"A Few Spoil It For The Masses." Anon



Full Terms & Conditions

HealEndometriosisNaturally, EndoBoss® & Embracing Emotions

Wendy K Laidlaw Ltd



The quote "A Few Spoil It For The Masses" sadly, is so true. What experience has taught us is that we must write everything down in exact detail, and in fine print so we, (me and those using my services) can all be clear what is, and what isn't acceptable.

Our terms and conditions have been written in a way that everyone should be able to understand, but to be extra clear, below are the key clauses you will be agreeing to when using our services:

- You understand that illegal, misleading, or scamming activity is strictly forbidden. If we discover unacceptable activity or receive a complaint over your conduct, then we are at liberty to cease your access to any of our products and services with immediate effect including, but not limited to, our Membership sites, group calls and 1-1 coaching.
 - You agree not to participate in any foul play with our products and services to get more out of them than was agreed in the transaction. All user accounts are set up on a 'per person' basis. Therefore, if you attempt to sell, distribute or reproduce or sub-share our products and services to a Person(s) such as a business or another individual we will be notified by our IT department and in turn, be obliged to take appropriate action.
 - You understand that this our services take at least 12 months for long term results to be seen. We **never** suggest that our program or services offer a quick-fix but instead a long-term solution that requires your full dedication and application to work. Our Membership sites and programs have been carefully structured, and we are simply guides for you on this new journey none of our services are 'done for you'. You must make the necessary changes, implement the lifestyle adjustments and suggestions over a substantial period. It is difficult to place an exact period on the time frame you should expect to see results within 12 months however as every woman's condition and body varies please be realistic with your own particular medical history and other conditions. Please do not use our services if you expect to get results by putting in zero effort or expect changes to happen quickly or be done by someone else. This is your glorious journey to becoming an EndoBoss® and we are here to support you and be your cheerleaders.

• You understand that due to the online format of many of our services, there may be

occasions of technical errors and issues. We promise to work our hardest to maintain your

access to our products and services but of course, this will not always be possible. So, if

you do encounter problems then let us know right away through our support email

support@HealEndometriosisNaturally.ZohoDesk.com and we'll get your access back up

and running as soon as we possibly can. However, we ask you to be understanding and

patient in the unlikely event of issues. We will not accept any aggression, harassment, or

rudeness to any of our EndoBoss® Team.

Please be mindful that our insurance company requires us to record all coaching calls due

to the medical nature of such engagements although we will not offer any medical advice

(which is beyond the scope of our services). The process of recording the coaching calls

ensures both coaches and clients are safe and protected. Recorded coaching calls are

occasionally listened to by me only (Wendy K Laidlaw) to ensure my coaches maintain

the extremely high standard of coaching and professionalism. The recordings are not used

or shared for any additional training purposes.

If you have any questions about what is stated or anything else, then please email our support at

 $\underline{support@HealEndometriosisNaturally.zohodesk.com}$

To your health!

Wendy

Wendy K Laidlaw,

Founder & CEO

HealEndometriosisNaturally.com

HealEndometriosisNaturally, EndoBoss®, Embracing Emotions & Wendy K Laidlaw Limited Terms & Conditions

These Terms and Conditions govern your relationship with HealEndometriosisNaturally, EndoBoss®, Embracing Emotions & Wendy K Laidlaw Limited ("us" or "we" or "HealEndometriosisNaturally" or "HEN") and your use of all related products and services, including but not limited to, the use of our websites ("Sites" or "Site"), Membership sites ("Service" or "Services). Please read these terms carefully as, under law, they affect your rights and liabilities.

If you do not agree to these Terms and Conditions, please do not use our Services, our Sites, our Products, or sign-up to any of our email lists or register as a Member.

Please also see our Privacy Policy for information about how we collect and use your personal data.

1. **Introduction**

- Our Sites provide access to online Membership Programs and systems which provides services including, but not limited to, pre-recorded video MasterClasses, educational content, downloads, handouts, homework, podcasts as well as group calls, private 1-1 calls, scheduling and booking systems, which are available for personal use and provide its registered Members appointments which are available and offered.
- 2. These terms will apply to subscribers, registered Members and to those who simply view the Site ("you").
- 3. By using the Site and the Service(s), you agree to be bound by these Terms and Conditions in full
- 4. You are responsible for ensuring that all persons who access the Site or the Service through your internet connection are paid Members only and aware of these Terms and Conditions, and that they comply with them.
- 5. If you are accepting these Terms and Conditions on behalf of an enterprise, organisation or business then you agree and accept that these Terms and Conditions will be binding on all personnel who use the Service or the Site on behalf of that enterprise, organisation or business.

