

HABITUDE LIMITED

TERMS OF WEBSITE USE & PRIVACY POLICY: MARCH 2018

Terms of Use

This page tells you how you may use our website Habitude.co.uk (**our site**). Please read these terms of use carefully before you start to use our site. We recommend that you print a copy of this for future reference.

By using our 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 our site.

Information about us

Our site is operated by Habitude Limited ("We"). We are registered in England and Wales under company number **09953299** and our registered office address is at Top Floor, 137 Harley Street, London, United Kingdom, W1G 6BG

Changes to these terms

We may revise these terms or our privacy policy at any time by amending this page. We will state on our website any substantial changes but please check this page from time to time to take notice of any changes made, as they are binding on you.

Accessing our site

Our site is made available free of charge. We may update our site and change the content at any time. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

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

Content of the site

The content on this 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 our site.

Although we make reasonable efforts to update the information on our site we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We will not be liable to you 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 your use or inability to use our site or use of or reliance on content displayed on our site.

In particular, we 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 inconsequential loss of damage

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our 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 download extracts of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.

You must not modify copies of any materials from our site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us.

If you copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Viruses

We do not guarantee that our 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 our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. 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 right to use our site will cease immediately.

Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

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 we both agree to 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. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Privacy Policy

Controller

Habitude Limited, Top Floor, 137 Harley Street, London, W1G 6BG, registered company 09953299 is the data controller and responsible for your personal data.

If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact:

Habitude Limited, Top Floor, 137 Harley Street, London, W1G 6BG

Email address: info@habitude.co.uk

We comply with the requirements of the Data Protection Act 1998 (the DPA) and, with effect from 25th May 2018, the General Data Protection Regulation (GDPR).

The data we collect about you

We only record your personal information when you give it to us, by registering for our newsletter through our site, booking an appointment or a class online or by corresponding with us by phone, e-mail or otherwise. The information you give us may include your name, address, e-mail address and phone number. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

How we use your data

We will use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

We are required by law to make sure that it is kept securely and have internal procedures in place to help protect your personal information from attempts to access, steal, use or share it.

When we collect your information we will state if it will be used to contact you in the future. If you would prefer not to receive information about other services we offer or about any changes to our services, then you will be able to choose not to receive those communications either at the time of collection, or at any time afterwards by emailing info@habitude.co.uk or hello@habitude.co.uk.

We will keep your information while we deliver the services you have requested, and for a period of seven years afterwards to comply with our legal obligations.

If you are a newsletter subscriber, we will keep your name and the email address you provide until you unsubscribe which you may do at any time. A link to unsubscribe is provided in each email newsletter.

Cookies

Our website uses cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

The cookies we use are "analytical" cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are

finding what they are looking for easily. All cookie data we collect is anonymous. We do not use cookies to collect or store users' personal information.

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.

Third Parties

Your personal information will not be passed on to other companies for marketing reasons. We may share your personal information with suppliers and sub-contractors to enable the performance of any contract we enter into with you.

We will disclose your personal information to third parties:

- If we are legally obliged to share that information
- To protect our rights, property, or the safety of the people we work with
- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.
- If Habitude Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

We do not store payment details or share payment details with third parties

International Transfers

Some of our suppliers are based outside the European Economic Area (EEA) so their processing of your personal data may involve a transfer of data outside the EEA. Whenever we transfer your personal data out of the EEA, we will ensure a similar degree of protection is afforded to it by ensuring those suppliers have safeguards in place (for example, that our contract with them meets EU standards, or that US suppliers are part of the Privacy Shield).

Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of the EEA.

If you have a complaint about how we have used your personal information, please contact us in the first instance. If you are not satisfied with our response, you can complain to the Information Commissioners' Office (ICO) www.ico.org.uk

Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data. In summary this includes the following rights:

- Request access to your personal data;
- Request correction of your personal data;
- Request erasure of your personal data;
- Object to processing of your personal data;

- Request restriction of processing your personal data;
- Request transfer of your personal data; and
- Right to withdraw consent.

If you wish to exercise any of the rights set out above, please contact us at

~~info@habitude.co.uk~~ hello@habitude.co.uk

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these limited circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Thank you for visiting our site. We welcome your comments - if you find anything incorrect, not working or want to say anything else, please contact ~~info@habitude.co.uk~~ hello@habitude.co.uk