



Terms of Use, Intellectual Property and Privacy Policy

I. GENERAL CONDITIONS

Acceptance of Terms.

By accessing NYHS website www.newyorkholisticschool.com, you agree to be bound by the terms and conditions described herein ("Terms of Use") and any subsequent changes, as it may be updated from time to time. Except as specifically stated otherwise, these Terms of Use set forth the entire understanding relating to this subject matter.

Choice of Law.

By accessing the site, you agree that the statutes, laws, and regulations of the United States and the State of New York, USA, without regard to conflicts of law principles, will apply to all matters relating to use of the site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the State or Federal Courts in New York County, New York.

Severability.

If any provision of the Terms of Use is held to be invalid or unenforceable by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, all remaining provisions hereof will remain in full force and effect.

Termination.

NYHS reserves the right in our sole discretion to refuse or terminate your access to the Website and its content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website or Content affected by such cancellation or termination. The restrictions imposed on you in these T&C with respect to the Website and its Content will still apply now and in the future, even after termination by you or us

Foreign Access.

The site is controlled and operated in whole or in part by NYHS in the United States. NYHS makes no representation that the content in the site is appropriate or available for use in other locations, and access to it from territories where the content may be illegal is prohibited.

II. PRIVACY POLICY

Voluntary Data Collection.

NYHS collects information that you provide to us under various circumstances, including when you complete a form, enroll in a course, attend different workshops, join a Facebook group / social media, enter a promotion, enroll in the webpage, or otherwise communicate with NYHS. That information may include your name, address, e-mail address, telephone number, and any other information you provide or display in that circumstance.

Automatic Data Collection.

NYHS also collects information when you visit any of our sites or learning platforms. That information may include information about your device, IP address and general physical location derived from it, nature of phone service, referring URL's, operating system, browser type, link clicks and page visits.

Use of Data.

NYHS uses information about you for various legitimate interests, including: helping NYHS to detect and prevent fraud; improve network security; provide, maintain and improve the sites and learning platforms; process transactions; personally communicate with you; improve your user and learning experience; improve our advertising and marketing efforts; facilitate promotions; to contact users about programs or courses for which they have expressed interest; to distinguish adults from minors; and for other legitimate interests. Information about you will be maintained only as long as necessary to serve NYHS's legitimate interests. If, at any time, you want to update or correct your information or would like us to restrict or discontinue using your information, you can contact us at the address provided below. Note that, in some cases, a request to restrict or discontinue the use of your information may prevent you from continuing to enjoy certain products or services.

Disclosure of Data.

NYHS may also share some of your information with our business partners to operate and improve the sites and learning platforms, transmit emails, conduct promotions, manage ads, to process payments, host and protect data, offer technical and customer support, and for other legitimate interests. For instance, if you opt-in to receive NYHS marketing materials or other promotional items, NYHS may provide your information to third parties entrusted with fulfilling those requests. You may opt out of receiving those and other emails from NYHS at any time through the unsubscribe or manage preference link included in such emails.

NYHS also discloses information when required to do so by law, or when NYHS in good faith believes such action is necessary to protect the property or rights of NYHS, third parties or the public at large.

Use of Party Cookies

A “cookie” is a small text file placed on a user’s computer used to store information about the user. NYHS may use cookies to track the pages that users visit during their online session, for marketing and advertising purposes, to help NYHS improve users’ experiences, and/or to help NYHS understand how the site is being used.

Users who do not wish to have cookies placed on their computers should disable “cookies” through their web browser settings, with the understanding that disabling cookies may diminish a user’s experience on the site and that certain features of the site may not function properly without the aid of cookies.

Third Party Cookies

NYHS may allow third party companies to set and access their own cookies. Such “third party cookies” are used to collect data about the site’s traffic, for statistical analysis about the advertisements on the site and to further customize and enhance a user’s experience on the site. Third party cookies may also be used for traffic and conversion analysis or remarketing purposes, which may include, inter alia, promoting display ads based upon users’ past behavior, showing NYHS ads across the Internet and providing reporting on users’ interactions with our ad services. NYHS does not control third party cookies and third-party cookies are not governed by this Privacy Policy, but rather are governed by the privacy policy of the third-party companies.

Intellectual Property

Any unauthorized use of any material contained on the sites or learning platforms may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. NYHS monitors the use of its intellectual property and may seek legal action against any infringing parties.

Digital Millennium Copyright Act (DMCA) Notice

NYHS respects the rights of other copyright holders. If you believe your copyright is being infringed, NYHS will respond to notices of alleged infringement submitted in accordance with 17 USC §512(c)(3).

Notice may be sent by email to: support@newyorkholisticschool.com, or by physical mail at:

New York Holistic School
Attn: School Director.
211 East 43rd. St. Suite 620
New York, NY 10017
support@newyorkholisticschool.com
929-330-4010

Links to Other Websites.

The sites may contain links to third-party websites that are not controlled by NYHS. If you choose to visit such websites, NYHS is not responsible for the privacy practices or content of those websites, and it is your responsibility to review the terms and privacy policies of those websites to confirm that you understand and agree with their policies.

Modifications

NYHS reserves the right to change the sites, these Terms of Use, and any other policies or conditions. Please review this page periodically for any updates or changes. These Terms apply to all visits to the site/s, both now and in the future. Your continued access of the site/s shall be deemed your notification and acceptance of these changes. Questions regarding these Terms of Use should be directed to support@newyorkholisticschool.com;

Request for Permission to Use Content

Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made before you wish to use the Content by completing the "Contact Us" form on this Website, or by sending an e-mail to support@newyorkholisticschool.com

We clearly state that you may not use any content in any way that is contrary to these Terms & Condition unless we have given you specific written permission to do so. If you are granted permission by us, you agree to use the specific content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such content from us, and you consent to immediately stop using such content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Website and its content.

Errors and Omissions.

NYHS makes no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information on our Website or its Content. Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of scientific research is constantly evolving, we cannot be held responsible or accountable for the accuracy of our content. We assume no liability for errors or omissions on the Website, its Content, or in other information referenced by or linked to the site. You acknowledge that such information may contain inaccuracies or errors to the fullest extent permitted by law.

III. PERSONAL RESPONSIBILITY AND ASSUMPTION OF RISK

NYHS employs reasonable technical and organizational safeguards to protect your information, including encrypted and certified web sockets, multiple layers of security and passwords for live and development environments, confusion or removal of data when

transported from live sites to development sites, best practices for user management and security policy, constant updates via patches for known security flaws. Highly sensitive fields such as SSN, EIN, Credit Card and bank information are stored as encrypted and/or obfuscated strings, and are not wholly available via data connections over API, even via authenticated API.

When users submit sensitive information via the site or other means, all information is protected both online and off-line. However, due to the nature of the Internet, NYHS cannot completely ensure, guaranty, or warrant the security of any information transmitted to us or through our sites or learning platforms. Submitting information is done at your own risk.

Legal and Financial Disclaimer.

This Website and its content are not to be perceived or relied upon in any way as business, financial or legal advice. The information provided through our Website and its content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. We are not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website or its content. You are solely responsible for your results.

Medical Disclaimer.

This Website and its content are not to be perceived as or relied upon in any way as medical advice or mental health advice. The information provided through our Website or its content is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read on this Website, its content, or received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

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physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Website participant or user, including you.