

Terms of Service

Effective Date: 01/10/2024

Welcome to BreathingHeal.com! These Terms of Service ("Terms") govern your use of our website and services. By accessing or using BreathingHeal.com (the "Website"), you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Website.

1. Acceptance of Terms

By accessing or using BreathingHeal.com, you confirm that you have read, understood, and agree to be bound by these Terms. These Terms apply to all visitors, users, and others who access or use the Website.

2. Services Provided

BreathingHeal.com provides content, tools, and services related to breathing techniques to improve health and promote calmness. The information and resources provided on this Website are for educational purposes only and are not a substitute for professional medical advice, diagnosis, or treatment. Always consult with a healthcare provider before making changes to your breathing practices or health routines.

3. User Accounts

You may be required to create an account to access certain features or services on our Website. You agree to provide accurate, current, and complete information when creating an account. You are responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account.

You agree to notify us immediately of any unauthorized use of your account or any other security breach.

4. User Conduct

When using BreathingHeal.com, you agree to:

- Use the Website for lawful purposes only.

- Not engage in any conduct that could damage, disable, overburden, or impair the Website.

- Not attempt to gain unauthorized access to any part of the Website, user accounts, or systems.

- Not post or transmit any material that is defamatory, harmful, threatening, abusive, or otherwise objectionable.

- We reserve the right to terminate or suspend your access to the Website without notice for violating these Terms or engaging in any prohibited conduct.

5. Intellectual Property

All content, materials, and features available on BreathingHeal.com, including but not limited to text, graphics, logos, icons, images, audio clips, and video, are the property of BreathingHeal.com or its content suppliers and are protected by copyright, trademark, and other intellectual property laws. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, or otherwise use any content from the Website without our prior written consent.

6. Disclaimer of Warranties

BreathingHeal.com is provided "as is" and "as available" without any warranties of any kind, either express or implied. We do not warrant that the Website will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

To the fullest extent permitted by law, we disclaim all warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability

To the maximum extent permitted by law, BreathingHeal.com and its affiliates, directors, employees, or agents shall not be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to damages for loss of profits, data, or other intangible losses, resulting from your use of or inability to use the Website or services, even if we have been advised of the possibility of such damages.

8. Indemnification

You agree to indemnify, defend, and hold harmless BreathingHeal.com, its affiliates, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorney fees, arising out of or in any way

connected with your access to or use of the Website, your violation of these Terms, or your infringement of any third-party rights.

9. Third-Party Links

BreathingHeal.com may contain links to third-party websites or services that are not owned or controlled by us. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites. By using the Website, you acknowledge and agree that we shall not be liable for any damage or loss caused by your use of third-party content.

10. Termination

We may terminate or suspend your access to the Website at our discretion, without notice, for conduct that we believe violates these Terms or is harmful to our users, our business, or third parties.

Upon termination, all provisions of these Terms that by their nature should survive termination, including ownership provisions, disclaimers of warranty, and limitations of liability, shall survive.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of New York, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms or the use of BreathingHeal.com shall be resolved exclusively in the courts located within New York, USA.

12. Changes to Terms

We reserve the right to modify or update these Terms at any time. Any changes will be posted on this page with the updated effective date. Your continued use of BreathingHeal.com after the posting of any changes constitutes your acceptance of the new Terms.

13. Contact Us

If you have any questions about these Terms or our services, please contact us at:

BreathingHeal.com

Email: support@BreathingHeal.com

Address: 201 Cypress Lane West, Westbury, New York, 11590