

Aligned Life Ltd General Terms and Conditions

1. Introduction

1.1 These Terms and Conditions (“**Terms**”) along with our privacy notice, available at diananash.co.uk (the “**Website**”) set out the basis on which we provide access to our Website and the provision of any services or products to you through our Website and/or our associated social media channels or groups. When you access, visit or use our Website or purchase any of our services or products, as defined below, you agree to be bound by them. If you do not intend to be bound by them then you should **not** visit our Website or purchase any of our services or products.

1.2 If you purchase a particular programme or other service or product then you may be asked to agree to separate Terms and Conditions which are specific to that programme, product or service. Should a dispute or conflict arise then any separate terms that are agreed will take priority over these Terms.

2. Accessing our Website

2.1 Our Website is intended for individuals over the age of 18. If you are under 18, or you do not have the mental capacity to understand and accept these Terms, then you should **not** access or use our Website.

2.2 For the purposes of these Terms, the definition of Website includes our other online platforms or social media channels.

2.3 Access to our Website is provided free of charge on an ‘as available’ basis and we shall not be liable if you are unable to use or access it for any reason.

2.4 Through our Website and the sale of our Services and Products, our aim is to provide you with materials, information, resources, data and guidance (“**Content**”) to support your personal development, healing and growth. Unless we state otherwise, all Content is intended for general access and information only and should not be taken or relied upon as advice, guidance or information personal to your own situation or circumstances. If you choose to make a decision based upon Content we provide, you do so at your own risk. We do not accept liability for any direct, special, indirect or consequential damages, or any other damages of whatsoever kind arising from use or loss of use, data, profits, reputation or goodwill or any such anticipated losses whether arising in contract, negligence or other tortious action due to or connected with your use of our Website or any Content obtained either directly or indirectly from our Website or as part of your purchase of our Services or Products.

3. Our Services and Products

3.1 We provide online and live events, courses, workshops, personal, spiritual healing and development and training (“**the Services**”) along with personal, spiritual development related physical and non physical products (“**the Products**”). Further details of our Services and Products can be found on our Website.

4. Your purchase of our Services or Products

- 4.1.** When you place an order to purchase any of our Services or Products ("**Order**"), you are confirming that you are over 18, that you are legally capable of entering into a legally binding contract and that all information you provide to us is true and accurate.
- 4.2.** Your purchase of any Service or Product is a contractual offer that we may choose to accept. Our legally binding agreement begins when we confirm acceptance of your Order by sending our confirmation email.
- 4.3.** If your Order is not accepted, we will notify you by email and provide a full refund.
- 4.4.** Details of our Services and Products can be found on our Website. The Service or Product you purchase shall be delivered in accordance with the details displayed on the relevant sales page at the time your purchase is made.
- 4.5.** All images shown on our Website are for illustrative purposes only and any sizes or dimensions are approximate. We accept no liability for colours not matching the colour displayed on your viewing monitor.
- 4.6.** If your purchase includes digital content or other content available for immediate access or download, then when you place your Order you acknowledge that by receiving immediate access that you will lose any right you may have to cancel your Order other than as set out within these Terms. Please see our refund policy, below, for further details.
- 4.7.** If we become aware that a Service or Product on our Website is incorrectly priced, where the correct price is lower than the price shown on our Website, we shall charge the lower amount. Where the item's correct price is higher than the price shown on the Website, we shall contact you to ask whether you wish to proceed with your purchase at the correct, higher price, or we shall reject your Order and notify you that your Order has been rejected.
- 4.8.** Where a pricing error exists and that error is obvious, unmistakable and could have been reasonably recognised by you then we shall have no liability or obligation to provide the Service or Product to you at the lower, incorrect price.
- 4.9.** Where we offer a discount or other promotional offer or code then these will be subject to individual terms and conditions.

5. That you agree when you purchase any of our Services

- 5.1.** You agree to keep your access to any Services private and not to share, disclose, assign, sell or licence any part.
- 5.2.** During your access to our Services, you may choose to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development or health and wellness. You accept that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that we shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to and/or use of any Services purchased.
- 5.3.** You acknowledge and accept that our Services are designed to provide you with information, materials and support to assist you in developing yourself and that they are not a substitute for counselling or other therapy services. If you are currently seeking medical or other professional help concerning your mental health, or if you are in any way unsure as to your mental capacity to use the Services then you agree to seek advice from a relevant medical professional and inform us if appropriate and relevant.

