

# Terms of Service

## **Terms and Conditions of Use and Service of Websites operated by The Reiki Association**

### **Welcome to our Website!**

These terms and conditions govern your use of any of our Websites including but not restricted to those using the domain names 'reikiassociation.org.uk', 'reikiassociation.net', and 'touchmagazine.net', and all shall be referred to here as the 'Website'. These terms and conditions govern all content, services and products available through the Website, including, but not limited to, the parts only accessible by Members and those generally accessible.

- ◆ The term 'The Reiki Association' or 'TRA' or 'we' or 'us' or 'our' refers to the owner of the Website whose registered office is 108 Augustus Road, London, SW19 6ER. Our company registration number is 04026545 registered in England. The Reiki Association is a Membership organization and a company limited by guarantee and not having a share capital. It is a non-profit organisation operating for the benefit of its Members, and to facilitate and nurture the understanding and practice of Reiki.
- ◆ The term 'you' or 'your' refers to the user or viewer of our Website.
- ◆ The term 'Council of The Reiki Association' or 'Council' refers to the elected Directors of The Reiki Association Limited as notified to Companies House. They are the governing body of The Reiki Association and can be contacted via our registered office address or the contact details on our Website.

**If you continue to browse and use this Website you are agreeing to comply with and be bound by the following Terms and Conditions of use**, which together with our Privacy Policy govern The Reiki Association's relationship with you in relation to this Website. In such cases these Terms and Conditions shall form an Agreement between you the user or viewer of our Websites and The Reiki Association Ltd. If you do not agree to all these Terms and Conditions then you may not access the Website or use any services.

### **The use of this Website is subject to the following terms:**

#### **1. Content and availability**

- The content of the pages of this Website is for your general information and use only. It is subject to change without notice.
- Whilst TRA may take reasonable steps to moderate the content, the Website may at times be found to contain content that is offensive, indecent, discriminatory, or otherwise objectionable; TRA disclaims any responsibility for any harm resulting from the use by visitors of the Website. Users are requested to report any such content found on our Website to TRA administration.

- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain technical inaccuracies, typographical mistakes or other errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- By operating the Website, TRA does not represent or imply that it endorses any or all of the contributed content.
- You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojans, and other harmful or destructive content.
- It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.
- If any information on the Website leads to you participating in an event offline, you agree to release and hold TRA harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arising from your participation in any such offline event.
- We take all reasonable steps to ensure that this Website is continuously available. However, this Website may be temporarily unavailable due to system failure, maintenance, repair or other technical issues, or for reasons beyond our control. Therefore we will not be liable if this Website is unavailable at any time. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

## **2. Intellectual property rights**

- This Website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. The Reiki Association name, the Reiki Association logo, and all service marks, graphics and logos used in connection with our domain names or Websites are trademarks of The Reiki Association. Reproduction is prohibited without prior notice and our written consent.
- You are permitted to use our Website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent, and provided any such material is only for non commercial personal use.
- Material on this Website must not be republished online or offline without our permission.

- All trademarks reproduced in this Website by TRA, which are not the property of, or licensed to the operator, are acknowledged on the Website. Your use of the Website grants you no right or license to reproduce or otherwise use any third-party trademarks.

### 3. Links

- From time to time this Website may also include links to other websites. Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.
- If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
  - you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
  - you do not misrepresent your relationship with us or present any false information about us;
  - you do not link from a Website that is not owned by you; and
  - your Website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.
- If you choose to link to our Website in breach of the terms stated here you shall fully indemnify us for any loss or damage suffered as a result of your actions.

### 4. Medical issues

- Due to the nature of Reiki and the uses to which Reiki could be applied, it is possible that this Website may contain information or advice on various medical or health topics for people or animals.
- Any medical or health information provided on, or contributed to, our Website should at best be considered of a general nature and **it cannot substitute for the advice of a medical professional** (for instance, a qualified doctor/physician, nurse, pharmacist/chemist, veterinary surgeon and so on). Nothing should be construed as an attempt to offer medical opinion or engage in medical practice. TRA cannot take any responsibility for the results or consequences of any attempt to use or adopt any of the information regarding medical or health matters presented on this Website.

