

# **Terms and Conditions**

These Terms and Conditions (the "Terms") constitute a legal agreement between you and me, Karima El Haddad / Karima Serenity & Al Amaan psychotherapy, St. Paul's Church 5 Rossmore Road, London, England NW1 6NJ, UK ("I", "me", "my") and you, the user ("you"), governing the use of my website, www.karimaelhaddad.com (my "website").

## 1. GENERAL TERMS

- 1.1. The provisions set out in these Terms govern your access to and your use of my website and shall constitute a legally binding agreement between you and me.
- 1.2. I may change such terms from time to time and shall notify you accordingly if I do. If you do not agree to such terms, you must not use my website.
- 1.3. I reserve the right to, without any notice, explanation, or liability, and in my sole discretion, refuse to allow you or suspend your access to my website at any time or remove or edit content on my website or on any of my affiliated websites.
- 1.4. I reserve the right to change, modify, suspend, or discontinue any portion of my website, my website, or any other products, services, or affiliated websites (including social media pages) and/or other software provided by me in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties.

#### 2. ACCESS LICENSE

- 2.1. Subject to you agreeing to abide by these Terms, I hereby grant to you a revocable, non-exclusive, non-transferable, personal, and non-commercial license to use my content included in my website ("Content") on these Terms.
- 2.2. You agree your access and use of the Content included in my website is not contingent on the delivery of any future functionality or features or the delivery of any other services.

### 3. CONTENT OWNERSHIP

- 3.1. All title, ownership rights and intellectual property rights in and to the Content and website (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, effects, dialogues, slogans, places, characters, diagrams, concepts, audio-visual effects, domain names, and any other elements which are part of the Content and website, individually or in combination) and any and all copies thereof are owned by me and my licensors.
- 3.2. The Content and website is protected by national and international laws, copyright treaties and conventions, and other laws.
- 3.3. The Content and website may contain certain licensed materials, and, in that event, my licensors may protect their rights in the event of any violation of these Terms. Any representation of these licensed materials in any way and for any reason is prohibited without our prior permission and, if applicable, my licensors and their representatives.
- 3.4. Except as expressly set forth in these Terms, all rights not granted hereunder to you are expressly reserved by me.
- 3.5. This license confers no title or ownership in the Content and website and should not be construed as a sale of any rights in the Content and website.

### 4. DISCLAIMER

- 4.1. You expressly agree that your use of, or inability to use, my website is at your sole risk.
- 4.2. My website is delivered to you 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 4.3. I'm not responsible for your personal actions or choices before, during, or after using any of my websites. You understand that any use of my website, suggestion, recommendation, or information is at your own risk, with no liability on my part. You accept full responsibility



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for your use, or non-use, of any information provided by me through any means whatsoever. Your use, or non-use, of this information is at your own risk, and you absolve me of any liability or loss that you or any other person may incur from your or their use or non-use of my website, or information provided by me.

## 5. PROHIBITED USES

- 5.1. You may use my website only for lawful purposes. You may not use my website:
  - 5.1.1.in any way that breaches any applicable local or international laws or regulations;
  - 5.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 5.1.3.to send, knowingly receive, upload, download, use, or re-use any material which does not comply with my content standards as set out in my prevailing terms and conditions as amended from time to time; and
  - 5.1.4.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.

#### 6. WARRANTIES

To the full extent permissible by law, I disclaim all warranties, express or implied, relating to my website, including but not limited to implied warranties of merchantability and fitness for a particular purpose. I do not warrant that my website, the related content, or electronic communications sent by me are free of viruses or other harmful components.

## 7. LIMITATION OF LIABILITY

- 7.1. You agree not to use my website, Products, and the Related Content for any resale purposes, and I have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, my website and Products or any other website or software) for:
  - 7.1.1.loss of profits, sales, business, or revenue;
  - 7.1.2. business interruption;
  - 7.1.3.loss of anticipated savings;
  - 7.1.4. loss or corruption of data or information;
  - 7.1.5.loss of business opportunity, goodwill or reputation; or
  - 7.1.6. any other indirect or consequential loss or damage.
- 7.2. Nothing in these Terms shall limit or exclude my liability for:
  - 7.2.1.death or personal injury resulting from my negligence;
  - 7.2.2. fraud: and/or
  - 7.2.3.any other matter in respect of which I am prohibited under applicable law from limiting or excluding my liability.
- 7.3. These Terms set out the full extent of my obligations and liabilities in respect of the supply of my website and my website. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of my website and my website which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### 8. INDEMNITY

You agree to indemnify and hold me harmless from and against all claims, losses, expenses, damages, and costs (including but not limited to direct, incidental, consequential, exemplary, and indirect damages) and reasonable legal fees, resulting from or arising out of your act, default, or



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omission, whether in your use of my website or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

### 9. OTHER IMPORTANT TERMS

- 9.1. I may transfer my rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 9.2. You may only transfer your rights or your obligations under these Terms to another person if I agree in writing.
- 9.3. No joint venture, partnership or agency, or employment relationship has arisen by reason of these Terms.
- 9.4. These Terms and any document expressly referred to in it constitutes the entire agreement between me regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between me, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 9.5. If I fail to insist that you perform any of your obligations under these Terms, or if I do not enforce my rights against you, or if I delay in doing so, that will not mean that I have waived my rights against you and will not mean that you do not have to comply with those obligations. If I do waive a default by you, I will only do so in writing, and that will not mean that I will automatically waive any later default by you.
- 9.6. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of England and Wales. In the event of any such disputes or claims in connection with these Terms, you agree to first engage in good faith discussions with me to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.