6. Please note that these terms and conditions may be amended from time to time. Notification of any changes will be made by us posting new terms onto the Site or email sent to subscribers. In continuing to use the Service you confirm that you accept the current terms and conditions in full at the time you use the Service. If you do not accept terms and conditions, which we may have varied, then you must cancel your registration or subscription within 7 days of such change being made and the previous terms will continue to apply pending termination. If you continue to use the Service without notifying us of your objections within 7 days, you will be deemed to have accepted the varied Terms and Conditions.

2. **Registration & Payment Terms**

- 1. You can only view the Membership Sites and Programs with registration upon payment along with signing Medical Disclaimer and Personal Declaration or Commitment Forms; then you can view the Membership Program contents. The contents of the Membership site are drip-fed each week and notification of new content release will be sent via email.
- 2. You will agree to pay in full for the Program(s) or make the agreed monthly payments and subscribe for the agreed month period. See Clause 3 below about credit card information held on file and how the credit card used to make the first payment will be used by the merchant for the 2nd and 3rd payments (or more if agreed), unless otherwise advised. Please note we require 7-day notice of any changes to credit card information.
- 3. When you register as a Member, we will ask for some of your personal information.

 Any personal information you provide us with will be handled in accordance with our Privacy and Data Protection Policy.
- 4. If you register to use the Site as a Member you have the option of creating a password. To prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone else. If you know or suspect that someone else knows your password, you should notify us by contacting support@HealEndometriosisNaturally.ZohoDesk.com immediately.
- 5. Alternatively, you can gain authorised access to your account by first logging into another service that we partner with, such as Google. In order to prevent fraud, you must keep all passwords and other access details for these third-party services confidential and must not disclose them or share them with anyone. If you suspect

anyone has access to any of your third-party services that we link to, you should notify us by contacting support@HealEndometriosisNaturally.ZohoDesk.com immediately.

- 6. If we have reason to believe that there is likely to be a breach of security or misuse of the Service or the Site through your account or the use of your password or unauthorised access to one of your third party services or people that we link to, we may require you to change your passwords on our system and with your other suppliers, or we may suspend your account if it becomes clear an unauthorised person is using your account without permission. Until you have changed all your passwords, or we have reactivated your account you will not be able to access the Service.
- 7. You agree that all information that you supply to us will be accurate, complete, and kept up to date at all times. We may use the information provided to us to contact you.
- 8. We do not allow for more than one Membership per membership site, and you are not entitled to impersonate anybody else or otherwise provide misleading information in operating an account or access to the Membership.
- 9. We reserve the right to cancel your Membership at any time and for any reason should you be in breach of these Terms and Conditions.
- 10. Access to the Membership Programs is for the duration of the terms expressed at time of purchase. This applies, but is not limited to the 21 Day Challenge, 22 Weeks EndoBoss® Academy, (12 Weeks Foundation Program and 10 Weeks Advanced Program), Embracing Emotions Program (5 Weeks and 10 Weeks) and the EndoBoss® Coach Training Program. Please note that access to all Programs will be ceased at the end of their term unless enrolled a monthly subscription agreement or continuing on to other Programs on the EndoBoss® Pathway. This will be discussed as you near the end of your program.

3. **Subscription**

- 1. Certain functionality or facilities may only be available to registered Members who have agreed to subscribe to the Site and Service ("Subscribers").
- 2. When you agree to subscribe you will choose a subscription plan and a subscription period. We offer different types of subscription with different levels of service and functionality available for each subscription plan. We may also offer different

