

Terms and Conditions of The Queer Life Coach

This document governs

- the use of our website, and,
- any other related agreement or legal relationship with us

in a legally binding way.

You must read this document carefully.

Our website is provided by:

Lune Scalzotto t/a The Queer Life Coach

Contact email: info@thequeerlifecoach.com

What you should know at a glance

Please note that some provisions may only apply to certain categories of users. In particular, certain provisions may only apply to consumers or to those users that do not qualify as consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all users.

TERMS OF USE

Unless stated otherwise, the terms in this section apply generally when using our website.

Specific or additional conditions may apply in certain situations and are noted in this document.

By using our website, you confirm the following:

- you are older than 18 years.

Content on the website

Unless otherwise noted, all content on our website is owned or provided by us or our licensors.

We do our best to ensure the content on our website complies with all laws and respects third-party rights. However, this may not always be achievable.

If you believe your rights are being infringed, without prejudice to any legal prerogatives to enforce your rights, please report any issues using the contact details provided in this document.

Rights regarding content on our website - All rights reserved

We hold and reserve all intellectual property rights for all content.

You may not use such content in any way that is not necessary or implied for the proper use of the service.

Specifically, but without limitation, you may not copy, download, share (beyond the limits mentioned below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer, assign to third parties, or create derivative works from the content on our website. You also cannot allow any third party to do so through your account or device, even unknowingly.

Where explicitly stated, you may download, copy, and share some content from our website for personal and non-commercial use, provided you correctly implement copyright and other required attributions.

Any statutory limitations or exceptions to copyright remain unaffected.

Access to external resources

Through our website, you may access external resources provided by third parties. You acknowledge and accept that we have no control over these resources and are not responsible for their content or availability.

Conditions for third-party resources, including any rights granted in their content, are governed by those third parties' terms and conditions or by applicable law.

Acceptable use

Our website and service may only be used within the scope of what is provided for, under these terms and applicable law.

You are solely responsible for ensuring your use of our website and service does not violate any laws, regulations, or third-party rights.

We reserve the right to protect our interests by denying you access to our website or service, terminating contracts, and reporting any misconduct to the appropriate authorities if you are involved in or suspected of the following:

- violating laws, regulations, or these terms;
- infringing on third-party rights;
- significantly impairing our legitimate interests;

- offending us or any third party;
- displaying inappropriate behavior or language.

TERMS AND CONDITIONS OF SALE

Paid products

Some of our services require payment. Details about fees, duration, and conditions are described below and in the dedicated sections of our website.

Product description

Prices, descriptions, and availability of products are detailed in the relevant sections of our website and may change without notice.

Although we strive for accuracy in presenting products on our website, representations (including graphics, images, colors, and sounds) are for reference only and do not guarantee the characteristics of the purchased product.

The specific characteristics of the chosen product are outlined during the purchasing process.

Purchasing process

Every action taken from selecting a product to submitting the order is part of the purchasing process.

Services are chosen, along with the currency in which you wish to pay. In order to confirm your order, immediate payment will be requested, along with personal details such as name and email address.

Order submission

When you place an order, the following apply:

- submitting an order determines the contract conclusion and obligates you to pay the specified price, taxes, and any additional fees and expenses outlined on the order page;
- if the purchased product requires action from you, such as providing personal information or specific requests, submitting the order means you agree to cooperate accordingly;
- after submitting the order, you will receive a receipt confirming that the order has been received.

All communications regarding the purchasing process will be sent to the email address you provided.

Prices

During checkout and before order submission, you will see all charges, including any fees, taxes, and costs.

On our website, prices are displayed including all applicable fees, taxes, and costs.

Prices can be found in the FAQ section, and are displayed clearly when booking a service.

Methods of payment

Details about accepted payment methods are provided during the purchasing process.

Payments are made via Stripe, unless agreed otherwise.

Cancellations and rescheduling

Rescheduling and canceling of services can be done up to 24 hours before your appointment starts. Appointments cancelled or rescheduled within 24 hours of your start time will be charged in full.

We maintain the right to refuse service if this becomes a regular occurrence.

USER RIGHTS

Right of withdrawal

Unless exceptions apply, if you qualify as a European consumer, you have the right to withdraw from a contract within a specified period (usually 14 days), without giving any reason. If you don't fit this qualification, you cannot benefit from the rights described in this section.

Exercising your right of withdrawal

To withdraw from a contract, you must inform us clearly of your decision. This can be done using a withdrawal form or by any other clear statement via email. Make sure to do this before the withdrawal period ends.

Effects of withdrawal

If you correctly withdraw from a contract, we will reimburse you for all payments made to us.

We will process your reimbursement promptly and no later than 14 days after we receive your withdrawal notification. Reimbursements will be made using the same payment method you used for the initial transaction unless agreed otherwise. You will not incur any costs or fees for this reimbursement.

UK USER RIGHTS

Right to cancel

Unless exceptions apply, if you qualify as a consumer in the United Kingdom, you have the right to withdraw from a contract within a specified period (usually 14 days), without giving any reason. If you do not fit this qualification, you cannot benefit from the rights described in this section.