5.4 Sound Healing IS NOT suitable for certain conditions, and you SHOULD NOT attend live sound healing sessions or listen to sound healing recordings if the following conditions apply to you;

1. Pregnancy in the first 3 months,
2. Epilepsy,
3. Have a pacemaker fitted,
4. Serious Mental Health conditions,
5. Life limiting or terminal illness,
6. Surgery less than 4 weeks ago.

5.4.1 You may still listen but may be affected if you have:

1. Conditions affecting the ear such as Meniere's Disease or infection of the ear,
2. Metal Implants,
3. Heart Problems

5.4.2 If you are unsure it is your responsibility to seek guidance from a healthcare professional you are currently working with and/or seek guidance from us by email admin@diananash.co.uk

5.4.3 Should you not follow this guidance you do so at your own risk

Access to sessions

6.1. If the Service you purchase include group calls, meetings or one-to-one sessions (together the "**Sessions**"), we will deliver the Sessions by way of online meeting facility or telephone and we will confirm the date and time by email or by posting in the relevant Facebook or similar online group (if applicable).

6.2. You will be responsible for attending any Session included with the Service that you purchase. We regret that no alternative or replacement dates or times will be offered for any group Sessions if you are unable to attend a Session for whatever reason.

6.3. If you need to cancel and reschedule a one-to-one Session, you agree to provide at least 72 hours' notice, otherwise you will forfeit the right to that Session. Any rescheduled Sessions must take place within the same calendar month otherwise you will forfeit the right to that Session. Sessions will not be carried over to subsequent months. All rescheduling is subject to our availability.

6.4. If notice is given to cancel and reschedule a one-to-one Session within 24 hours or less, you will be charged for the full session. No refund will be given and you will forfeit the right to that Session.

6.5 If we are waiting for you to attend a Session for more than 15 minutes, we reserve the right to treat you as a no show and you will forfeit your right to that Session.

7 Your responsibility to others

7.1 To ensure everyone accessing our Services, Website and any of our public or private online groups or forums ("**Groups**") feels safe and comfortable, we ask you to agree to conduct yourself in a reasonable and responsible manner at all times when accessing any of our Groups, Website or Services and not to act in a manner which may cause offence, distress or alarm to others.

7.2 When you access any of our Groups, our Website or our Services, you agree:

7.2.1 NOT to use your access for any unlawful purpose;

7.2.2 NOT to record any part for your personal use or otherwise;

7.2.3 NOT to capture or share images of any other person or that include any other person

without that person's express permission;

7.2.4 NOT to upload, post, transmit or otherwise make available content that:

1. is by its nature defamatory, libelous, obscene, demeaning or which causes offence to another individual whether intended or not;
2. discloses personal and/or confidential or sensitive information about another person;
3. is threatening or causes another individual to feel harassed or in fear; and/or
4. is classed as spam.

7.3. In the event you are deemed by us to have acted or be acting in a way which is disruptive, or which causes offence, distress or alarm, to another person, then you will be excluded from the Group or Service. Following such removal and exclusion, we shall arrange a meeting with you to discuss the matter and to determine whether you will be removed and/or excluded permanently. Such decision to be at our absolute discretion.

7.4. If you become aware of any inappropriate behaviour, comments, or content being shown or displayed within any of our Groups, on our Website, or during the delivery of any of our Services you agree to notify us as soon as possible.

8. Payment and Charges

8.1. The purchase price for your chosen Service or Product is as set out on the relevant sales page at the time of your purchase ("**the Fee**").

8.2. Time for payment of the Fee shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law and we must receive cleared payment before you are entitled to access any Service or Product.

8.3. If you choose to pay the Fee by credit or debit card then you authorise us to charge your payment method. If it is rejected, or fails, but you have still received access to a Service or Product, you agree to provide full payment of the Fee within 7 days from access being provided.