- There is no assurance that any statement or article contained or cited on the Website which touches on medical or health matters is true, correct, precise, or up-to-date, or contains suitable advice, whether contributed by the administration of TRA or others in forums, blogs, groups, article archives or advertising, or that any such statement or article is written in part or whole by a qualified medical professional.
- TRA cannot take responsibility for the validity of any medical or professional qualifications or status claimed by contributors of any information provided on the Website, nor the authenticity of the source of the information.
- Users are advised to make further enquiries to satisfy themselves as to the value of the information provided, and wherever possible to obtain further opinion and supporting advice.
- Even if a statement made about medicine or health issues is accurate, it may not apply to you or your symptoms, or to the symptoms of animals.

## **5. Payments**

- The Website may offer subscriptions or products or services for payment. The Website does not handle payments directly, but rather refers these payments to a secure third-party payment processor which handles all aspects of the payment process.
- Any payment issues or disputes should be resolved directly with the payment processor. Once we have been notified by the payment processor that a payment has been made, and that the payment has successfully passed a fraud review, access will be granted to the product or service being purchased as soon as possible, however we make no guarantees of timeliness or immediacy.
- New applications for Membership of TRA must be approved by the Council. If such an application is refused after your subscription payment is successfully completed, all monies paid by you in the subscription process will be returned and this amount will be the limit of our liability.

## **6. Membership and Subscriptions**

- When applying for Membership on our Website, you are not applying for membership of a Website, you are applying to become a Member of The Reiki Association (TRA) a company limited by guarantee and not having a share capital. It is a non-profit organisation operating for the benefit of its Members, and to facilitate and nurture the understanding and practice of Reiki. Membership of TRA may allow access to the Members area of the Website but this access is subject to the approval of the Council. We aim to inform you of the Council's decision within a month of receiving your application.

- If you apply for Membership of TRA using our Website, and the application is not a renewal of existing or previous Membership, **your application must be approved by the Council**, your application is subject to the following conditions:

- If you are provided with details for access to the Members only pages and facilities immediately after signing up and then proceed with access, you should be aware that this access is granted only provisionally by TRA until such time as your Membership application is considered for approval by the Council.

- If you choose to make use of the benefits of Membership of TRA or its general services or its website services during the period between applying for Membership and approval being considered by Council, you are agreeing to comply with, and be bound by, all Conditions of Membership of TRA and Terms of Service of this website.

- Approval is at the discretion of the Council and no reason for refusing approval need be given.

- If the Council does not approve your Membership application, your access to The Member's only pages and facilities of our websites will be withdrawn, and TRA cannot be liable for any consequential loss suffered by users for the disruption or inconvenience this action may cause. Nor in such circumstances shall TRA be liable for the refund of any payments made for services you may have subscribed to on or through the website during your period of temporary access other than the refund of your original Membership subscription payment.

- TRA reserves the right at any time to delay access to Member's only pages and facilities until such time as an application for Membership has been approved regardless of whether this policy is applied to all applicants or solely to an individual.

- One of our Websites has social networking services that allow Members of TRA to create individual personal profiles online in order to find and communicate with other Members. You must be a Member of TRA in order to access and use these services and your access must be only through using your own account and not by that of any other Member, or by any other means.

- The Members area of our Website is a service provided without charge by TRA for its members use, and the subscription charges for Membership of The Reiki Association have neither relationship to nor dependence upon the supply or availability of Website services to our Members. Our failure to provide Website services in whole or part for any reason does not make us liable for any refund in whole or part of subscription payments made by you for Membership of The Reiki Association.

- We reserve the right at any time to modify, replace or withdraw any of the services or facilities on the Website, or to add further services. We cannot be liable for any consequential loss suffered by users for the disruption or inconvenience any of these actions may cause, except in the following circumstances:

— Where a Member has subscribed to an individual service provided by the Website which requires payment and we withdraw or substantially downgrade the service, our liability will extend only as far as a refund of the proportion of the subscription left unexpired at the time of withdrawal or downgrade, and no other consequential loss.

— Where a Member has subscribed to an individual service provided by the Website which requires payment and the service becomes temporarily unavailable, it must be continuously unavailable for 7 days before we are liable to consider reparation. The reparation shall be limited to either an extension of the contracted period equivalent to the time the service was unavailable, or a refund of the subscription paid proportional to the time the service was unavailable, and no other consequential loss.

## **7. Contribution to Websites**

As a Member of TRA and a Website user you have a responsibility to choose carefully the information you wish to share with other Members or the general public via this Website. Illustrations, photographs, or videos that you post here must not contain violence, nudity, or offensive subject matter. Nor should your communications posted on the Website contain offensive material. Your use of the Website is subject to the following:

- The Members only areas of our Website are available only to individuals who are at least 18 years old.