Exercising your right to cancel

To withdraw from a contract, you must inform us clearly of your decision. This can be done using a cancellation form or by any other clear statement via email. Make sure to do this before the cancellation period ends.

Effects of cancellation

If you correctly withdraw from a contract, we will reimburse you for all payments made to us.

We will process your reimbursement promptly and no later than 14 days after we receive your cancellation notification. Reimbursements will be made using the same payment method you used for the initial transaction unless agreed otherwise. You will not incur any costs or fees for this reimbursement.

LIABILITY AND INDEMNIFICATION

We limit our liability as much as legally allowed when executing agreements with you. This means our responsibility for damages is reduced to the maximum extent permitted by law unless explicitly stated otherwise or agreed upon with you.

Indemnification

You agree to indemnify us and our affiliates, officers, directors, and employees from any claims or demands made by third parties due to or in connection with any culpable violation of these terms or third-party rights related to your use of the service to the extent allowed by law.

Limitation of liability

Unless explicitly stated otherwise and subject to applicable law, you cannot claim damages against us (or any individual or entity acting on our behalf).

However, this exclusion does not apply to damages affecting life, health, or physical integrity, damages arising from the breach of significant contractual obligations (such as those necessary to fulfill the contract's purpose), and/or damages resulting from intentional or gross negligence, provided that our website has been used appropriately and correctly by you.

Unless damages stem from intentional or gross negligence, or they impact life, health, or physical integrity, our liability is limited to typical and foreseeable damages at the time the contract was entered into.

COMMON PROVISIONS

No waiver

Our failure to assert any right or provision under these terms does not waive that right or provision. No waiver will constitute a continuing waiver of such term or any other term.

Service interruption

To maintain the best service level, we reserve the right to interrupt the service for maintenance, updates, or other changes, with appropriate notification.

We may suspend or discontinue the service within legal limits. If discontinued, we will assist you in withdrawing personal data and respect your rights regarding continued product use and compensation under applicable law.

The service may be unavailable due to events beyond our reasonable control, such as infrastructure breakdowns or blackouts.

Service reselling

You may not reproduce, duplicate, copy, sell, or exploit any part of our website or its service without our express written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

For information on the use of personal data, you can refer to our website's privacy policy.

Intellectual property rights

Without prejudice to any more specific provisions in these terms, all intellectual property rights associated with our website, including copyrights, trademark rights, patent rights, and design rights, are exclusively owned by us or our licensors. These rights are protected by applicable laws and international treaties concerning intellectual property.

All trademarks, whether nominal or figurative, and any other marks, trade names, service marks, word marks, illustrations, images, or logos associated with our website, are and remain the exclusive property of us or our licensors. These are also protected by applicable laws and international treaties related to intellectual property.

Changes to the terms

We reserve the right to modify these terms at any time, informing you of any changes.

Such changes will only affect the relationship with you from the date communicated onwards.

Your continued use of the service will signify your acceptance of the revised terms. If you do not wish to be bound by the changes, you must stop using the service and terminate the agreement.

The applicable previous version will govern the relationship prior to your acceptance. You can obtain any previous version from us.

If legally required, we will notify you in advance of when the modified terms will take effect.

Assignment of contract

We reserve the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these terms, considering your legitimate interests. Provisions about changes to these terms will apply accordingly.

You cannot assign or transfer your rights or obligations under these terms without our written permission.

Contact

All communications regarding the use of our website must be sent using the contact information provided in this document.

Severability

Invalidity or unenforceability of any provision under applicable law will not affect the validity of other provisions, which will remain in full force and effect.

EU users

If any provision of this document is void, invalid, or unenforceable, we both agree to do our best to find, in an amicable way, an agreement on valid and enforceable provisions.

In case of failure to do so, the void, invalid, or unenforceable provisions will be replaced by the applicable statutory provisions.

Regardless of the above, the nullity, invalidity, or impossibility of enforcing a particular provision of this document will not nullify the entire agreement, unless the severed provisions are essential for it, or of such importance that we both would not have entered into the contract if

we had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship for you or us.

Governing law

These terms are governed by the law of the place where we are based, as outlined in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that you are based on provides for higher applicable consumer protection standards, such higher standards will prevail.

Venue of jurisdiction

The jurisdiction over any controversy related to these terms lies with the courts of the place where we are based, as outlined in the relevant section of this document.

Exception for consumers in Europe

However, regardless of the above, this does not apply if you qualify as a European consumer or if you are a consumer based in the United Kingdom, Switzerland, Norway, or Iceland.

UK consumers

If you are a consumer based in England and Wales, you may bring legal proceedings related to these terms in the English and Welsh courts. If you are a consumer based in Scotland, you may bring legal proceedings in either the Scottish or the English courts. If you are a consumer based in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

DISPUTE RESOLUTION

Online dispute resolution for consumers

The European Commission has set up an online platform for alternative dispute resolution, providing an out-of-court solution for resolving disputes arising from online sale and service contracts.

Therefore, European consumers or consumers based in Norway, Iceland, or Liechtenstein can use this platform to settle disputes arising from online contracts. You can access the platform [via the following link](#).