



## Nectar Yoga LTD. Terms & Conditions

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**TERMS AND CONDITIONS** Please read carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions form a binding agreement ("Agreement") between you and Nectar Yoga Ltd., a company incorporated in British Columbia ("Nectar"). Nectar may modify, amend, supplement and replace these terms and conditions at any time without advance notice. Your continued use of this Site after any change means you have accepted the changed terms and conditions.

- 1. Copyright.** All materials created by Nectar on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Nectar.
- 2. Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of Nectar and Nectar is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any such website. Nectar accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of the Site, enable you to connect with Nectar on various platforms, help Nectar offer the easiest services for you and conduct transactions.
- 3. Use License.** If we have materials on the Site which you can download, permission is granted to

download copies of the materials for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

a. modify or copy the materials;

b. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);

c. transfer the materials to another person or "mirror" the materials on any other server. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Nectar at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### **4. COVID-19 Policy for The Nectar Experience & Nectar Co-Creation Retreats & Day Retreats Led By Nectar Owners.**

- a. If you have tested positive within 72 hours of your arrival your stay will be rebooked within 6 months. Proof of positive test results are required. No refunds will be given.
- b. If the Federal Government or Provincial Government imposes restrictions regarding the services we offer and your arrival date is within 29 days or less, your booking will be rescheduled within 6 months. No refunds will be given.
- c. If the Federal Government or Provincial Government re-instates proof of immunization without 30 days notice and you do not meet the requirements for a previously confirmed booking, you may transfer your booking to another person who will meet the requirements mandated. No refunds will be given.

#### **5. Refunds and rebooking for The Nectar Experience.**

- a. 100% refund of deposit if purchase cancelled at least 30 days prior to arrival, subject to a 5% administrative fee on the total booking cost.
- b. If you've chosen to rebook or have a payment transferred to a credit, refunds are not applicable. When an existing credit is applied to a new booking, the new booking is non-refundable, non-transferable, and the new booking date cannot be changed.
- c. Within 0-29 days, there will be no refunds for cancellations.
- d. Additional Services such as Private Classes can be removed or changed on your booking up until 4 days prior to your arrival date. Additional Services cannot be edited or refunded under 4 days of your arrival date.

#### **6. Refunds for Hosted Retreats + Day Retreats.**

- a. All payments made to Nectar are 100% non-refundable and non-transferable unless otherwise specified by your retreat host.
- b. Full payment is required to secure any booking you make on the Site.

c. Full payment is required to secure a space in any Nectar Co-Creation Retreats, special event classes, private classes and online programs. These payments are non-refundable.

7. **Entire Agreement.** These terms and conditions and any other legal notices, policies and guidelines of Nectar linked to these terms and conditions or contained on this Site constitute the entire Agreement between you and Nectar relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Nectar.

8. **Site Terms of Use Modifications.** Nectar may revise these terms of use for its website at any time without notice. By using the Site, you are agreeing to be bound these Terms and Conditions of Use.

9. **Limitation of Liability and Indemnity.** In no event shall Nectar or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to view or use the materials or content on Site, even if Nectar has been notified orally or in writing of the possibility of such damage.

10. **Governing Law.** Any claim relating to Nectar website shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions.

11. As a condition of your use of the Site, you hereby indemnify Nectar and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.

**PRIVACY POLICY AGREEMENT** This privacy policy (the "Privacy Policy") sets out the privacy policies and practices for Nectar Yoga Ltd. and its subsidiaries and affiliates (collectively "Nectar") with respect to how Nectar collects your personal information. It also describes how Nectar maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Nectar via this website, [www.nectaryoga.ca](http://www.nectaryoga.ca), and other websites operated or provided by Nectar and various subdomains (collectively, the "Sites") and other places where we may collect personal information like industry or networking events.

This Privacy Policy also sets out how you can access certain information that Nectar may collect about you. In this Privacy Policy, "personal information" means information or opinions about an individual

whose identity is apparent or can be reasonably ascertained from the information or opinion as further defined under applicable privacy laws.

Please note that the Sites may contain links to other third-party websites that are not controlled or operated by Nectar. This Privacy Policy does not apply to such third-party websites, and Nectar is not responsible for the content or behaviour of such third-party websites or the privacy practices of such third parties. Nectar encourages you to request and review the privacy policies of any third parties upon disclosing your personal information to such parties or when visiting such third-party websites.

- **Personal Information Protection and Privacy.** Nectar understands how important your privacy is. The purpose of this Privacy Policy is to inform you about the type of personal information we may collect from you, what we intend to do with that information and to inform you of the steps we take to keep your personal information confidential. By using the Site and the services provided therein, you consent to the terms of this privacy policy. If you have any questions or concerns, please contact us and we'll be happy to accommodate.

- **Consent of Collection of Information.** By submitting personal information to Nectar or any of its service providers, you agree and consent to the collection of your personal information and consent to the use, disclosure and transfer of your personal information in accordance with the provisions of this privacy policy. You may always refuse or withdraw your consent by contacting Nectar at [info@nectaryoga.ca](mailto:info@nectaryoga.ca). You understand that if you withdraw your consent, Nectar may not be able to continue to offer its services and provide its information to you.

