

Terms and Conditions & Privacy policy for GDPR

Terms and Conditions of Use

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Your use of this website is subject to the Terms Of Use as set out below. By accessing and using this website you agree that you have read, understood and accept these Terms Of Use.

Our Privacy Policy: **Yoga&Pilates with Daphnee** respects your right to privacy and we comply with our obligations under the UK and European data protection acts. The purpose of our Privacy Policy is to outline how we deal with any personal data you provide to us while visiting this website. By visiting this website, you are accepting the terms of this Privacy Policy. Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy policies of third party websites. The full Yoga&Pilates with Daphnee Website Privacy Policy is detailed on our privacy statement (see below).

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Changes to the Terms of Use: We may modify or terminate any Content on the website from time to time, for any reason and without notice or liability to any user or third party. You should check the website for changes to the Terms Of Use each time you access the website. Your continued use of the website will signify your acceptance of any revised Terms Of Use.

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Disclaimer

Usage Policy: The information provided on this site is for educational purposes only. Participate at your own risk. Make sure you exercise in a light area, with enough free space around you. Wear comfortable clothing so you can move freely.

If you feel dizzy, light headed, faint or if you experience any other discomforts, stop exercising immediately and consult a medical doctor. You are responsible for your condition during your workout. Exercise within your limits. Never force or strain. Seek attention and advise as appropriate. Before any workout you should stretch to warm up and cool down afterwards. Not warming up, cooling down and stretching properly might result in personal injury. You should avoid alcohol and drugs before practice. Also no heavy meals for two hours before workout. Keep yourself hydrated before during and after your yoga practice.

We do not recommend that you attempt any of these poses or yoga exercises without suitable experience and supervision. We offer no medical advice. You should consult a medical practitioner before attempting any exercise and particularly yoga, to ensure that you do not injure yourself. This is particularly important if you are overweight, pregnant, nursing, regularly taking medications, or have any existing medical conditions. This site may not be tailored to match your physical and mental health. We accept no liability whatsoever for any damages arising from the use of this website. While **Yoga&Pilates with Daphnee** uses its reasonable efforts to maintain this website in an accurate and up-to-date fashion it may contain some technical or other mistakes, inaccuracies or typographical errors. **Yoga&Pilates with Daphnee** cannot be held responsible for any mistakes or omissions on this website.

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Indemnity: As a user of this website, you agree to indemnify us against any loss, damage or cost incurred by us arising out of any violation by you of these Terms Of Use. You will also indemnify us against any claims that information or materials which you submit, post to or transmit through the Site are in violation of any law or in breach of any third party right.

Disclaimer of Liability: With respect to content available on the website, neither **Yoga&Pilates with Daphnee** nor any of its employees or agents makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

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Governing Law: These Terms Of Use shall be governed by and construed in accordance with the law of the UK and you hereby submit to the exclusive jurisdiction of the Courts of the UK. This will not prevent **Yoga&Pilates with Daphnee** from pursuing a claim for breach of contract, copyright infringement or otherwise in respect of these terms and conditions in any other jurisdiction throughout the world.

See our Privacy Statement (below).

Your privacy is important to us and we want you to know what we do with your data when you use our site or communicate with us.

1. Introduction:

At **Yoga&Pilates with Daphnee** we respect your right to privacy and comply with our obligations under the British and European data protection acts. The purpose of this website Privacy Statement is to outline how we deal with any personal data you provide to us while visiting this website. By visiting **Yoga&Pilates with Daphnee** you are accepting the terms of this Privacy Statement. Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites.

2. Types of Information Collected:

We retain two types of information:

Personal Data: This is data that identifies you or can be used to identify or contact you and may include your name, company name, address, email address, user IP addresses in circumstances where they have not been deleted, clipped or anonymised and telephone number. Such information is only collected from you if you voluntarily submit it to us.

Non-Personal Data: Like most websites, we gather statistical and other analytical information collected on an aggregate basis of all visitors to our web site. This non-personal data comprises information that cannot be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or anonymised, browser types and other anonymous statistical data involving the use of our website.

3. Purposes for which we hold your information

Non-Personal Data: We use the non-personal data gathered from visitors to our website in an aggregate form to get a better understanding of where our visitors come from and to help us better design and organise our website.

