WEBSITE TERMS OF USE

The websites at www.natalietrusdale.com and www.natalietrusdale.co.uk **("the Website")** are owned and operated by Natalie Trusdale: Self Esteem Coaching **("we" "us", "our").** We are registered in England and Wales under company number]. Our business address is Whalley Road, Clitheroe, BB7 9DZ, England and our contact email address is contact@natalietrusdale.com (**"we", "us", "our"**).

By visiting and using our Website, our other online platforms or social media channels, and/or purchasing our products or services or requesting information in relation to our products or services you agree to be bound by these Terms of Use.

For the purposes of these Terms of Use, the definition of Website shall include our other online platforms or social media channels.

Please read these Terms of Use carefully before using our Website. If you do not agree to be bound by these Terms of Use, then you must not use or access our Website.

Should you have any questions concerning the content of these Terms of Use then please contact us at bodyimagecoaching@outlook.com.

1. Use of the Website

1.1. We make no charge for access to our Website.

1.2. Should you wish to use our Website then it is your responsibility to put in place the necessary requirements to allow you to access and use our Website. We shall not be liable to you in the event you are unable to access or use our Website.

1.3. Our Website is available on an 'as available' basis. We reserve the right to suspend, change or remove our Website at any time for any reason and without notice. We shall not be liable to you in any way in the event our Website or any part of it is out of date, unavailable or inaccessible at any time.

1.4. Our Website is intended to be accessed and used by individuals who are over the age of 18 and have the required mental capacity to understand and agree to these Terms of Use. By continuing to access and use our Website you are confirming that you are over 18 years old. Any individual under the age of 18 that accesses this Website does so on an unauthorised basis.

1.5. References to the Website within these Terms of Use apply regardless of how you access the Website.

1.6. If you purchase a product or service from us then you will be asked to agree to separate Terms and Conditions associated with that product or service and those terms will prevail in the event there is a dispute or issue in the future.

1.7. Where we provide you with a password, code, or other access in connection to our Website you agree to keep that access information confidential, private and secure. In the event we consider that you have failed to comply with this requirement then we reserve the right to suspend or terminate your secure access, such decision to be at our absolute discretion.

1.8. We reserve the right to make changes to these Terms of Use at any time. Whilst we shall use our best endeavours to notify you of any changes by displaying a notice of any changes on our Website, it is your responsibility to ensure that you check these Terms of Use from time to time so that you are aware of any changes, updates or amendments.

2. Intellectual Property Rights

2.1. All content that is displayed on our Website and on or within our social media channels, which includes, but is not limited to, website design and layout, text, images, logos and graphics, video, data, code, audio, document files, software and any other resources and information (**"Content"**) belongs to us and all copyright, moral ownership and any other intellectual property rights that arise and/or exist within that Content (and any and all derivatives of it) is owned exclusively by or licenced to us. All content and information are protected by the intellectual property laws applicable to the United Kingdom as well as international intellectual property laws and treaties.

2.2. When using and accessing our Website you agree not to copy, reproduce, amend, repost, share, publish, distribute, rent, sell or store any of the Content or assist others in carrying out any such activities, unless express written permission has been obtained from us.

2.3. You may use and access our Website as follows:

2.3.1. to view the Website in a web browser;

2.3.2. to download or print any free resources which are explicitly marked suitable for download;

2.3.3. to download the Website or parts of it for caching.

2.4. You must not use our Website or any of its content for:

2.4.1. commercial purposes or benefits without first obtaining our express written permission or licence if applicable;

2.4.2. any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

2.5. In the event of any breach of clauses 2.1 - 2.4 arising, we reserve our right to immediately terminate your use and access of our Website along with the immediate termination of any services which you may have purchased from us, without refund. You will also be required to destroy any copies of Content which you hold. We also reserve the right to take action in respect of your breach to the full extent of the law.

2.6. Where we offer a free resource on our Website or through our social media channels, whether this is offered as a free gift or in exchange for your personal information, by viewing or downloading that free resource you accept and understand that it is only to be used for your own personal benefit and should not be copied, altered, distributed or otherwise shared.

3. **Privacy and Data Protection**

3.1. Please refer to our separate Privacy Notice and Cookie Policy displayed on our Website for further information on how we process your personal information and our use of cookies and other similar technologies. The content of those policies is incorporated into these Terms of Use.

3.2. Any and all personal information that you may provide to us or that we may collect through your use of our Website will be processed in accordance with the provisions of the relevant Data Protection laws and legislation and in accordance with the terms of our Privacy Notice.

4. Disclaimer

4.1. All information provided on our Website is provided for general information purposes only. Nothing on our Website constitutes advice and should not be taken or interpreted as such. It is your responsibility to ensure and check that any Content, goods or services available on or through our Website satisfy your specific expectations or requirements.

4.2. We make no warranty, guarantee or representation that the Website or any Content is:

4.2.1. accurate, up to date or free from any errors or inaccuracies;

4.2.2. accessible and/or compatible with your hardware and software;

4.2.3. not capable of infringing any third-party rights; or

4.2.4. suitable to meet your required expectations or needs.

4.3 Where we use testimonials or feedback from our customers and/or clients on our Website this content is not to be taken as a guarantee that any current or future customers or clients will receive the same benefits or results. Testimonials are included on the Website purely as an example of the experiences other individuals have encountered in connection with our products or services.