- subscription periods and we may allow you to subscribe monthly, annually or on some other periodic basis.
- 3. We currently offer subscription plans on either a monthly, or 12-month basis. Please note that we reserve the right to add or remove services and functionality from any subscription plan or to add or remove subscription plans. We also reserve the right to change our subscription periods. When we change our subscription plans or subscription periods you will be entitled to keep your existing subscription until the end of your then-current subscription period and at the end of that period you will be required to subscribe on the new basis.
- 4. We may (at our sole discretion and for such time period as we may determine) allow you to maintain a previous subscription plan after a change has been implemented (referred to as a "grandfather right"). This grandfather right will only apply until such time as you cancel your account or allow your account to lapse, and you may not recover the grandfather right after such cancellation or lapse. If we have allowed you to benefit from a grandfather right, then we may at any time notify you that the grandfather right will terminate on a given date. However, we agree that such termination of a grandfather right will be effective from the end of a subscription period.
- 5. We may offer a free trial period during which we allow you, for a limited period, to access functionality which is usually only available to subscribers. Once a trial period ends if you do not take out a subscription, we reserve the right to withdraw your access to the Service. We may, at our sole discretion, extend or shorten any trial period.
- 6. Our preferred method of payment is by credit card. Payment by cheque or bank transfer is only permitted for long term agreements for larger accounts and by prior agreement.
- 7. Please note that if you fail to pay any subscription fees, which are due for your subscription, we have the right to suspend your access to the Membership Site and Services immediately.
- 8. If any fees paid or payable by you for your subscription are subsequently disputed by your bank or card provider and withdrawn from us by way of a chargeback or otherwise, we have the right to suspend your access to the Membership Site and Services immediately.

4. **Account Restrictions**

- 1. You may not use your account or subscription to licence, distribute, resell, impersonate or re-package our services to any third party, whether directly or indirectly and you may not use HealEndometriosisNaturally in any way to facilitate or provide any similar service to any third party.
- 2. Each HealEndometriosisNaturally purchase or subscription may be used to access the Membership(s) for just one person. While you may access the Membership site for your own self, you may not use the Membership site or any information for anyone outside. We define a "Person" to be a single legal entity in a single territory (for instance a woman, man or child).
- 3. You may not in any circumstances use a single HealEndometriosisNaturally subscription or account to facilitate bookings for more than one organisation.
- 4. If you provide a service to third party businesses, organisations or clients (referred to as your "Clients") and, as part of the services you offer you wish to set up or facilitate the provision of our Service on your Client's behalf (e.g. you configure our Service as part of a bundle of other services) then you are only entitled to do so as the duly **Licensed Authorised Partner** and/or **Certified Coach** who has been given express prior consent to do so for that Client. You also agree that, by accepting these terms and conditions you have the authority to bind your Clients to these terms and conditions.
- 5. The restrictions in this clause 4 and otherwise in these terms and conditions apply to all subscription plans.
- 6. Please note that certain subscription plans will allow for a limited number of separate accounts to be linked to one master administrator subscription holder and for all the accounts under that subscription to benefit from certain upgraded features. The applicable email addresses in respect of all accounts which we agree to link to a single subscription in this way must, unless otherwise agreed, be part of the same internet domain (i.e. identified by email addresses that end with same text after the @ symbol).
- 7. Please note that if you subscribe to any subscription plan which allows for accounts to be linked then you, as the subscription holder, will be responsible and liable for all activity in respect of each of those accounts and you agree to ensure that any

personnel accessing or using those accounts will comply with these terms and conditions.

5. **Scheduling and Bookings**

- 1. The scheduling and booking service is offered to clients as per their signed agreement or offer at the time but is not a guaranteed part of the Programs. On occasion HealEndometriosisNaturally, EndoBoss®, Embracing Emotions or Wendy K Laidlaw Ltd may offer special 1-1 consultations.
- 2. These appointments are operated by linking with a third-party calendar account (e.g., calendly.com) and communicating with you by email. In order to use the Service, you will need both a third-party calendar account which is supported by calendly.com and an email account. In order to ensure that the Service provides an accurate and effective tool both accounts will need to be active and monitored regularly.
- 3. The Service will take availability information from your third-party calendar account and display that information to you, (the Customer), and then the Customer can then select an appointment time from a live calendar application on the Site.
- 4. Please note the Calendly system sends emails on our behalf using a third-party provider in order to maintain a high reputation with ISPs for transactional email management. However, we cannot guarantee that emails will not occasionally be blocked by spam filters, bounced or in some other way not delivered.
- 5. Please note that the Calendly Service is automated. The Service will make the availability data in the third-party calendar account which is linked with your account available to Customers without any external verification. Calendly are not responsible or liable for either the accuracy of the information in the third-party calendar account or for your failure to monitor your email account to receive requests for bookings. When you confirm a booking using the Service, they will update the third-party calendar account automatically.

