

## **LIFE IS ENERGY WEBSITE - LEGAL NOTICES**

### **TERMS OF WEBSITE USE**

These terms of use tell you how you may make use of the website [www.lifeisenergy.co.uk](http://www.lifeisenergy.co.uk) (**site**). Use of the site includes accessing and browsing the site. By using the site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use the site.

### **INFORMATION ABOUT US**

Www.lifeisenergy.co.uk is a site operated by Life is Energy Limited (LIEL"). LIEL is a limited company registered in England and Wales under company number 07331933 and has its registered office at Cullips House, 4 Nesbitts Alley, Barnet, Herts EN5 5XG.

### **CHANGES TO OUR SITE AND/OR TO THESE TERMS**

These terms of use may be amended at any time. Please check these terms from time to time to take notice of any changes made, as they are binding on you.

The site may be updated from time to time, and may change the content at any time. However, please note that any of the content on the site may be out of date at any given time, and LIEL is under no obligation to update it. LIEL does not guarantee that the site, or any content on it, will be free from errors or omissions.

### **PRIVACY POLICY**

LIEL is committed to protecting and respecting your privacy. These terms set out the basis on which any personal data collected from you, or that you provide to LIEL, will be processed by it. Please read the following carefully to understand the views and practices regarding your personal data and how LIEL will treat it. By visiting [www.lifeisenergy.co.uk](http://www.lifeisenergy.co.uk) you accept and consent to the practices described in these terms. For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Life is Energy Limited of Cullips House, 4 Nesbitts Alley, Barnet, Herts EN5 5XG. LIEL's nominated representative for the purpose of the Act is Lucy Paltnoi.

### **INFORMATION WE MAY COLLECT FROM YOU**

LIEL may collect and process the following data about you:

- **Information you provide.** You may provide information about you by filling in forms on the site or by corresponding by phone, e-mail or otherwise. This includes information you provide when you subscribe to services and when you report a problem with the site. The information you give may include your name, address, e-mail address and phone number.

### **USES MADE OF THE INFORMATION**

Information held about you may be used in the following ways:

- **Information you provide.** LIEL may use this information:
  - to carry out obligations arising from any contracts entered into between you and us and to provide you with the information and services that you request;
  - to provide you with information about other LIEL services that are similar to those that you have already purchased or enquired about;
  - to provide you, or permit selected third parties to provide you, with information about goods or services that may interest you. LIEL will only contact you by electronic means (e-mail or SMS) with information about similar services. If you do not want your data used in this way, or passed your details on to third parties for marketing purposes at any time then please email [lucy@lifeisenergy.co.uk](mailto:lucy@lifeisenergy.co.uk); and
  - to notify you about changes to the service(s).
- **Information collected about you.** LIEL may use this information:
  - to administer the site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve the site to ensure that content is presented in the most effective manner for you and for your computer;
  - to allow you to participate in interactive features of the service, when you choose to do so;
  - as part of efforts to keep the site safe and secure;
  - to measure or understand the effectiveness of advertising, and to deliver relevant advertising to you;
  - to make suggestions and recommendations to you and other users of the site about goods or services that may interest you or them.

### **DISCLOSURE OF YOUR INFORMATION**

LIEL may share your personal information with any member of its group, which means its subsidiaries, any ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- Analytics and search engine providers that assist us in the improvement and optimisation of our site.

LIEL may disclose your personal information to third parties:

- in the event of a sale or purchase of any business or assets, in which case LIEL may disclose your personal data to the prospective seller or buyer of such business or assets.
- If LIEL or substantially all of its assets are acquired by a third party, in which case personal data held by it about its existing and previous clients will be one of the transferred assets.
- if LIEL is under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply terms and other agreements; or to protect the rights, property, or safety of Life is Energy Limited, its clients, or others.

### **WHERE WE STORE YOUR PERSONAL DATA**

The data that LIEL collects from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed outside the EEA, for such purposes as may include, among other things, the provision of support services. By submitting

your personal data, you agree to this transfer, storing or processing. LIEL will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although LIEL seeks to protect your personal data, it cannot guarantee the security of your data transmitted to the site; any transmission is at your own risk. When LIEL has received your information, it will use strict procedures and security features to try to prevent unauthorised access.

#### **YOUR RIGHTS**

You have the right to ask LIEL not to process your personal data for marketing purposes. LIEL will usually inform you (before collecting your data) if it intends to use your data for such purposes or to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms used to collect your data. You can also exercise the right at any time by contacting [lucy@lifeisenergy.co.uk](mailto:lucy@lifeisenergy.co.uk)

The site may, from time to time, contain links to and from the websites of partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that LIEL does not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

#### **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information LIEL holds about you.

#### **PROHIBITED USES**

You may use the site only for lawful purposes. You may not use the site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. LIEL will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the site will cease immediately.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the site in contravention of the provisions of these terms of website use; and
- not to access without authority, interfere with, damage or disrupt:
  - any part of the site;
  - any equipment or network on which the site is stored;
  - any software used in the provision of the site; or
  - any equipment or network or software owned or used by any third party.

