

## **Terms and conditions of use**

### **Our Terms**

By using gobeyondbalance.com you agree to our Terms. We may change our Terms from time to time so please check them. If you do not agree to our terms you should not use our site.

### **Use**

You agree to use our site for lawful purposes and in ways that respect the rights, views and wellbeing of other users and are in keeping with the aims and spirit of this site. You will not post comments that are offensive, abusive or disruptive, including advertisements or spam. If you do breach these rules we reserve the right monitor, suspend or close your account.

### **Privacy and Confidentiality**

We are committed to protecting your privacy and safeguarding the information you enter on this site. We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, unless we are legally obliged to do so. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services.

Another type of data you may enter are responses to the questionnaires and ratings. We intend to analyze this data and use it to keep improving the site and the suggested systems for the benefit of our users. We therefore reserve the right to use your data for research, analysis and development purposes, including publication of aggregated or summary results (e.g. the average wellbeing scores of men and women) and from which it is impossible to identify the scores or ratings of any particular individual.

Similarly, when our survey system comes on line your employer may invite you take part in a survey. Its up to you if you do, the system will not show or make available details of who did or did not take part and will only provide aggregated or summary data for groups of people and from which it is impossible to identify the scores or ratings of any particular individual.

Another type of data you may enter are comments which are published showing your user name. While we take care to safeguard your privacy so should you, here as elsewhere you should be careful what you divulge through your comments. You should also keep your username and password details safe and secure.

### **Intellectual Property**

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### **Contributed Content**

By contributing content to gobeyondbalance.com (ratings, responses, comments, articles, images etc) you grant us permission to use this content in any way we want free of charge. This permission is not exclusive and you retain the copyright so you can use the content in any way you want.

By contributing content you also confirm that it is your own, original data, it is not unlawful or illegal and you have the necessary rights, permissions or consents to submit it.

### **Disclaimer and Limitation of Liability**

Gobeyondbalance.com delivers the site and content on an 'as is' and 'as available' basis, does

not promise they will error-free or uninterrupted or that bugs will be fixed and disclaims all warranties.

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Other than for liabilities that cannot be excluded by law, gobeyondbalance.com cannot accept any responsibility for any loss or injury resulting from the content, the decisions you make or the activities you choose.

You agree to indemnify gobeyondbalance.com free from loss, against any claim made by a third party arising out of your use of the site.

Gobeyondbalance.com is not responsible for the content on third party sites we link to nor for the views or comments posted here by users.

## **Payment**

Cash or Personal Cheque with Bankers Card, all major Credit/Debit Cards, Bankers Draft or BACS Transfer are all acceptable methods of payment.

## **Termination of Agreements and Refunds Policy**

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in the United Kingdom and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

## **General**

The laws of Constitution of India govern these terms and conditions. By accessing this website you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set

out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

## Specific

1. This site is preferably for those who are physically and mentally fit and for those with minor illnesses which can be taken care of with preliminary medical intervention. [WHO definition of health is, health is not merely absence of disease but physical, mental and social well-being].

“This is not a site for treatment of serious illnesses  
This is for people who believe that life is not a chance happening or an accident  
This is for people who believe that life has a purpose!”

2. The advices given by us on diet, exercise, yogasan, pranayam, home remedies and shiatsu points are not designed for people who suffer from major diseases and disorders of heart, brain, kidney, liver, etc. [See International Classification of diseases and disorders](#).

3. Gobeyondbalance does not claim to provide any kind of treatment by means of any therapy or prescription of cosmetic medicine. All illnesses are classified under Gobeyondbalance as dis-eases and diseases and further as “manageable through lifestyle and dietary corrections, home based remedies and simple exercises” which will not have any harmful or side effects as in case of drugs and “serious – needs consultation of doctor”. In the first case, Gobeyondbalance is not responsible for non-improvement in condition due to negligence of undertaking advices or lack of understanding on part of the user. In the second case, Gobeyondbalance asks ‘to consult a doctor immediately and only after his examination, follow our advice after following his medical advice’ if the user submits proper information regarding his disease and hence Gobeyondbalance is not responsible for any undesirable effects coinciding with the use of Gobeyondbalance program with the ignorance or negligence of our warning. Gobeyondbalance does not provide reference to any particular doctor or any other medical agency.

4. Each and every advice given to the user by Gobeyondbalance is based on the information he submits through our questionnaires. Therefore the accuracy of advice will rely on the honesty of information the user provides about him/her. Confidentiality: All information given by the user will be strictly confidential and will not be divulged to anyone. No other user or third party will have access to this file. Gobeyondbalance is not responsible for wrong recommendations arising from mutual sharing of data between two users or between a user and non-user.

5. No portion of Gobeyondbalance may be reproduced, stored in a retrieval system or

transmitted in any form or by any means, email, print or otherwise, without prior permissions of Satayushi Pvt. Ltd. Reproducing any portion of Gobeyondbalance – the questionnaires, advices, images, articles, etc. is prohibited.

6. Gobeyondbalance proposes no customized or specialized advice for users who are pregnant. Only general dietary and lifestyle advices are served. The users who become pregnant during their membership term are required to update the same in their medical history with Gobeyondbalance and Gobeyondbalance does not hold responsibility for any advice if the user fails to update the same. For the users who become pregnant during their membership term, only the regular articles and other editorial material will be serviced.

7. If any user happens to meet with a serious disease or injury to any major part of the body, he/she must update the same via medical history and stop following the advices from Gobeyondbalance until he is examined by a doctor.

8. Gobeyondbalance is not responsible for the results following false registration by anybody regarding the age limit of 18 years, regarding major illnesses, post surgery and pregnancy.

9. The dietary advices given by Gobeyondbalance are based on Indian diet. Any foreigners registering with Gobeyondbalance may or may not receive their customized diet plan within their membership span of 90 days starting from the day of registration. Gobeyondbalance holds the sole authority over whether the database of diet or any other section will be updated according to the inflow of new data immediately or at a later date.

10. The user ID and password will be automatically deactivated after the membership span of 90 days starting from the day of registration. The user will receive an advance notice of the same and requested to register to the next version. Re-registering to the version 1 of Gobeyondbalance after its expiry is not recommended unless the user has been unable to use the program regularly.

11. The user has to submit all the questionnaires sent to him on or before the number of days duly suggested by Gobeyondbalance. Prior notices of any such deadlines will be transmitted to the user for multiple times. In case the user fails to do the same, his account with Gobeyondbalance will be de-activated and his membership fee will be non-refundable.

12. The user can register with Gobeyondbalance by submitting the registration form given by [www.gobeyondbalance.com](http://www.gobeyondbalance.com) and paying the demanded registration and membership fee. This fee is non-refundable and non-transferable.

## **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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