



Elevation Floatation and Yoga – Website Terms and Conditions

Notice to users:

This Website and the concept behind it are unique to Elevation Floatation and Yoga. We take pride in our work and believe in protecting our individuality.

By using the Elevation Floatation and Yoga website located at www.elevationfloat.com.au (Website), you agree to comply with these terms (Terms and Conditions). Elevation Floatation and Yoga Pty Ltd (ACN 604 513 680, 167 Camberwell Road, Hawthorn East, VIC 3123) (we, our, us or Elevation Floatation and Yoga) may change these Terms and Conditions at our discretion and without notice. By continuing to use our Website you accept, and agree to abide by, those amended Terms of Use.

Material:

The purpose of our Website is to provide you with the opportunity to view our work and services and the work and services of those we collaborate with (Suppliers).

Reliance:

Our Website has been created to provide general information to users. Whilst we will make every effort to provide you with up-to-date information, we do not guarantee the accuracy, completeness, reliability or timeliness of our Website or any reports or services provided through it, and we are not obliged to update our Website or correct any inaccuracies, which may become known to us.

Prohibited Acts:

You must not access or use our Website (i) in a way that violates these terms; (ii) for unlawful activities or purposes; (iii) in a way that is fraudulent, inaccurate, false, misleading or deceptive; (iv) in a way that violates any applicable law (including, without limitation, applicable privacy laws); or (v) in a way that infringes the rights (including the Intellectual Property Rights, as defined below) of any other person.

Intellectual property rights:

Unless otherwise indicated, we own the copyright and other intellectual property rights contained in our Website, in the structure of our Website as well as its look and feel. All components of our Website including text, graphics, photographs, font, logos, videos, domain names, service marks, trademarks, information, designs (including all intellectual property displayed within photographs) and data (Content) have been specifically created by and/or for Elevation Floatation and Yoga and as such are the property of Elevation Floatation and Yoga. We believe in protecting our intellectual property rights contained in our Website, the materials displayed throughout, and reserve our rights to take necessary action against the misuse of the Content on our Website. While you may browse or print the Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to use, copy or reproduce any part of our Website or the Content for any other purpose. All trademarks appearing on our Website belong to their respective owners. All reports and other services provided by Suppliers through our Website belong to the respective Supplier.

Ownership of information:

As between you and us, all rights, title and interest (including Intellectual Property Rights) in the Website are owned by us (and, as applicable, our third party Suppliers).

Third party links:

Our Website may contain links to other sites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those sites, nor do we endorse any information, opinions, goods or services referred to on them.

Liability:

Your use of, and reliance on, our Website (including all Content) is entirely at your own risk, and we exclude our liability to you (including because of our negligence) for all types of loss resulting from your use of or reliance on our Website (including all Content), however incurred, including (without limitation) for any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure or computer viruses, or any indirect or consequential loss, resulting from your use of our Website or its Content.

Indemnity:

You indemnify us against any loss or damage we suffer (including any claim made by a third party) arising from or in connection with your breach of these terms or the terms and policies it incorporates by reference, or your violation of any law or the rights of any third party.

Privacy Policy:

Your use of our Website is governed by our Privacy Policy, which is located on the bottom of our website.

Governing law:

These Terms and Conditions are to be governed by and construed in accordance with the laws of the State of Victoria, Australia. If any term or condition of these Terms and Conditions conflicts with the provision of any legislation of the Commonwealth of Australia or any State, that legislation will prevail. Our Website may be accessed from outside Australia. We make no representation that the Content available through our Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

Yoga Student and Float Patron Terms and Conditions:

The Terms and Conditions that govern the booking and attendance of Elevation Floatation and Yoga Float sessions or Yoga classes, including membership terms can be found on our website.