6. Acceptable Use Policy

1. The Service and Membership Sites are provided for legitimate and ethical personal, charitable, professional, and social purposes. You must not use the Service or the Site for any illegal, unethical, or immoral purposes. We reserve the right to remove any account at our discretion at any time, without giving reasons, if we suspect that an account is being operated in breach of our acceptable use policy which is set out in clauses 6, 7, 8 and 9.

- 2. We grant you a limited access and make personal use of the Site and the Service, but not to download (other than page caching) or modify the Site or any software which we use to operate the Service, or any portion of it, except with our express written consent.
- 3. You agree not to release, publish, or distribute any defamatory, offensive or derogatory comments about us or the Service (whether via the Service or otherwise) which we consider malicious and false, outside of a reasonable evaluation of our product and Service.

4. You agree that you will not:

- solicit log-in information or access an account belonging to someone else.
- bully, intimidate, or harass any user of the Site or the Service.
- do anything unlawful, misleading, malicious, or discriminatory using the Service or the Site.
- use the Service or the Site while promoting or conducting any business or service which is, in our opinion, illegal, offensive, which may cause financial, emotional, or psychological damage or harm.
- do anything to suggest, express or imply that statements made by you are endorsed by us.
- impersonate any other person whether or not that other person is a user of the
 Site or the Service.

7. Collection of Prohibited Data

- 1. We do not permit the use of the Calendly Service to store certain types of sensitive or financial data belonging to another individual without that individual's explicit permission. Such forms of data include any data defined as 'special category' data under the European General Data Protection Regulation (GPDR), financial, medical, or sensitive personal data and such other categories of data as we may notify you from time to time
- 2. In the event it is brought to our attention by whatever means that you have been storing data of a prohibited nature, whilst we will use reasonable endeavours to notify you in advance, we reserve the right to remove the data in question from the Membership Sites immediately without notice to you and, if we deem it necessary, delete your account and deny you access to the Service.

8. Viruses, hacking and other offences

- 1. You agree not to upload any files or post, distribute publish any files on the Site or using the Service or Facebook Groups that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.
- 2. You must not misuse our Site or the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 3. You must not attempt to gain unauthorised access to our Site or the Service, the server on which our site is stored, or any server, computer or database connected to the Site or Service.
- 4. You must not attack our Site or the Service via a denial-of-service attack or a distributed denial-of service attack.
- 5. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your Membership and right to use our Site will cease immediately.
- 6. We will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Site or the Service or to your downloading of any material posted on it, or on any website linked to it.

9. **Best Service**

Although we aim to offer you the best service possible, we make no promise that our Service will meet your requirements through the duration of the terms. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Site or the Service, you should report it to our support team by emailing support@HealEndometriosisNaturally.ZohoDesk.com and we will attempt to correct the fault as soon as we reasonably can.

Your access to the Service may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because we are unable to offer the Service for reasons beyond our control (such as a denial-of-service

attack (DDoS)). In this event we will attempt to restore the service as soon as we reasonably can. Access to the Site may be restricted whether or not you have registered with us. Any such restrictions or interruptions shall not constitute a breach by us of these terms.

