

THRIVING SCHOLAR LIMITED

TERMS OF SERVICE

INTRODUCTION

Welcome to our Site www.thrivingscholar.com (our “Site”), property of Thriving Scholar Ltd company incorporated in England and Wales with registered number 11105428 whose registered address is Profile West Suite 2, First Floor, 950 Great West Road, Brentford London, TW8 9ES

This document constitutes a legally-binding agreement (“Agreement”) governing the terms of providing you with our service. Throughout this document, the words “Thriving Scholar” “thrivingscholar.com,” “us,” “we,” and “our,” refer to us, Thriving Scholar Ltd our Site, thrivingscholar.com, or our service, Thriving Scholar, as is appropriate in the context of the use of the words. Likewise, the words “you” and “your” refer to you, the person who is being presented with this document for your agreement.

DESCRIPTION OF SERVICE

Thriving Scholar is an education blog and shop that provides readers with inspiration, wisdom and general life hacks with original merchandise to buy. Our target readers are all those who believe in that personal growth education is one the most powerful ways to live empowered and inspired lives. Thriving Scholar believes in living to our true potentials for the greater good of humanity.

NO PROFESSIONAL ADVICE

The information contained in or made available through our sites (including but not limited to information contained on videos, message boards, comments, on coaching calls, in emails, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We and our licensors or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the sites. Neither we nor our partners, or any of their affiliates, will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of the sites, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

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All and any text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site (“Content”) and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

You may:

- Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- Download Our Site (or any part of it) for caching (please note that we may block this automatically if the bandwidth is detrimental for the Site;
- Print one copy of any of any pages from Our Site;
- Download extracts from pages on Our Site; and
- Save pages from Our Site for later and/or offline viewing.

Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

Nothing in these Terms of Service limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 ‘Acts Permitted in Relation to Copyright Works’, covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

We make reasonable efforts to ensure that the Content on Our Site is

complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on our Site, or our Site itself, without our prior written permission. This includes, but is not limited to, a prohibition on aggregating product information reviews and shop content made available on our Site.

REVOCACTION OF CONSENT

Where Thriving Scholar Ltd as given prior written consent for your use of our protected material in accordance with our above “Copyright” and “Trademarks” provisions, we may revoke that consent at any time. If we so request, we may require that you immediately take action to remove from circulation, display, publication, or other dissemination, any of the marks, copyrighted content, or other materials that we previously consented for you to use.

INFORMATION SUPPLIED

When using our Site and placing an order, you will provide your name, e-mail address, mailing address, date of birth and PayPal information.

In addition to providing us with the above information about yourself, you must be eighteen years of age or older, or, if a higher minimum age of contractual capacity exists in your jurisdiction, you must be at least that age. Additionally, you represent to us that you are not otherwise considered to be under a disability to enter into a contract with us, whether it be because of an embargo in or against your jurisdiction or any other reason.

OVERVIEW

This Site is operated by Thriving Scholar Ltd. Throughout the Site, the terms “we”, “us” and “our” refer to Thriving Scholar Ltd. Thriving Scholar offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our

Site. By accessing or using any part of the Site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

ONLINE STORE ITEMS

By agreeing to these Terms of Service, you represent that you are at least 18 years old.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Site through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Site is not

accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Site is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the Site. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed

by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our service may include materials from third-parties.

Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them

before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

We do not actively screen blog comments before they are uploaded to our Site by third parties. As a part of your acceptance of this Agreement, you release us from any liability for the actions of third parties on our Site, whether or not we would otherwise normally be held liable for such words under the laws of United Kingdom or any other jurisdiction.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related Site. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product

shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related Site, should be taken to indicate that all information in the Service or on any related Site has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related Site, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related Site for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided '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.

In no case shall Thriving Scholar, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility

To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Thriving Scholar and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable professional and legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this Site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes concerning these Terms of Service, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the courts of England & Wales.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at jaineel@thrivingscholar.com