#### **ACCESSING THE SITE**

The site is made available free of charge. LIEL does not guarantee that the site, or any content on it, will always be available or be uninterrupted. Access to the site is permitted on a temporary basis. LIEL may suspend, withdraw, discontinue or change all or any part of the site without notice. LIEL will not be liable to you if for any reason the site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **INTELLECTUAL PROPERTY RIGHTS**

LIEL is the owner of all intellectual property rights in the site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the site for your personal use only. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. LIEL's status (and that of any identified contributors) as the authors of content on the site must always be acknowledged. You must not use any part of the content on the site for commercial purposes without obtaining a licence to do so from LIEL or its licensors. If you print off, copy or download any part of the site in breach of these terms of use, your right to use the site will cease immediately and you must, at LIEL's option, return or destroy any copies of the materials you have made.

#### **NO RELIANCE ON INFORMATION**

**Neither Life is Energy Limited nor Lucy Paltnoi provide medical or psychological advice, opinions, counsel, diagnoses, treatments, or guarantee of results. Lucy Paltnoi is not medically qualified and her energy work is not a replacement or substitute for appropriate medical or psychiatric care. Lucy is not responsible for the misuse of her suggestions or comments. Do not attempt to self-treat an illness based on information in this website or in consultation with Lucy. If you have or suspect you may have a medical or psychological problem, please consult your doctor immediately. Do not disregard professional medical or psychological advice or delay in seeking it due to any information on this website or in consultation with Lucy. Always consult with your medical doctor or psychologist about your individual health care needs and any symptoms that may require diagnosis and treatment, medical attention or psychological care.**

The content on the site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the site.

Although LIEL makes reasonable efforts to update the information on the site, it makes no representations, warranties or guarantees, whether express or implied, that the content on the site is accurate, complete or up-to-date.

#### **TESTIMONIALS**

LIEL may post testimonials on the site regarding client's experiences of the services. LIEL believes these testimonials reflect experiences that are representative of its clients' experiences generally. However, this does not imply that every client will experience the exact same or similar results as described in any testimonial and LIEL does not provide any promise or guarantee otherwise.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of use excludes or limits LIEL's liability for death or personal injury arising from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, LIEL excludes all conditions, warranties, representations or other terms which may apply to its site or any content on it, whether express or implied.

LIEL will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the site; or
- use of or reliance on any content displayed on the site.

If you are a business user, please note that in particular, LIEL will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that LIEL only provides the site for domestic and private use. You agree not to use the site for any commercial or business purposes, and LIEL has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

LIEL will not be liable for any loss or damage caused by a virus, 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 the site or to your downloading of any content on it, or on any website linked to it.

LIEL assumes no responsibility for the content of websites linked on the site. Such links should not be interpreted as endorsements by LIEL of those linked websites. LIEL will not be liable for any loss or damage that may arise from your use of them.

LIEL does not guarantee that the site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the site. You should use your own virus protection software.

#### **LINKING TO OUR SITE**

If you wish to link to the site, please contact [lucy@lifeisenergy.co.uk](mailto:lucy@lifeisenergy.co.uk). You must not establish a link in such a way as to suggest any form of association, approval or endorsement with LIEL where none exists. You must not establish a link to the site in any website that is not owned by you. LIEL's site must not be framed on any other site, nor may you create a link to any part of the site other than the home page. LIEL reserves the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with these terms of use.

#### **SUSPENSION AND TERMINATION**

LIEL will determine, in our discretion, whether there has been a breach of this policy through your use of the site. When a breach of this policy has occurred, LIEL may take such action as it deems appropriate. Failure to comply with this policy constitutes a material breach of these terms of use and may result in LIEL taking all or any of the following actions (without limitation):

- Immediate, temporary or permanent withdrawal of your right to use the site and/or removal of any posting or material uploaded by you to the site.
- Issue of a warning to you.
- Legal proceedings against you, including without limitation for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Disclosure of such information to law enforcement authorities as LIEL reasonably considers necessary.

LIEL excludes liability for its actions taken in response to breaches of this policy.

#### **APPLICABLE LAW**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and LIEL both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. You and LIEL both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **CONTACT US**

To contact us, please email [lucy@lifeisenergy.co.uk](mailto:lucy@lifeisenergy.co.uk). Thank you for visiting the site.