10. Access to Site and Service.

- 1. We will operate the Site and the Service with the reasonable skill and care of an online service provider. The services provided do not extend to detailed monitoring or supervision of Content, Membership of the Site or verification of your availability or booking data.
- 2. Our liability is limited to the fullest extent permitted by law.
- 3. We will not be liable for unavailability of the Service or the Site in accordance with clause 9.
- 4. The Service may allow its Members to access Content and use the Service without detailed oversight or monitoring. While we put systems in place to allow for users and other third parties to report harassment, improper use of the Service and distribution of offensive, inaccurate, misleading, defamatory, fraudulent, or illegal Content, we do not make any warranties or guarantees in relation to use of the Service and the Site. If we are legitimately informed of any abuse or infringement of these terms in accordance with clause 14, we will attempt to resolve the matter and we may delete the relevant account and/ or removing inappropriate content as soon as we can.
- 5. We will not be liable for any personal, business, financial, or economic loss nor for any consequential or indirect loss (such as lost reputation, lost profit, or lost opportunity) arising as a result of your use of the Site whether such loss is incurred or suffered as a result of our negligence or otherwise. We will not be liable if Content you have posted and stored on the Site is lost, corrupted or damaged.
- 6. We will not be liable to users of the Service or to users who are Customers who use the Service to make a booking and our liability to subscribers will be limited to a maximum of one month's subscription charges.
- 7. Nothing in these terms will limit our liability for fraud or for death or personal injury caused because of our negligence.
- 8. If you have a dispute with any other user of our Service arising from their use of the Service, you agree to pursue such claim or action independently of us, and you release us from all claims, liability and damages arising from any such dispute.

11. Cancellation, Refunds and Termination

- 1. If you have been offered a place into any of the online Programs and enrolled into i.e., 21 Day Challenge, Embracing Emotions Program (5 Week or 10 Weeks), 22 Weeks EndoBoss® Academy, (12 Week Foundation Program and 10 Week Advanced Program), or any of the Coach Programs you have the statutory right 7 days from date of payment to cancel and be issued with a refund less a 10% administration fee. Please email support@HealEndometriosisNaturally.ZohoDesk.com and allow 10 -14 days for the refund to be credited to your credit card.
- 2. Please email support@HealEndometriosisNaturally.ZohoDesk.com with your reasons before midnight (12am) on the 7th day from payment. From the 8th day onwards no refund is offered. However, if you are using the payment plan option and cease to make the monthly payments to any of the Programs or Membership Sites you will be given a 3-day (72 hours) notice period reminder in which to pay. Failure to do so will result in all access of Program(s) Membership Site being revoked and cancelled.
- 3. **DIGITAL PRODUCTS.** Please note that there are no refunds offered on any downloadable digital products or eBooks purchased and downloaded after payment has been made. (*There is a 48-hour cancellation notice period which is available to cancel a purchase of the Free Book paperback book offer).
- 4. Access to the Membership Programs will be given once the Medical Disclaimer and Personal Declaration forms have been signed and photograph returned by email to; Support@HealEndometriosisNaturally.ZohoDesk.com.
- 5. All rights to the educational information, MasterClasses, Webinars, slides, homework, downloads, and content, remain the full ownership and copyright of Heal Endometriosis Naturally, EndoBoss®, Embracing Emotions and Wendy K Laidlaw and are protected by Copyright law.
- 6. The information on any of the Membership Sites are not designed to replace the advice or guidance of a professional medical doctor, consultant, or physician. Please use this information responsibly. HealEndometriosis Naturally, EndoBoss® Embracing Emotions, EndoBoss® Coaches and Wendy K Laidlaw cannot be held responsible for the misuse of this information.
- 7. If any symptoms worsen or increase or new symptoms arise, please consult with your doctor. It is beyond the scope of this Program to provide feedback in this regard.

- 8. Please be mindful that our insurance company requires us to record all coaching calls due to the medical and sensitive nature of the engagements. The recordings keeps everyone safe and clear about the content of conversations and client expectations. However, please note that recorded coaching calls are only listened to by Wendy K Laidlaw to ensure the quality of coaching remains high with her EndoBoss® Coaches. No private coaching calls are used for training purposes and digitally stored in a secure and private online location.
- 9. At the end of the Programs or Membership access to the respective site(s) will cease 14 days afterwards unless you wish to continue access through the EndoBoss® Alumni Club which is a subscription service.
- 10. Once you are subscribed to a subscription plan but then wish to cancel your subscription, you can do this by:
 Sending an email to; support@HealEndometriosisNaturally.ZohoDesk.com stating you wish to cancel your subscription and requesting that we do this on your behalf.