8.4. If we agree to accept payment of the Fee by instalments, then you agree to:

8.4.1. set up a direct debit or similar payment process to cover your instalment payments; and

8.4.2. provide payment of the instalments as and when they fall due in accordance with the instalment plan agreed at the time of purchase.

You accept and understand that you will remain responsible for providing the instalment payments until the Fee has been paid in full.

8.5. The Fee is based upon our knowledge and experience and the time, effort and availability of the Service and is not based on your actual usage and/or level of attendance. You agree and acknowledge:

8.5.1. That you shall not be entitled to any form of credit to or deduction from the Fee for any non-attendance or lack of usage of the Services on your part; and

8.5.2. That the Fee is non-refundable, unless separate terms apply please see our refund policy.

8.6. We reserve the right to change our Fee at any time. Any changes will not affect the price of Services or Products where payment has already been made and a confirmation email sent.

8.7. If you purchase Services on a monthly subscription basis then you will be liable to make payment every month until you cancel your subscription in accordance with these Terms.

You authorise us to request payment of the monthly amount from your chosen payment method on a rolling monthly basis.

9. Late Payment

9.1. out prejudice to any other right or remedy that we may be entitled to, where payment of the Fee is beyond 7 days overdue then:

9.1.1. we will be entitled to withhold delivery of Services until payment is up to date; and

9.1.2. we will add interest to your account on a daily basis from the date payment is due until full payment (including accrued interest) is received. Interest will be calculated on the outstanding Fee at a rate of 5% over the Bank of England's base rate from time to time;

9.1.3. any discount or other agreed promotional price change to the Fee will cease to apply and you will be responsible for payment of the full Fee amount.

9.2. If your payment is beyond 30 days overdue, we shall be entitled to instruct a collection or legal agent to seek recovery of the outstanding amount along with our reasonable costs incurred in taking such action.

10. Refund Policy

10.1. No refund policy shall apply to your purchase of any of our Services or Products, including any deposit payment, save where a fault is found to exist or the circumstances in clause 11, below, apply.

10.2. For consumer purchases only, refunds will only be offered where notice of cancellation is provided within 14 days following the date of our confirmation email. Once the 14-day period has passed, no refunds shall be provided.

10.3. In light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. If you have any concerns with a Service or Product then you agree to notify us in accordance with these Terms. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of these Terms and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

10.4. Where you discover a fault with your Product then please contact us. We will arrange for return of your Product (where applicable) and upon satisfactory inspection, we will provide you with a full refund. We will not be liable where there is a fault and we have provided you with an update or instructions which you have failed to follow or implement.

11. Purchasing as a Consumer

11.1. Our Services and Products are intended to be used for personal purposes and on that basis, we expect that most purchases will be made for personal reasons.

11.2. Please note that in relation to some Services you will have the opportunity to receive immediate access to the Service or access before the 14-day period cooling off period referred to above has expired. Where you choose to access the Service immediately, or before the 14-day cooling off period has expired, you acknowledge that you will lose your right to cancel your Order in accordance with this clause. This does not affect any other rights you may have as a Consumer.

11.3. When cancelling in accordance with clause 11.2 above, you will be responsible for returning your purchased Product to us in the same condition it was supplied to you and

you will be responsible for all costs of returning it to us. We shall only process a refund due to you once we safely receive your returned Product in an unused and undamaged condition.

12. Cancellation and Termination

12.1. You shall have the right to cancel your access to any Service by providing notice to us by email admin@diananash.co.uk. In accordance with Clause 10, despite cancellation, you will not be entitled to a refund unless clause 10.2, or the circumstances in clause 11 apply.

12.2. Upon cancellation or termination pursuant to these Terms, all payments in respect of the Fee shall become immediately due and payable.

