

TERMS AND CONDITIONS AND PRIVACY POLICY

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TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions, which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and 2596303 Ontario Inc, a Corporation operating out of the Province of Ontario (“**CasaVeda Agency**”). CasaVeda Agency may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Trademark & Copyright.** Logos for CasaVeda Agency are trademarks of CasaVeda Agency and its affiliates (the “**Marks**”). You must obtain written permission from CasaVeda Agency to use the Marks. All materials created by CasaVeda Agency on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to CasaVeda Agency. The contents of this Site are all copyrighted by CasaVeda Agency, unless otherwise noted. You must obtain written permission from CasaVeda Agency to use the contents of the Site in any manner not authorized by these Terms and Conditions.
 - 1.1. No part of our content, including but not limited to text, images, audio, or video, may be used to develop, train, or improve any artificial intelligence model, machine learning algorithm, or similar technology. Any such use is explicitly prohibited and is a violation of these terms.
2. **Links to Third-Party Websites.** This Site may contain links to third-party websites. All such linked sites, materials and pages are not under the control of CasaVeda Agency and CasaVeda Agency is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third-party website. CasaVeda Agency accepts no liability for any errors or omissions contained in third-party websites. These links are provided to improve your use of this Site, enable you to connect with CasaVeda Agency on various platforms, help CasaVeda Agency offer the easiest services for you and conduct transactions.
3. **Use License.** If CasaVeda Agency has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
 - 3.1. Modify or copy the materials;
 - 3.2. Use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. Transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by CasaVeda Agency at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: All sales are final. Our services are non-refundable.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site are for informational and educational purposes only. What we share is the opinion and perspective of CasaVeda Agency. The information and education are not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefit that you'll get from our Site, our products or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any clearer about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** CasaVeda Agency may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after CasaVeda Agency modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall CasaVeda Agency or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if CasaVeda Agency has been notified orally or in writing of the possibility of such damage.
9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to CasaVeda Agency's Site to the exclusive jurisdiction of the courts of the Province of Ontario without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify CasaVeda Agency and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of CasaVeda Agency linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and CasaVeda Agency relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by CasaVeda Agency. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by CasaVeda Agency to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

CasaVeda Agency understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for 2596303 Ontario Inc and its subsidiaries and affiliates (collectively, “**CasaVeda Agency**”) with respect to how CasaVeda Agency collects your personal information. It also describes how CasaVeda Agency maintains, uses, and discloses personal information. This Privacy Policy also sets out how you can access certain information that CasaVeda Agency may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”). Personal Information does not include any information that is aggregated or otherwise de-identified.

Please note that the Site may contain links to other third-party websites that are not controlled or operated by CasaVeda Agency. This Privacy Policy does not apply to such third-party websites, and CasaVeda Agency is not responsible for the content of such third-party websites or the privacy practices of such third parties. CasaVeda Agency encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to CasaVeda Agency and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting CasaVeda Agency at hello@casavedaagency.com. You understand that if you withdraw your consent, CasaVeda Agency may not be able to continue to offer its services and provide its information to you.
2. **Children Under 18.** The Site is not intended for individuals under 18 years of age. CasaVeda Agency does not knowingly collect Personal Information from anyone under this age. If you are under 18, do not use the Site, register, make purchases, or provide any Personal Information (including your name, contact details, or usernames) through our features. If we learn that we have collected Personal Information from a child under 18 without verified parental consent, we will delete that information. If you believe we may have information from or about a child under 18, please contact us at athello@casavedaagency.com.
3. **Revisions to this Privacy Policy.** CasaVeda Agency reserves the right, in CasaVeda Agency’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. CasaVeda Agency will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date it is posted. CasaVeda Agency will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
4. **Personal Information**
 - 4.1 **What do we collect?** CasaVeda Agency may directly collect your name, address, **phone number, birthday, billing address and email address**. There may be other information you provide but that will not be collected by CasaVeda Agency and instead will be collected by the third parties CasaVeda Agency works with, as outlined in 4.4.
 - 4.2 **Email and Phone Number.** We may collect your email address and phone number and may send you a newsletter or other promotional materials through email for promotional or informational purposes. Subscribing to our newsletters is optional, and you will always be able to unsubscribe. This applies to any information you submit through our website or provide to us in any other manner. We may contact you via phone if there is information

that would be beneficial to share with you. In accordance with this Privacy Policy, if you do not want to be reached by phone, you can choose not to share your phone number or ask us not to contact you via phone.

4.3 Collection of Personal and Performance Data. CasaVeda Agency collects and stores specific information necessary to provide and tailor our services to your needs. This data is handled with reasonable security measures, retained only as long as necessary, and used in accordance with Canadian privacy laws (PIPEDA).

4.3.1 For Yoga & Wellness Clients. We may collect physical and health-related data, including height, weight, fitness goals, and before-and-after photographs. This information is used exclusively to track your progress and customize your training programs. With your express permission and a signed Media Release, photographs may be used for promotional purposes.

4.3.2 For Business Consulting Clients. We may collect professional data, including business performance metrics, organizational structures, and photographs of your workspace or team for analysis. This data is used to evaluate the effectiveness of our consulting services and to provide strategic recommendations tailored to your specific operations.

You may refuse to provide this information; however, doing so may limit our ability to provide the personalized assessments or the high-level strategic results you are seeking.

