

Website Design and Hosting Terms of Use

Welcome to Calming Influences Terms of Use. Below we have listed the key important legal terms that apply to anyone who visits our website or uses our services. Calming Influences offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use. This document should be read with the associated **legal terms and conditions**. Last Revised: November 23rd, 2024

1. Introduction

Our Purpose: Calming Influences provides, hosts and updates websites for our clients.

Legal Agreement: By contracting our website service, you are entering into a legal agreement with us, consisting of these terms of use, and our additional services legal terms. By using our services, you signify your consent to these terms and you acknowledge that you have read our [Privacy Policy](#). You may not use our services if you do not consent to all our terms.

2. Your Obligations

You represent and warrant that:

1. You confirm that you are at least eighteen (18) years old and have the legal authority to enter into an agreement with Calming Influences. You are based in the United Kingdom
2. You must own all rights for any content you upload or publish or that we access, import and/or upload for you via our services, ensure that such content is legal and reliable, and that anything you do with it (or enable Calming Influences or your end users to do with it) is legal.

You undertake and agree to:

1. Fully comply with all applicable laws and any other contractual terms which govern your use of the Calming Influences Services (and any related interaction or transaction),
2. You will be responsible for your actions and for the actions of anyone who accesses your website settings.
3. You shall regularly save backups of your content.
4. You agree that we may send you promotional messages and content. You can easily opt-out of receiving promotional messages by contacting us.
5. You allow us to use your website for our promotional activities, and to determine the way the services will be performed.

You agree and undertake not to:

1. Copy our materials, use any content in an illegal or harmful manner, use our services or content on any platform or website not provided by us, make any misrepresentations or abuse our services, or otherwise violate anyone's rights or any applicable laws. Failure to abide by any of these rules may bring us to cancel your account and stop providing you with any services.

3. Content and Ownership

Your Intellectual Property

1. You own all rights to your content.
2. We may handle your content to provide you with our services.

Calming Influences' Intellectual Property

1. We own all rights in and to our services, content, data, technology, and features. This does not include your text, images, videos, and graphics.
2. You may use our services and content so long as you fully comply with these terms and ensure full and timely payments.

4. Privacy

Please read our Privacy Policy to learn more about our practices concerning personal information.

5. Service Fees

1. Payments for your subscription will be made monthly in GBP via a standing order with your bank. Receipts for paid services are available on request.
2. To make sure you do not lose access to your domain name and therefore experience interruptions with your website at the end of your subscription period, you will be automatically renewed at the end of each subscription unless you have provided cancellation to us in writing with 30 days' notice.

6. Cancellation

Cancellation by User

You may cancel services at any time. Once we process your cancellation request, we will not charge you for any additional subscription renewals or refund you for any part used subscription.

Cancellation by Calming Influences

If you violate any of these terms or fail to make timely payments, we may suspend or cancel your services.

Loss of Data, Content and Capacity

If your account or any of your services are cancelled, it may result in loss of content and data which cannot be recovered. You are responsible to back up your data and materials.

7. E-Commerce

General

1. You can use our services to sell your products, content, and services online.
2. You are responsible for all your sales activities, including your relationships with customers and any payment service providers.

E-Commerce Acknowledgments and Warranties

By using any of our E-Commerce features, you acknowledge, warrant, and agree that you are solely and fully responsible for all taxes and fees of any nature associated with your E-Commerce activities, including any taxes related to the purchase or sale of the User Products, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform your End Users of such and provide them with a duly issued invoice as required by law.

8. Third Party Services

1. Our services enable you to obtain various services and tools from third parties that are not affiliated with us. This includes for example, connecting to client booking services. Since we only act

as an intermediary platform between you and such parties, only you will be responsible for your engagements with them.

2. We can remove services at any time, which may affect your website, access, or overall experience.

9. Copyrights

1. We respect the intellectual property rights of others
2. If your copyrighted works were used inappropriately by any of our users – please let us know and provide us with all the necessary information, and we will take care of it in accordance with the DMCA.
3. If we receive a copyright infringement notice regarding your website or content, we may remove or cancel your website and account.

10. Disclaimer of Warranties

1. We make no warranties regarding our services, including their quality, reliability, security, compatibility, and conditions.
2. We may monitor and edit your website and content. However, we are not to be considered a “publisher” of your content, we do not endorse your content, and will not be liable for any content used by you or anyone else.
3. There are risks in using our services or anyone else’s services. You accept such risks.

11. Limitation of Liability

Subject to applicable law, we will not be liable for any damages in relation to the provision of our websites.

12. Indemnity

If your actions lead to legal action against Calming Influences, resulting in a lawsuit, or otherwise place us at risk due to your conduct, you agree to assume full responsibility for all associated costs, expenses, and damages.

13. General

Changes & Updates

We may make changes to our services or to these terms at any time.

Governing Law & Jurisdiction; Class Action Waiver

These terms and our relationship shall be governed by the laws of the United Kingdom.

Notices

We may provide you with notices via our services, by e-mail or through any other contact means you provided us.

Relationship

Accepting these terms and services does not form a partnership or any special relationship between us.

Entire Agreement

These terms (together with additional terms) shall constitute the sole and entire agreement between us.

14. Assignment

For the Service Provider (e.g., Calming Influences): The service provider reserves the right to transfer (assign) its responsibilities or benefits under the contract to another party without requiring the customer's approval. For example, if the business is sold or the service is outsourced, the new party could take over the hosting services.

For the Customer: The customer cannot transfer their responsibilities or rights under the contract (e.g., the right to receive hosting services or the obligation to pay fees) to another party unless they obtain written consent from the service provider. This ensures the provider maintains control over who they are working with and under what conditions.

15. Severability & Waivers

These terms are independent from each other, in case any of them is found invalid.

16. Customer Service Contact

To get in touch with our Customer Service please email: admin@calminginfluences.com