12.3. We reserve our rights to terminate any agreement between us and your access to any Service, with immediate effect, if you:

12.3.1. commit a material breach of your obligations under these Terms; or

12.3.2. fail to provide payment of any sum due to us as and when it becomes due; or

12.3.3. become subject to a bankruptcy or similar financial order or proceedings affecting your or, where applicable, your business or;

12.3.4. act or behave in a way which we reasonably consider may have a detrimental effect on our business or reputation; or

12.3.5. fail to positively engage with the Services or impair the delivery of the Services to you or another individual accessing the Services; or

12.3.6. fail to abide by any of these Terms or any other guidance we may provide whether such action constitutes a material breach or not

12.4. Upon termination for any reason:

12.4.1. all terms which either expressly or by their nature relate to the period after the Services have been delivered or terminated shall remain in full force and effect; and

12.4.2. you will no longer be entitled to access or use any Groups, Sessions, or Content (as defined below), unless we have expressly agreed in writing otherwise; and

12.4.3. you shall cease to use, either directly or indirectly any Content and/or Confidential Information belonging to us and shall immediately destroy or return to us any copies in your possession.

13 Complaints or Concerns

13.1. If you have any concerns about our Website or our Services or Products, you agree to let us know by email to admin@diananash.co.uk and give us a reasonable amount of time to investigate and resolve your concerns before you take any further action. For the purposes of this clause further action includes stopping payment or making any chargeback or similar claim.

13.2. If you experience a fault or other issue with any of our Services or Products please let us know immediately by email to admin@diananash.co.uk. We shall use our best endeavours to remedy the fault and where we are unable to fix it then you may be entitled to a full or partial refund. For further information concerning your rights as a consumer please contact your local Citizens Advice Bureau.

14 Confidentiality

14.1. For the purposes of these Terms, Confidential Information shall mean ideas, know-how, business practices (where applicable), customer/client details, concepts and techniques, plans, trade secrets, personal information and other confidential and/or

proprietary information (“**Confidential Information**”). It excludes any information that was already known to us before you provided it, or where it was already in the public domain, created by us, or provided to us separately by someone else without any breach of these Terms.

14.2. It is important to us to create a safe and secure space for everyone accessing our Website, our Groups and our Services and that is why we agree that when you disclose Confidential Information to us, we will not communicate or disclose it, make it available to others, or use it for our own purposes without your consent.

14.3. If we disclose Confidential Information to you, or where it is disclosed by another individual accessing our Website, our Groups or our Services, you agree that the Confidential Information belongs solely and exclusively to the person disclosing it and that you will not share it or use it in any way other than as part of your use of the Services as intended by these Terms.

14.4. Where we provide you with Content you agree to only use it in connection with your use of the Website, Group, Service or Product as intended by these Terms and not to copy, disclose, share or otherwise use it for any commercial reasons without our express consent.

14.5. Our obligations set out above and in clauses 15 and 16 below, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where we reasonably believe you are at risk of danger to yourself or others.

14.6. The provisions above shall continue in force notwithstanding termination for any reason.

15. Our Intellectual Property

15.1. For the purposes of these Terms, Intellectual property shall mean any copyright, database right, design right, moral right, patent, invention right, registered design, trading name, service mark, domain name, trademark whether registered or unregistered and any application or right relating to any of the above whether current, pending, or in the future and whether in the UK or any other part of the world.

15.2. We take the protection of our Intellectual Property Rights in relation to our Website, Content, Services and Products very seriously. When you purchase any Service or Product, we will grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access, view and use any Content provided as part of the purchase solely for the purposes as intended by these Terms. All other uses are strictly prohibited.

15.3. When you purchase a Service or Product you agree and undertake that from the date of purchase that you WILL NOT:

15.3.1. copy, reproduce, sell, licence, share or distribute any of our Content, whether during the period of provision of the Services, or at any time thereafter;

15.3.2. record any webinars, online or in-person events, videos, Sessions, Groups or any Content;

15.3.3. infringe any of our copyrights, patents, trademarks, trade secrets or other Intellectual Property rights or any such rights belonging to another individual accessing the Services.

15.4. All content displayed on our Website or within our Groups, 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 (“**Materials**”) belongs to us and all copyright, moral ownership and any other Intellectual Property rights that arise and/or exist within those Materials (and any and all derivatives of it) is owned exclusively by or licensed to us and is protected by intellectual property laws applicable to the United Kingdom. When you access or use our Website or Groups you agree not to copy, reproduce, amend, repost, share, publish, distribute, rent, sell or store any of our Materials or assist others in carrying out any such activities without our express written permission.