5. Liability

5.1. We accept no liability to any user (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, whether foreseeable or not, for:

5.1.1. loss, damage, or expenses of any kind such as loss of data, income, profit, business, goodwill;

5.1.2. any direct, indirect or inconsequential losses or damage;

5.1.3. any claims by third parties;

which arise in connection with your use and access of our Website or the use or reliance upon any Content or other information found on our Website.

5.2. We shall exercise reasonable care and skill to ensure that our Website is free from viruses and any other malicious software. We accept no liability for any loss or damage resulting from a virus or other malicious software or any other event occurring that causes damage to your hardware, software, or any of your data which arises as a result of your use or access to our Website.

5.3. Nothing in these Terms of Use excludes or limits our liability for:

5.3.1. Death or personal injury caused by our negligence;

5.3.2. Fraud or fraudulent misrepresentation by us; or

5.3.3. Any other liability that cannot be excluded or limited by applicable law.

5.4. We reserve the right to modify, suspend, or otherwise withdraw access to all or part of our Website at any time and accept no liability in connection with such action.

6. **Acceptable usage of our Website, other platforms and social media channels**

6.1. You must only use and access our Website and our social media channels in a way which is lawful and in accordance with these Terms of Use and in particular:

6.1.1. you must ensure that you comply fully with any applicable local, national and international laws, guidance and regulation;

6.1.2. you must not use our Website or other social media channels in a way which is unlawful and/ or fraudulent;

6.1.3. you must not use our Website or any of our social media channels to transmit data that contain any form of virus, malicious software or code which is designed to cause damage or could have an adverse effect on any computer hardware or software;

6.1.4. you must not use our Website or any of our social media channels in any way that will, or is intended to, cause upset, distress or harm to any individual in any way;

6.1.5. you must not try to gain unauthorised access to our Website or any social media channels or any computer hardware or software connected to our Website.

6.1.6. you are permitted to post to our Website or social media channels where such posting is permitted. In such cases, posting shall include but not be limited to, posting your original content, commenting on posts or in response to emails, commenting on social media live streams or videos. Where you choose to post any information on our Website or social media channels you are representing that you are at least 18 years of age. We shall not be responsible for reviewing or confirming the accuracy of any Content posted by you;

6.1.7. where you choose to post as set out in sub-clause 6.1.5 above, you agree that you will not post any content or information which could cause damage, harm, upset or distress to another user of our Website or social media channel or that may cause

damage to our business or reputation. In the event it is determined that you have posted any content or information in breach of this sub-clause 6.1.6 then we reserve the right to remove such content immediately, to terminate your access to our Website and/or our social media channels and to take such action as is necessary to the full extent of the law;

6.1.8. where you choose to post any content or information as set out in sub-clause 6.1.5 you are also providing us with a full and unlimited, non-exclusive and unrestrictive world-wide licence to use, copy, publish, distribute and sell the content you post in whole or in part. By posting you are agreeing to waive your intellectual property rights in relation to the content you post. We are under no obligation to identify you or otherwise credit you as the author of any content which you post and which we may choose to use.

6.2. We reserve the right to suspend or terminate your access to our Website or our social media channels where we determine that you are in material breach of this Clause 6 or any other conditions contained within this Terms of Use document. We further reserve the right to disclose your identity to any relevant third party and to take legal proceedings against you for reimbursement of any costs we incur as a result of your breach.

7. Links to third party websites

7.1. The Website may contain links to other websites. We are not responsible for these websites and they are not under our control. We have no knowledge of the privacy policies and practices of those sites, their site content, or whether cookies or other tracking devices are used and therefore we do not accept responsibility for, nor any liability in connection with, these third-party websites. If you have any concerns regarding the privacy of your information you should ensure you are aware of the privacy policies and terms of use of those sites before accessing them or disclosing any personal information.

8. Links to our Website

8.1. Subject to clauses 8.1.1 to 8.1.4 below, you may link to our Website provided the following conditions are met:

8.1.1. You have obtained our written permission;

8.1.2. the link is undertaken in a fair manner;

8.1.3. the link is owned by you;

8.1.4. the link is not unlawful and does not damage our reputation or seek to take advantage of it;

8.1.5. the link does not suggest or imply any form of association, partnership, approval or endorsement on our part where none exists; and

8.1.6. you do not use any images, logos, trademarks, branding details or other content displayed on our Website without our express written permission.

8.2. We reserve the right to withdraw our permission to allow links to our Website at any time and for any reason. In the event that we exercise our discretion to withdraw such permission then, upon request, you agree to immediately remove any links to our Website.

9. Changes to these Terms of Use

9.1. We reserve the right to alter or amend these terms without notice. Should these Terms of Use be altered or amended, then an updated document will be posted on the Website.

9.2. Your first use of our Website after the date of any alterations or amendments will constitute acceptance of such changes therefore, we recommend you review these Terms of Use regularly to keep informed of any changes.

10. Applicable Law

10.1. These Terms of Use shall be governed by the laws of England and Wales and any dispute shall be dealt with under the exclusive jurisdiction of the Courts of England and Wales and the law from time to time in force.