- **Revisions to this Privacy Policy.** Nectar reserves the right, in Nectar's discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. However, Nectar will treat your continued use of the Sites following such revision as your acceptance of the revised terms. All revisions will be posted to the Sites and will apply to any personal information collected on or after the date posted. Nectar will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your personal information for purposes other than those to which consent has been obtained unless otherwise required or permitted by law. This Privacy Policy was last updated on September 27, 2022

- What personal information does Nectar Collect and how is it processed?

- o What do we collect? Nectar collects your first name, last name, email address, phone number, address, gender, birthdate and any medical conditions you may have.
- o Newsletter. We will ask for both your name and e-mail address in order to send you our newsletter. We will only contact you through our newsletter for promotional or informational purposes.
- o How We Communicate. In accordance with everything outlined in this policy, if you do not want to be reached by a certain medium (ie: address, phone, email) please just let us know and we will not contact you by that specific method.
- o Third Parties. Nectar may work with third party applications in order to provide you with the best services on the Site. These organizations may collect personal information from you in order to provide you with these services including your name and contact information. Specifically, the third parties Nectar works with on the Site are listed below. We've included links to their Privacy Policies to ensure you are comfortable using them.

Word Press: <https://wordpress.org/about/privacy/>

Retreat Guru: <https://retreat.guru/go/terms-of-service>

Paysafe: [https://www.paysafe.com/paysafegrou\\_p/privacy-policy/](https://www.paysafe.com/paysafegroup/privacy-policy/)

• **How will Nectar use your Personal Information?** Your personal information will be used to provide you with promotional and informative materials and offer and deliver the products and services you can purchase or subscribe to from the Site. Specifically,

- o Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.d. above.
- o If you subscribe to our newsletter your information will be used to send the newsletter to you;
- o If we send you the Newsletter for marketing purposes, we may use your contact information to send you e-mails about promotions, special events and other marketing information. You can opt not to receive these e-mails from us by either clicking "unsubscribe" at the bottom of the e-mail when you receive it or by sending an e-mail that includes your e-mail address and a request that you not receive our promotional e-mails; and

o We may use your personal information to respond when you submit a question or suggestion to us, or when you request assistance with the service you purchased.

• Storing Your Personal Information. Nectar's web server may store your personal information when you interact on the Site. Nectar will be happy to delete any of your information it holds upon request made by you. Your personal information will be safely disposed of by Nectar by deleting it from its possession.

• Storing Your Phone Number. Your phone number and address will be kept in the phone or contacts database of Nectar. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.

• We Play By The Rules. The Site and Nectar abide by all relevant Canadian laws in all aspects of our operations. As such, we abide by all the rules of CASL (Canadian Anti-Spam Laws) and the Personal Information Protection and Electronic Documents Act (PIPEDA). If you've got any questions about our compliance with this legislation, feel free to reach out.

• Do Not Track Signals. Nectar currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.

• Analytics. The Site does keep the following information from your visits to our webpage: o Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and o IP information for website and server security

• Cookies. The Site does use 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site does serve as consent for these cookies.

o You might be wondering what a cookie is? Well, it is a small text file that gets sent by the server of the Site to your hard drive and can only be read and interpreted by the Site's server. No personal information is stored in the cookie and there is nothing on it which can identify you personally.

o Why do we use cookies? Despite being an awesome word generally, cookies help the Site understand how you interact while visiting the Site, what your preferences are and thus can improve your

experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site, but of course it is your choice to do so.

- **Disclosure of Personal Information.** Nectar will NEVER sell or license any personal information we collect from you. Nectar is not liable for any disclosure of your personal information by any Third Party, particularly the ones outlined in section 4.d. above.

- **Jurisdiction.** This privacy policy and the use of the Site are governed by the laws of the Province of British Columbia. If a dispute arises under this policy, we agree to first resolve it with the help of a mutually agreed-upon mediator in the Province of British Columbia.

- **Your Consent.** By choosing to provide us with your personal information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. If you are under the age of 18, you must not provide any personal information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law. This Privacy Policy may be updated from time-to-time and your subsequent use of our web site will be accepted as consent to the collection, use and disclosure of your information as set out in this Privacy Policy.

- **Protecting Your Privacy.** Nectar is committed to protecting your privacy. Security measures, such as locked filing cabinets and the use of passwords on e-mail servers and unique passwords to access phones have been adopted to protect your personal information against loss or theft, unauthorized access, disclosure, copying, use or modification. Nectar makes no promises, warranties or representations about the manner in which your personal information is handled by Third Parties and bears no liability whatsoever for your use of them.

- **The Internet Can Be Unpredictable.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Nectar over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Nectar's control.

- **Verifying and Amending Your Personal Information.** Nectar tries to ensure that all personal information about you that is in our possession is accurate, complete and up-to-date. Please contact us at [info\(a\)nectaryoga.ca](mailto:info(a)nectaryoga.ca) to advise us of any changes to your personal information. You may request



access to the personal information held by info(a)nectaryoga.ca at any time or seek to make corrections to it.

- Resolving your concerns. If you have any questions or concerns about Nectar personal information collection, use and disclosure practices, please let us know and we will do our best to help you info(at)nectaryoga.ca.