15.5. Where any Content contains intellectual property belonging to a third party, its use will be subject to that third party’s terms and you shall be responsible for seeking consent to use it from that third party. Nothing contained within this Agreement shall be construed as any form of implied or expressed licence or other form of use of that party’s intellectual property and we shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.

15.6. In the event of your breach of these obligations then damages, loss, or irreparable harm may arise and in such circumstances, we shall be entitled to seek relief, including injunctive relief, against you.

15.7. The provisions above shall continue in force notwithstanding termination for any reason.

16. Your Personal Data and how we use it

16.1. Personal data in these Terms means any information which is capable of capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 (“**GDPR**”). By using our Website you warrant that all Personal Data you provide is true and accurate.

16.2. Any Personal Data you provide to us during your use of our Website, Groups or when purchasing or accessing our Services or Products will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the GDPR. We shall only process your Personal Data to the extent reasonably required to enable proper delivery of the Website, Services or Products or to comply with any necessary obligations and shall retain it only for as long as reasonably necessary and to comply with any legal or regulatory requirements. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found here [Privacy Policy](#)

16.3. As part of the delivery of the Services your image may be recorded in photographs, images or screenshots by us or other individuals accessing the Services and shared on social media. By purchasing our Services and agreeing to these Terms you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing us at admin@diananash.co.uk

16.4. The provisions above shall continue in force notwithstanding termination for any reason.

17. Acceptable Use of our Website

17.1. You may only use and access our Website and our social media channels in a way which is lawful and in accordance with these Terms and in particular:

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

17.1.2. you must not use our Website or other social media channels in a way which is

unlawful and/ or fraudulent;

17.1.3. you must not use our Website or any of our social media channels to transmit data that contain any form of virus, malicious software, trojan horses, worms, time-bombs,

17.1.4. keystroke loggers, spyware, adware or code which is designed to cause damage or could have an adverse effect on any computer hardware or software;

17.1.5. 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;

17.1.6. 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;

17.1.7. you must **not** use our Website or any of its content for any commercial purposes or benefits without first obtaining our express written permission or licence if applicable;

17.1.8. you must **not** use our Website for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

17.2. You are permitted:

17.2.1. to view the Website in a web browser;

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

17.2.3. to download the Website or parts of it for caching;

17.2.4. to post to our Website 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;

17.3. In the event of any breach of this clause, 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 or Materials which you hold. We also reserve the right to take action in respect of your breach to the full extent of the law.

17.4. Where we offer a free resource on our Website, 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.

17.5. Where you choose to post as set out above, you agree that anything you post is:

17.5.1. accurate (where facts are stated); and

17.5.2. genuine (where opinions are stated); and

17.5.3. compliant with any applicable law and 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 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;

17.6. Where you choose to post any content or information as set out above 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.

17.7. 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 or any other conditions contained within these Terms and Conditions. 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.

17.8. You may link to our Website provided the following conditions are met:

17.8.1. You have obtained our written permission;

17.8.2. the link is undertaken in a fair manner;

17.8.3. the link is owned by you;

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

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

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

17.9. 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.

18. Reviews and Testimonials

18.1. If you share testimonials, reviews, comments, information, graphics or images ("**Client Content**") with us you are granting to us, free of charge, permission to exhibit, copy, publish, distribute, use on our Website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, that Client Content in any way as we reasonably require within our business or to lawfully promote our business. You can amend your consent at any time by emailing us.

18.2. When sharing Client Content you confirm that you have the legal right to share it and that it does not infringe any third party's intellectual property or other rights.

18.3. These provisions shall survive termination.

18. Liability

19.1. Your use of our Website and/or any purchase of our Services and Products and your compliance with these Terms does not constitute or imply any business relationship other than as set out within these Terms.

19.2. We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

19.2.1. any indirect, consequential or special damages, losses or costs;

19.2.2. any loss of profits, business, data, reputation or goodwill or any such anticipated losses;

19.2.3. any failure to deliver the Services or Products where we are prevented due to a reason beyond our reasonable control; or

19.2.4. any losses arising from your choice of Service or Product requested or your use of the Service or Product once delivered.

