



## Terms of Service

### Meanings

1. These words and phrases have defined meanings:

<b>Sole Trader</b> – referred to as either ‘the Company’, ‘We’, ‘Us’ or ‘Our’ in this Agreement. Refers to ZenVA – Virtual Assistance (‘ZenVA’).
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<b>Content</b> – refers to content, such as, text, images, or other information that is posted, uploaded, linked to, or otherwise made available to the User.
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<b>Feedback</b> – means feedback, innovations or suggestions sent by the User regarding the attributed, performances or features of Our Website.
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<b>Terms of Service</b> – referred to as ‘Agreement’. Means these Terms of Service that form the entire agreement between the Users’ and the Sole Trader regarding the use of the Website.
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<b>Website</b> – refers to ZenVA’s website, accessible from <a href="https://zen-va.com">https://zen-va.com</a> . Including any sub-domains, unless expressly excluded by their own terms and conditions.
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<b>You/User(s)</b> – means any third party that accesses the Website and is not either (i) employed by the Website owner and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to the Website owner and accessing the Website to provide such services.
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### Introduction

1. These Terms of Service govern the use of this Website. This Agreement operates between the User of this Website, and the Sole Trader. Please read these Terms of Services carefully, as they affect the legal rights of all Users who access or use the Website. Your agreement to be bound by and comply with the Terms of Service is deemed to be given upon your first use of the Website. If any User does not agree to be bound by, or to comply with, the Terms of Service, the User should stop using this website immediately.
2. All Users must be at least eighteen (18) year of age to use this Website. By using the Website and agreeing to these Terms of Service, the User represents and warrants that they are at least eighteen (18) years of age.
3. Your access to and use of the Website is also conditioned upon Your acceptance of and compliance with the privacy policy of the Company. Please carefully read these before using Our Website.



### **Intellectual Property and Acceptable Use**

4. All Content included on the Website is the property of ZenVA and any relevant third parties. In these Terms of Service, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission.
5. Users may use the Content of the Website for research and to support them in making pertinent commercial decisions.
6. Users must not otherwise, reproduce modify, copy, distribute or use for commercial purposes any Content without the written permission of Catrin Zenner – Founder of ZenVA. Permission can be sought by emailing [hello@zen-va.com](mailto:hello@zen-va.com) with the email subject: Request to Use Content from ZenVA's website.

### **Prohibited Use**

7. Users may not use the Website for any of the following purposes:
  - a. In any such way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
  - b. in any such way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, government order; or
  - c. making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

### **Your Feedback to Us**

8. Users assign all rights, title, and interest in any Feedback they provide the Sole Trader. If for any reason such assignment is ineffective, Users agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclosure, sub-licence, distribute, modify, and exploit such Feedback without restriction.

### **Links to Other Websites**

9. Our Website may contain links to third-party websites or services not owned or controlled by the Sole Trader.
10. The Sole Trader has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. Users further acknowledge and agree that the Sole Trader 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 the use of or reliance on any such content.

11. We strongly advise Users to read the terms of service and privacy policies of any third-party websites they visit.

#### **Availability of the Website and Disclaimers**

12. Any online facilities, tools, services, or information that is made available through the Website is provided 'as is' and on an 'as available' basis. We give no warranty that the Website will be free of defects and/or faults. To the maximum extent permitted by law, we provide no warranties (express or implied) of the fitness for a particular purpose, accuracy or information, compatibility, and satisfactory quality.
13. We are under no obligation to update information on the website.
14. Whilst the Website Owner uses all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, the Owner gives no warranty or guarantee in that regard and all Users take responsibility for their own security and the security of their personal details and their computer.
15. The Owner accepts no liability for any disruption or non-availability of the Website.
16. The Owner reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These Terms of Service shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

#### **Limitation of Liability**

17. Nothing in these Terms of Service shall:
  - a. Limit or exclude Our, or Your, liability for death or personal injury resulting from our, or your, negligence, as applicable;
  - b. limit or exclude our, or your, liability for fraud or fraudulent misrepresentation; or
  - c. limit or exclude any of our, or your, liabilities in any way that is not permitted under applicable law.
18. We will not be liable to you in respect of any losses arising out of events beyond reasonable control.
19. To the maximum extent permitted by law, the Owner accepts no liability for any of the following:



- a. Any businesses losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software; or
- c. any special, indirect, or consequential loss or damage.

### **Changes to these Terms of Services**

20. Changes to this Terms of Service shall be posted on our Website from time to time in response to changing legal, regulatory, or operational requirements. Where changes are significant, in our sole good faith discretion, we may also notify you via email prior to these changes becoming effective. Where required by law, we will obtain the consent of all Users to such changes. We encourage Users to periodically review this page for the latest information on our Terms of Service.

### **General**

21. Users may not transfer any of their rights under these Terms of Service to any other person. We may transfer our rights under these Terms of Service where we reasonably believe your rights will not be affected.
22. These Terms of Service contain the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Terms of Service.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Terms of Services and no third party shall have any right to enforce or rely on any provisions in these Terms of Service.
24. If any court or competent authority finds that any provision of these Terms of Service (or part of any provision) is invalid, illegal, or unenforceable, that provision of part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms of Services shall not be affected.
25. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy shall be deemed a waiver or that, or any other, right or remedy.
26. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

### **Details**

27. This Website is operated by hostinger.com and created through WordPress.
28. You can contact Us via email for more information: [hello@zen-va.com](mailto:hello@zen-va.com)

**Last Update:** 26/07/2022