



# The Chrysalis Effect Recovery Pathway Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.thechrysaliseffect.co.uk website (the "Service") operated by The Chrysalis Effect CIC ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## **Subscriptions**

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or The Chrysalis Effect CIC cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting The Chrysalis Effect CIC customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide The Chrysalis Effect CIC with accurate and complete billing information including full name, address, county, Post or Zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorise The Chrysalis Effect CIC to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, The Chrysalis Effect CIC attempt to take payment 3 times and you will be notified of each attempt, if payment is unable to be taken on the final attempt subscription will be terminated.

#### **Free Trial**

The Chrysalis Effect CIC, at its sole discretion, offers a Subscription with a free trial for 30 days.

You will be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by The Chrysalis Effect CIC until the Free Trial has expired. On the last day of the





Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, The Chrysalis Effect CIC reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

# **Fee Changes**

The Chrysalis Effect CIC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

The Chrysalis Effect CIC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Refunds

Certain refund requests for Subscriptions submitted in writing, may be considered by The Chrysalis Effect CIC on a case-by-case basis and granted in sole discretion of The Chrysalis Effect CIC.

## Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.





# **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of The Chrysalis Effect CIC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of The Chrysalis Effect CIC.

#### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by The Chrysalis Effect CIC.

The Chrysalis Effect CIC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that The Chrysalis Effect CIC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

If you wish to terminate your account, you need to notify The Chrysalis Effect CIC in writing at <a href="mailto:info@thechrysaliseffect.com">info@thechrysaliseffect.com</a>. Your access will continue until 24hours before your next payment is due. Upon which all programme access will cease. You can choose to reinstate your membership at any time by contacting The Chrysalis Effect CIC directly.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold harmless The Chrysalis Effect CIC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a)





your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

# **Limitation Of Liability**

In no event shall The Chrysalis Effect CIC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Chrysalis Effect CIC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## **Exclusions**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will The Chrysalis Effect CIC ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by The Chrysalis Effect CIC or any person for whom The Chrysalis Effect CIC is responsible, and even if The Chrysalis Effect CIC has been advised of the possibility of such loss or damage being incurred.





# **Governing Law**

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

# **Privacy Policy and Cookie Policy**

Please refer to our Privacy Policy and Cookies Policy, this can be found on our website. You agree that they constitute part of these terms. You must read our Privacy Policy and Cookies Policy before you use the Service.

#### **GDPR**

The Chrysalis Effect CIC is fully GDPR Compliant, and all client data will be handled within strict GDPR guidelines. No client data, private and/or medical will be shared with any third party without your full written consent. Data controller Kelly Barnes Registration Number: ZA372976

#### **Contact Us**

If you have any questions about these Terms, please contact us.