11(b). Cancellation and Termination

- 1. Following cancellation of your subscription plan via any of the above methods, you will no longer be charged any fees under your subscription plan. If there is any remaining time on your existing paid subscription, your access to paid-for features will continue until its expiry date unless you contact us to specifically request that we remove your account's access to paid-for features immediately.
- 2. There will not be any automatic refunds or credits given for this unused period (see paragraphs below for our refund policy). After this time, any paid-for features enabled on your account by virtue of your now terminated subscription plan will stop working.
- 3. You may access the Service using an account which is paid for by another organisation in accordance with a separate agreement made between the organisation in question and us. Please note we reserve the right to cancel or suspend your account if the organisation in question defaults on payment or certain of its other obligations under its agreement with us, and your account will expire on termination or expiry of our agreement with that organisation.
- 4. If you wish to terminate your Membership by deleting your account, you can do this by sending an email to Support@HealEndometriosisNaturally.ZohoDesk.com

- stating you wish to delete your account and requesting that we do this on your behalf.
- 5. Following receipt of a request to terminate your Membership via either of the above methods, we will delete your account and any data associated with it. Please note that terminating your Membership will lead to deletion of your data and we will not be able to recover any of this data once it has been deleted.
- 6. We reserve the right to terminate your Membership immediately without notice if in our opinion you have breached these terms. In the event of termination, we will delete your account and you will no longer have access to the Service.
- 7. We may at any time suspend your account while we investigate a suspected or alleged breach of these terms. In the event of a suspension, we will notify you and invite you to make representations. If, following receipt of your representations we are not satisfied we may proceed to terminate your account.
- 8. If you subscribe to a monthly or 12-month subscription plan and decide to cancel your subscription plan within 7 days of your initial subscription date, we will refund the full amount of any sums already paid by you less a 10% Administration Fee.
- 9. If you subscribe to a monthly or 12-month subscription plan and decide to cancel your subscription plan on a date more than 7 days AFTER your initial subscription date, you will not be entitled to a refund of any advance sums paid by you.
- 10. Fees paid for the use of the HealEndometriosisNaturally, or EndoBoss® products or services after the 8th day are non-refundable in any circumstance.
- 11. In exceptional circumstances, HealEndometrisoisNaturally or EndoBoss® or Embracing Emotions may refund in excess of our default policy as set out in the paragraphs above. In such circumstances we reserve the right to charge a minimum administration fee of 10% or minimum of£500 or one-month's subscription charge (whichever is the higher).
- 12. If your subscription is terminated and a period of two months elapses during which you do not reinstate your subscription or purchase an alternative subscription, we reserve the right to expire any remaining credit on your account and to delete your account and its associated data without notice.

12. Data Protection

- 1. In this clause "Data Controller", "Data Processor", "Data Subject", and "processing" will have the same meaning as in the General Data Protection Regulation.
- 2. We request that all personal information that you provide is accurate, current, and complete.
- 3. Any information which is collected using the Service for which we are the Data Controller (for instance log in information or contact information for our customers or subscribers or opening questionnaires) will be held by us in accordance with Privacy Policy Notice.
- 4. It is agreed that that for the purposes of the GDPR you are the Data Controller, and we are the Data Processor as regards any data relating to calendar appointments or any other personal data which your customers or clients submit via the Service ("Subscriber Personal Data"). Please note that calendar data may also be held by a third-party calendar service (such as Google Calendar) and they will hold that data in accordance with their privacy terms.
- 5. Our Privacy and Data Protection Notice includes details of the scope, nature and purpose of the processing of data where we are the Data Processor, the duration of the processing, the types of personal data processed, and the data subjects involved as required by Article 28(3) of the General Data Protection Regulation (GDPR).
- 6. You agree to comply with applicable requirements of any laws and regulations relating to data protection in relation to your processing of Subscriber Personal Data.

 We agree to comply with the provisions of the GDPR and these Terms.
- 7. We agree that we will not process Subscriber Personal Data other than as required in order for us to deliver the Service, as set out in these Terms, as specified in our Privacy and Data Protection Notice or in accordance with your written instructions unless required by law in which case we will (to the extent permitted by law) inform you of that legal requirement before the processing.
- 8. We agree that all staff who have access to and/or process Subscriber Personal Data are obliged to keep the Subscriber Personal Data confidential.
- 9. We will ensure that we have in place appropriate technical and organisational measures to ensure that Subscriber Personal Data is subject to an appropriate level of security, including to the extent required the measures referred to in Article 32(1) of the GDPR. In reaching our judgement as to the appropriate level of security we will