19.2.5. Any losses or damages arising from your use of our Website or Groups or the use or reliance upon any Content or other information found on our Website or social media channels and Groups.

19.3. We do not warrant or guarantee that your access to the Services will be:

accessible via your particular hardware or software;

free from interruptions or errors;

free from defects;

suitable for your particular personal situation or circumstances.

19.4. Should you incur damages due to our default or breach, our entire liability is limited to the amount of the relevant purchase Fee paid by you at the time loss is sustained. You agree and acknowledge that this term is fair and reasonable given the nature of this arrangement and the provision of the Services.

19.5. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation or limit your legal rights as a consumer (where applicable). If you are a consumer and you would like further information concerning your legal rights please contact your local Citizens Advice Bureau.

19.6. Our Website and any systems and processes used to deliver the Services are provided on an 'as-is' and 'as available' basis. We shall not be liable for any lack of accessibility to any Service caused by changes, amendments or routine or unexpected maintenance.

19.7. 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.

19.8. Our 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.

19.9. We shall not be liable where we have informed you of a problem with the Service or Product and provided a free update and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.

19.10. You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:

19.10.1. any of these Terms;

19.10.2. your use or participation in any way in any way with the Services or use of any Product.

19.11. During the term of your access to the Services, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or Clients.

19.12. In the event a dispute arises in connection with the provision of the Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for

mediation by an independent mediator. In the event a resolution is still not possible 30 days following mediation then either of us shall be at liberty to commence legal action.

20. No Guarantee

20.1. When purchasing the Services you will have access to Content and support designed to benefit you but it is your responsibility to take action and implement the necessary information received and/ or the skills or tools shared. Your success and any results are dependent on factors which are outside of our control and we regret that we are not able to guarantee that any particular results or success will be achieved.

20.2. We have made every effort to accurately represent the Services and Products. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results and we make no guarantee, representation or warranty with respect to the Services or Products we may provide.

20.3. 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, Services or Products available on or through our Website satisfy your specific expectations or requirements.

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

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

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

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

20.4.4. suitable to meet your required expectations or needs

21. Who we are and how we will communicate with you

21.1. Aligned Life Limited is registered in England and Wales under company number 12631061. Our registered office is 1033 Lincoln Road, Peterborough, PE4 6AH.

21.2. All communication between us will be via email, unless agreed otherwise and we will use the email address you provide to us so please notify us if it changes.

21.3. If you need to provide us with any notice, or you wish to contact us please email us at admin@diananash.co.uk

22. Updates or changes to our Services, Products or Terms and Conditions

22.1. We reserve to make changes to these Terms at any time and we will display a notice of any changes on our Website. It shall be your responsibility to check for any updates. 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 regularly to keep informed of any changes.

22.2. We reserve the right to make changes to our Services and our Products, in whole or part, as we reasonably require without notice to you. If we make changes after you have purchased a Service, we will ensure that the Service still matches the original description or we will offer a reasonable alternative, except where the change enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made to the Services.

23. General

23.1. No failure to actively enforce any provision of these Terms shall constitute a waiver, diminution or limitation of any right.

23.2. Where any part of these Terms is deemed invalid or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

23.3. We will make every effort to meet our obligations in accordance with these Terms but we shall not be liable for any delay or failure caused by an act, event, omission or accident beyond our reasonable control ("**Events**"), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, lockdown, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time for delivery of the Services or any Product shall be extended until a reasonable time after the Event and under no circumstances will we be liable for any loss or damage suffered by you as a result.

23.4. If an Event arises, we will email you to confirm the nature and extent of the Event and any steps we are taking to mitigate its impact and effect.

23.5. If the Event continues for longer than 6 months then either one of us shall be entitled to terminate by providing 14 days' notice. Termination in these circumstances shall be without prejudice to the rights of either party in respect of any breach of these Terms occurring prior to termination. Any refunds will be considered at our discretion.

23.6. This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.

23.7. You agree that no other representations have been made by us to induce you into purchasing any of our Services or Products and no modification or variation to these Terms as applicable to any agreement between us shall be effective unless agreed in writing.

23.8. Save as provided for in clause 20.11 the Contracts (Rights of Third Parties) Act 1999 shall not apply.