2. In certain circumstances, We may be legally required to share certain data held by Us, which may include your personal data, for example, where We are involved in legal proceedings, where We are complying with legal obligations such as the Caldicott principles, a court order, or a governmental authority, or in accordance with Mindfulness Now Code of ethics.

3. We may compile statistics about the use of Our Site including data on traffic, usage patterns, user numbers, sales, and other information. All such data will be anonymised and will not include any personally identifying data, or any anonymised data that can be combined with other data and used to identify you. We may from time to time share such data with third parties such as prospective investors, affiliates, partners, and advertisers. Data will only be shared and used within the bounds of the law.

4. We may sometimes use third party data processors that are located] outside of the European Economic Area (“the EEA”) (The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein). Where We transfer any personal data outside the EEA, We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the UK and under the [Data Protection Act 1998] OR [GDPR] including: mailchimp.

## **9. What Happens If Our Business Changes Hands?**

1. We may, from time to time, expand or reduce Our business and this may involve the sale and/or the transfer of control of all or part of Our business. Any personal data that you have provided will, where it is relevant to any part of Our business that is being transferred, be transferred along with that part and the new owner or newly controlling party will, under the

terms of this Privacy Policy, be permitted to use that data only for the same purposes for which it was originally collected by Us.

2. In the event that any of your data is to be transferred in such a manner, you will be contacted in advance and informed of the changes. When contacted you will be given the choice to have your data deleted or withheld from the new owner or controller.

## **10. How Can You Control Your Data?**

1. In addition to your rights under the GDPR, set out in section 4, when you submit personal data via Our Site, you may be given options to restrict Our use of your data. In particular, We aim to give you strong controls on Our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from Us which you may do by unsubscribing using the links provided in Our emails and at the point of providing your details.

2. You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

## **11. Your Right to Withhold Information**

1. You may access [certain areas of] Our Site without providing any data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

2. You may restrict Our use of Cookies. For more information, see section 13.

## **12. How Can You Access Your Data?**

You have the right to ask for a copy of any of your personal data held by Us (where such data is held). [Under the Data Protection Act 1998, We require the payment of a small fee which will not exceed £<<insert sum>>.] OR [Under the GDPR, no fee is payable and We will provide any and all information in response to your request free of charge.] Please contact Us for more details at <<insert email address>>, or using the contact details below in section 14. [Alternatively, please refer to Our Data Protection Policy <<insert link>>.]

## **13. Our Use of Cookies**

1. Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our services. We

have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

2. By using Our Site you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. For more details, please refer to section 6, above, and to section 13.6 below. These Cookies are not integral to the functioning of Our Site and your use and experience of Our Site will not be impaired by refusing consent to them.

3. All Cookies used by and on Our Site are used in accordance with current Cookie Law.

4. Before Cookies are placed on your computer or device, you will be shown a prompt requesting your consent to those Cookies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of Our Site may not function fully or as intended.

6. The following first party Cookies may be placed on your computer or device:

Countdown Monkey

Facebook

Mailchimp

7. Our Site uses analytics services provided by Facebook. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling Us to better understand how Our Site is used. This, in turn, enables Us to improve Our Site and the services offered through it. You do not have to allow Us to use these Cookies, however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable Us to continually improve Our Site, making it a better and more useful experience for you.

8. The analytics service(s) used by Our Site use(s) Cookies to gather the required information.

9. The analytics service(s) used by Our Site use(s) the following Cookies:

10. In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all cookies or only third party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

11. You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

12. It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

#### **14. Contacting Us**

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com). Please ensure that your query is clear, particularly if it is a request for information about the data We hold about you (as under section 12, above).

#### **15. Changes to Our Privacy Policy**

We may change this Privacy Policy from time to time (for example, if the law changes). Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

### **TERMS AND CONDITIONS**

#### **BACKGROUND:**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, [wellbeitcoach.com](http://wellbeitcoach.com), [mailchimp.imp/wellbeitcoach/conscious-revolution](http://mailchimp.imp/wellbeitcoach/conscious-revolution) ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

#### **1. Definitions and Interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

*"Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;*

*"System" means any online communications facility that We make available on Our Site either now or in the future. This may include, but is not limited to, contact forms, email, and live chat; and*

*"We/Us/Our" means Well Be It, a company registered in England under 12475475, of 5 Duttons Courtyard, Bampton, OXON.*

## **2.Information About Us**

- 1.Our Site, wellbeitcoach.com, is operated by Well Be It, a limited company registered in England under 12475475, of 5 Duttons Courtyard, Bampton, OXON
2. We are regulated and licences by Mindfulness Now.

## **3.Access to Our Site**

- 1.Access to Our Site is free of charge.
- 2.It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

## **4.Intellectual Property Rights**

- 1.All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 2.Subject to sub-Clause[s] 4.3 [and 4.6] you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 3.You may:Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);Download Our Site (or any part of it) for caching;Print [one copy of any] page[s] from Our Site;Download extracts from pages on Our Site; Save pages from Our Site for later and/or offline viewing.
- 4.Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 5.You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.



6. Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

## **5. Links to Our Site**

1. You may link to Our Site provided that: You do so in a fair and legal manner; You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists; You do not use any logos or trade marks displayed on Our Site without Our express written permission; You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

2. You may link to any page of Our Site.

3. Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com) for further information.

4. You may not link to Our Site from any other site the content of which contains material that: is sexually explicit; is obscene, deliberately offensive, hateful or otherwise inflammatory; promotes violence; promotes or assists in any form of unlawful activity; discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age; is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person; is calculated or is otherwise likely to deceive another person; is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy; misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4); implies any form of affiliation with Us where none exists; infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

5. The content restrictions in sub-Clause 5.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 5.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

## **6. Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## **7. Use of Our System**

1. You may use Our System at any time to contact Us. Please note the following; you must not: communicate in a way that is obscene, deliberately offensive, hateful or otherwise inflammatory; submit information that promotes violence; submit information that promotes or assists in any form of unlawful activity; submit information that discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age; submit information that is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person; submit information that is calculated or is otherwise likely to deceive; submit information that is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy; misleadingly impersonate any person or otherwise misrepresent your identity or affiliation in a way that is calculated to deceive; imply any form of affiliation with Us where none exists; infringe, or assist in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or submit information in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

2. We may monitor any and all communications made using Our System.

3. Any information that you send to Us through Our System may be modified by Us and, by sending us such information, you waive your moral right to be identified as the author of that information.

4. Any personal information sent to Us, whether through Our System or otherwise (including but not limited to your name and contact details), will be collected, used and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 13.

## **8. Disclaimers**

1. Nothing on Our Site constitutes advice on which you should rely. It is provided for general information and wellbeing purposes only. Note that the services provided are for the promotion and enhancement of wellbeing and do not extend to mental health illnesses or significant trauma related conditions. Professional or specialist advice should always be sought before taking any action relating to a mental health illness particularly that of a psychotic nature.

2. Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

3. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

4. No part of Our Site is intended to constitute a contractual offer capable of acceptance. No goods or services are sold through Our Site and the details of services provided on Our Site are provided for general information purposes only.

5. We make reasonable efforts to ensure that any and all pricing information shown on Our Site is correct at the time of going online. We reserve the right to change prices at any time and may add or remove special offers and promotions from time to time. All pricing information is reviewed and updated regularly.

6. Whilst every reasonable effort has been made to ensure that all representations and descriptions of services available from Us correspond to the actual services available, minor variations or errors may occur. In the event of any discrepancy, please contact us at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com)

7. We make no representation, warranty, or guarantee that services shown on Our Site will be available from Us. Please contact Us if you wish to enquire as to the availability of any services.

## **9. Our Liability**

1. To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

2. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

3. If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

4. We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware,

a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

5. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

6. Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **10. Viruses, Malware and Security**

1. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.

2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

4. You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.

5. You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

6. By breaching the provisions of sub-Clauses 10.3 to 10.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## **11. Acceptable Use Policy**

1. You may only use Our Site in a manner that is lawful. Specifically: you must ensure that you comply fully with any and all local, national or international laws and/or regulations; you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent; you must not use Our

Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

2. We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 11 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions: suspend, whether temporarily or permanently, your right to access Our Site; issue you with a written warning; take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach; take further legal action against you as appropriate; disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or any other actions which We deem reasonably appropriate (and lawful).

3. We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

## **12. Privacy and Cookies**

Use of Our Site is also governed by Our Cookie and Privacy Policies, available below these terms. These policies are incorporated into these Terms and Conditions by this reference.

## **13. Data Protection**

1. All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used and held in accordance with the provisions of the GDPR and Our obligations under that Act.

2. We may use your personal information to: Reply to any communications you send to Us; Send you important notices, as detailed in Clause 14; 3; send you content which we deem to be of value to you; on occasion promote our services in relation to enhancing your wellbeing and performance in your business.

3. We will not pass on your personal information to any third parties without first obtaining your express permission to do so.

## **14. Communications from Us**

1. If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Terms and Conditions.

2. By agreeing to these terms you are agreeing for Us to send you marketing materials relating to enhancing your wellbeing and performance. You may opt out at any time. Any and all

marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 3 business days for your new preferences to take effect.

3. For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com)

## **15.Changes to these Terms and Conditions**

1.We may alter these Terms and Conditions at any time. [If We do so, details of the changes will be highlighted at the top of this page.] Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

2.In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **16.Contacting Us**

To contact Us, please use Our System, email Us at [sarah@wellbeitcoach.com](mailto:sarah@wellbeitcoach.com), or using any of the methods provided on Our contact page at <https://wellbeitcoach.com/contact>

## **17. Law and Jurisdiction**

1.These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

2.If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

3.If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.