- consider current technology, costs of implementation and the nature, scope, context and purposes of the processing we undertake as well as the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage of the Subscriber Personal Data.
- 10. If you are based inside the European Economic Area, we will not systematically transfer any Subscriber Personal Data outside the European Economic Area unless there are appropriate safeguards in relation to the transfer and we are providing an adequate level of protection to any Subscriber Personal Data that is transferred. Our Privacy and Data Protection Notice explains some of the circumstances in which Subscriber Personal Data may be transferred outside of the EEA.
- 11. We will notify you without undue delay upon becoming aware of any data breach affecting Subscriber Personal Data and we will assist you in responding to any request from a Data Subject and in ensuring compliance with your obligations under Data Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 12. We will maintain complete and accurate records and information to demonstrate our compliance with these Terms and Data Legislation and we will cooperate with and allow for audits by you or your designated auditor in relation to the Processing of Subscriber Personal Data by us.
- 13. You agree that we may use third party processors as described in our Privacy and Data Protection Notice or agreed with you. We will give you notice of the appointment of any new third-party processor, including full details of the processing to be undertaken by that third-party processor. If you notify us in writing of any objections (on reasonable grounds) to the proposed appointment, we will not appoint the third-party processor until reasonable steps have been taken to address the objections raised by you and you have been provided with a reasonable written explanation of the steps taken.
- 14. With respect to each third-party processor, we will take steps to ensure that the applicable terms with that processor will offer at least the same level of protection for Subscriber Personal Data as those set out in this agreement and which meet the requirements of article 28(3) of the GDPR. As between you and us, we will remain fully liable for all acts or omissions of any third-party processor appointed by us.

- 15. We will delete Subscriber Personal Data following termination of your subscription if requested in writing by you. We may retain Subscriber Personal Data if required by law only to the extent and for such period as required by those laws.
- 16. All notices sent to you will be sent to the email address provided with your registration details (as updated by you). By accepting these terms, you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing.

13. Intellectual Property

- 1. By providing Content for distribution by the Service you expressly grant us a royalty-free, irrevocable licence for such period as you use the Service to use such Content in order to deliver the Service to you.
- 2. The format and content of this Site is protected by law in Scotland, United Kingdom and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on this Site.
- 3. This Site or any portion of this Site or material may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or reutilise parts of the contents of the Site without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Site without our express written consent.
- 4. The HealEndometriosisNaturally logo, EndoBoss® logo and Embracing Emotions logo are registered trademarks in the European Union and in the United States, and "HealEndometriosisNaturally" and "EndoBoss®" are proprietary trading styles of Wendy K Laidlaw Limited. All rights in our trademarks and trading styles are fully reserved.

14. Notice, Take-Down and Suspension

1. We will make all reasonable efforts to delete accounts which are being used in breach of our terms and conditions and to identify and remove Content that is defamatory or

- infringing on intellectual property rights when we are notified but we cannot be responsible if you have failed to provide the relevant information.
- 2. In the event that you believe that your account is being used in an inappropriate manner or that any Content which is distributed using the Service is defamatory or infringing on intellectual property rights you should notify us in writing either by email to support@HealEndometriosisNaturally.ZohoDesk.com including the following:
 - Your full name and contact details, including postal address, telephone number and e-mail address;
 - The exact URL at which the defamatory or infringing Content appears;
 - The Content that you believe is defamatory or infringing on intellectual property rights;
 - The reasons that you believe the Content is defamatory or infringing on intellectual property rights;
 - A statement confirming that you are authorised to act on behalf of the claimant or rights holders; and
 - A signed declaration truth in respect of the information in the notice.
- 3. Any statement made under this clause 15 may be used in court proceedings.

15. **International Use**

1. You shall comply with all foreign and local laws and regulations which apply to your use of our Site in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

16. **General**

- 1. These conditions are governed by and construed in accordance with the laws of Scotland, United Kingdom. You agree, as we do, to submit to the non-exclusive jurisdiction of the Scottish law courts.
- 2. If you breach these terms and conditions and you decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.
- 3. We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.
- 4. We may make reasonable changes to the format of the Site, services provided or to the Site's content at any time without notice.

For further details please contact either contact us via email: support@HealEndometriosisNaturally.ZohoDesk.com

Or, if you would rather, you can write to us:

483 Green Lanes

London

Greater London

N13 4BS