Cookies: This website uses “cookie” technology. A cookie is a little piece of text stored by the browser on your computer, at the request of our server. We use cookies to improve the quality of our service by storing user preferences and tracking user trends. You are always free to decline our cookies. You can also delete cookie files from your computer at your discretion. Note however, that if you decline our cookies or ask for notification each time a cookie is being sent, some of the features and services of the **Yoga&Pilates with Daphnee** may not function properly.

Personal Data: We will process any Personal Data you provide to us for the following purposes:(i) to provide you with the information or services you have requested;(ii) to contact you if required in

connection with your request or to respond to any communications you might send to us;(iii) to send you the **Yoga&Pilates with Daphnee** newsletter, event alerts, information about product releases, service notifications and to communicate with you about relevant industry information and activities. This is only pertinent if you voluntarily sign up for this service.

4. Disclosure of Information to Third Parties: We do not sell, trade or rent your personal information to others. All information is used solely for our own internal marketing. We may provide non-personal data to third parties, where such information is combined with similar information of other users of our website. For example, we might inform third parties of the number of unique users who visit our website, the demographic breakdown of our community users, or the activities that visitors to our website engage in while on our website. The third parties to whom we may provide this information may include potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties. We will disclose your personal data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

5. Sale of Business: We reserve the right to transfer information (including your personal data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of **Yoga&Pilates with Daphnee** provided that the third party agrees to adhere to the terms of this Privacy Statement and provided that the third party only uses your personal data for the purposes that you provided it to us. You will be notified in the event of any such transfer and you will be afforded an opportunity to opt-out.

6. Security: Your personal data is held by **Yoga&Pilates with Daphnee** in accordance with industry best practices. We do not store your credit card information, number, expiry date or CVV security code on our servers. To ensure optimal security, we use a third

Payment processing are made through *Stripe* or through *cash* payment in person. To ensure Fraud Prevention and Security, *Stripe* collect and use Personal Data to help to detect and manage the activity of fraudulent and other bad actors across our Services, to enable our fraud detection Business Services, and to otherwise seek to secure our Services and transactions against unauthorized access, use, modification or misappropriation of Personal Data, information and funds. In connection with fraud and security monitoring, prevention, detection, and compliance activities for *Stripe* and its Business Users, they receive information from service providers (including credit bureaus), third parties, and the Services they provide. They may collect information from you, and about you, from Business Users, financial parties and in some cases third process Personal Data for the purpose of entering into business relationships with prospective Business Users and End Users and to perform the respective contractual obligations that they have with these Users. Activities include:

Creation and management of *Stripe* accounts and *Stripe* account credentials, including the evaluation of applications to commence or expand the use of our Services;

Creation and management of *Stripe* Checkout accounts;

Accounting, auditing, and billing activities; and

Processing of payments, including fraud detection and prevention, optimizing valid transactions, communications regarding such payments, and related customer service.

Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, we use the best-in-class security tools and practices to maintain a high level of security at Stripe.

7. Users under 18: Yoga&Pilates with Daphnee content is not directed at users under 18 years of age. When you provide information about yourself as a user, you are thus representing yourself as 18 years of age or older. Our policy is that we do not knowingly collect, use, or disclose personal information about visitors under 18 years of age. However, if we do become aware of having collected personally identifiable information from a user under 18 without consent of a parent or legal guardian, we will remove such information from our servers.

8. Updating, Verifying and Deleting Personal Data: You also have a right to have your personal data corrected, if inaccurate, or, in certain circumstances, erased. Please forward any such requests in writing by email to fit@yogapilateswithdaphnee.co.uk

9. Right of Access to Your Personal Data: To find out what personal data we hold on you or to have your personal data updated, amended or removed from our database, please email us at fit@yogapilateswithdaphnee.co.uk

10. Changes to the Privacy Statement: Any changes to this Privacy Statement will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any time we decide to use personal data in a manner significantly different from that stated in this Privacy Statement, or otherwise disclosed to you at the time it was collected, we will notify you by email, and you will have a choice as to whether or not we use your information in the new manner.

11. Governing Law and Jurisdiction: This Privacy Statement is governed by the laws of the UK, and is subject to the exclusive jurisdiction of the British courts.

12. Questions or Comments: If you wish to contact us to discuss any matter in relation to this Privacy Statement or our processing of your personal data, please feel free to contact us.

13. Information Controller: Yoga&Pilates with Daphnee is the information Controller.

14. ICO registration: Yoga&Pilates with Daphnee is not registered with the ICO, nor required to do so under their assessment guidelines.