- Your use of the Website will be in strict accordance with The Reiki Association Privacy Policy

- If you leave comments anywhere on the Website, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, photographs, audio, video or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

- the Content does not contain or install any viruses, worms, malware, Trojan horses or other potentially harmful or destructive content;

- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not discriminatory or liable to incite racial hatred, pornographic, libellous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not breach the privacy or publicity rights of any third party.
- you own the copyright in your postings, articles and pictures, and you also agree to grant TRA a perpetual, world-wide, royalty-free, and non-exclusive license to reproduce, perform, play, modify, adapt and publish the Content for the purpose of displaying, distributing, promoting, marketing or any other lawful use. If you do not wish to grant such rights to the TRA, it is suggested that you do not submit your Content to this site;
- you are legally responsible for what you write. By submitting content or comments you undertake to indemnify TRA against any liability arising from breach of confidentiality or copyright, or any obscene, defamatory, seditious, blasphemous or other actionable statement you may make;
- by submitting Content to TRA for inclusion on our Website, you recognise that TRA reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including email) by you, or to restrict, suspend, or terminate your access to all or any part of the Website and/or Services at any time, for any or no reason, with or without prior notice, and without liability. TRA will have no obligation to provide a refund of any amounts previously paid under circumstances where Members have breached this agreement.

## **8. Members Account and Profile**

- You are responsible for maintaining the security of your Members area account and profile, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify TRA of any unauthorized uses of your account or any other breaches of security, or if you lose your access details.
- You are responsible for ensuring all your details, including user ID, username and password for access to the Members area of our Website are kept confidential and are not shared or given away to others. Use of a Member's account and profile which includes access to the Members Area shall be limited to the Member in whose name the account was opened when the person applied for Membership of TRA, and no one else. Sharing such account or access details with others including other members of TRA will breach this Agreement.

- Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence
- TRA will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- You are responsible for selecting and adjusting the Privacy Settings available on your Membership account profile to suit your requirements, and for familiarising yourself with our Privacy Policy.

## **9. Termination**

- We may terminate your access to all or any part of the Website, at any time, with or without cause, with or without notice, effective immediately in circumstances where it feels there may have been a breach of this Agreement, or where you may have compromised the Privacy of other Members of TRA.
- Whilst you need to be a Member of TRA in order to access the Member's Area of our Website, you can still be a Member of TRA without being allowed access to the Member's Area of our Website. Therefore if your access to the Member's Area is terminated by us this may not otherwise have effect upon your membership of TRA. However, it is possible that any serious breaches of this agreement by you, or unacceptable behaviour by you on or about our Website could lead to termination of your Membership of TRA at the discretion of its Council.
- If you wish to terminate this Agreement or your Reiki Association Members account (if you have one) on our Website before such time as your TRA membership subscription period naturally expires, you must notify TRA of this intention so that your Members Account Profile and its Content may be removed from the Website. In the meantime you are recommended to adjust your Privacy Settings on your Members Account Profile to a state offering minimal viewing by others, and restricted message notifications, and you may discontinue using the Website. This should reduce undesirable attention whilst the termination process is being carried out.
- Failure to renew your Membership subscription to TRA before its expiry date, may lead to termination of access to the Members Area of our Website on the expiry date.
- TRA shall take reasonable steps to warn you of the imminent expiry of your Membership subscription to TRA, but TRA shall not be responsible for any inconvenience, disruption or costs involved in the termination of your Member's account should you fail to receive such warnings. It is the Member's responsibility to supply us with their correct and up to date contact details and in any case to be aware of the expiry date of their subscription and to renew the account if so desired before expiry.



## **10. Changes**

- TRA reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.
- TRA may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **11. Exclusion of Liability**

- Every effort is made to ensure that the information provided on this site is accurate and up to date, but no legal responsibility is accepted for any errors, omissions or misleading statements.
- We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall have liability or be responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our Website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.
- Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

## **12. Indemnity**

- You agree to indemnify and hold TRA, its Directors, affiliates, officers, agents, and other partners and employees, harmless from any losses, liability, expenses, claims, or demands, and without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers, made by any third party due to or arising out of your use of the Service in violation of these Terms and Conditions and/or arising from a breach of these Terms and Conditions and/or any breach of your representations and warranties set forth above.

### **13. Severability**

- If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; The Reiki Association may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

### **14. Governing Jurisdiction**

- This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.