4.4 Third Parties. CasaVeda Agency may work with third-party applications to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties with which CasaVeda Agency may work on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.4.1 Facebook <https://www.facebook.com/privacy/policy>
- 4.4.2 Google Workspace <https://policies.google.com/privacy?hl=en>
- 4.4.3 Google Drive <https://policies.google.com/privacy?hl=en>
- 4.4.4 Inerac (e-transfer) <https://www.interac.ca/en/legal/#interac-ca-privacy-policy>
- 4.4.5 Instagram <https://privacycenter.instagram.com/policy>
- 4.4.6 Loom <https://www.loom.com/privacy-policy>
- 4.4.7 Paypal <https://www.paypal.com/en/webapps/mpp/ua/privacy-full>
- 4.4.8 QuickBooks <https://www.intuit.com/privacy/statement/>
- 4.4.9 ShowIt <https://showit.com/privacy/>
- 4.4.10 Stripe <https://stripe.com/privacy>
- 4.4.11 Substack <https://substack.com/privacy>
- 4.4.12 Systeme.io <https://systeme.io/privacy-policy>
- 4.4.13 Telegram <https://telegram.org/privacy?>
- 4.4.14 Trello <https://www.atlassian.com/legal/privacy-policy>
- 4.4.15 Typeform <https://www.typeform.com/help/a/security-privacy-standards-at-typeform>
- 4.4.16 Wise <https://wise.com/us/legal/privacy-policy>
- 4.4.17 Zapier <https://zapier.com/privacy>
- 4.4.18 Zoom <https://zoom.us/privacy>

5. How will CasaVeda Agency use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by CasaVeda Agency but instead by one of the third parties listed in section 4.4 above.
- 5.2. Your name and email address are collected but will not actually be stored on the Site. Any information captured will be processed through third-party websites in section 4.4 above.

- 5.3. Your phone number may be used to contact you by phone if we have information we believe would benefit you.
 - 5.4. If you subscribe to our newsletter, we will use your Personal Information to send it to you.
 - 5.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing information. You can opt not to receive these emails from us by either clicking “unsubscribe” at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails.
 - 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding the Service you purchased.
 - 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law.
 - 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.
6. **Storing Your Personal Information.** CasaVeda Agency may store your Personal Information when you interact with the Site. **CasaVeda Agency will be happy to delete any of your Personal Information it holds upon a written request made by you.** Your Personal Information will be safely disposed of by CasaVeda Agency.
 7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of CasaVeda Agency and its associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
 8. **We Play by The Rules.** The Site and CasaVeda Agency abide by all relevant Canadian laws in all aspects of our operations. As such, we abide by all the rules of CASL (Canadian Anti-Spam Laws) and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our compliance with this legislation, feel free to reach out to hello@casavedaagency.com.
 9. **Affiliate Relationships.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we think may be of interest to people who visit our website. After we do our own research and decide that an item is of value to ourselves, our community, or our clients, we choose to promote it and are compensated when our readers click the link or purchase the product or service. (That compensation comes from our affiliate, not you.) Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
 10. **Do Not Track Signals.** CasaVeda Agency currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards, and there is no accepted standard on how to respond to such signals.
 11. **Analytics.** The Site keeps the following information from your visits to our webpage: We use visitor information to improve our customer engagement. It tells us where and when people visit the Site, how long they stay, and their IP addresses for website and server security.
 12. **Cookies.** The Site uses ‘cookies’ to keep a record of the number of times you’ve visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses

cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.

- 12.1.** A cookie is a small text file that is sent by the Site's servers to your hard drive and can only be read and interpreted by those servers. No Personal Information is stored in the cookie, and there is nothing on it that can identify you personally.
- 12.2.** Cookies play an important role in how you interact with the Site, ensuring the usability of its features, helping the Site understand your preferences, and thereby improving your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change how you access the Site and may render some of the Site's features unusable, but, of course, it is your choice.
- 13. Disclosure of Personal Information.** CasaVeda Agency will NEVER sell or license any Personal Information we collect from you. CasaVeda Agency is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by CasaVeda Agency, you agree to be bound to and consent to the provisions of our third parties' privacy policies.
- 14. Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by Canadian laws and the Province of Ontario. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Ontario. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the Province of Ontario.
- 15. Your Consent.** By choosing to provide CasaVeda Agency with your Personal Information, you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
- 16. Protecting Your Privacy.** CasaVeda Agency is committed to protecting your privacy. Security measures, such as using passwords on servers and computers and locked cabinets where Personal Information is stored, have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third-party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. CasaVeda Agency makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of it.
- 17. The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to the interception of information. We cannot guarantee that the information you provide to CasaVeda Agency over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of CasaVeda Agency's control.
- 18. Verifying and Amending Your Personal Information.** CasaVeda Agency tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at hello@casavedaagency.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by CasaVeda Agency at any time or seek to make corrections to it.
- 19. Arbitration.** Any controversy or claim arising out of or relating to this agreement shall be settled exclusively by binding arbitration conducted in the Province of Ontario or through such other arbitrator as mutually agreed upon by the parties. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction. The losing party shall bear the costs of arbitration. The arbitration award shall be final and binding upon the parties, and the parties hereby waive any rights to appeal or challenge the award, to the extent permitted by applicable law. This arbitration clause shall survive the termination or expiration of this agreement.

20. **Resolving your concerns.** If you have any questions or concerns about CasaVeda Agency's Personal Information collection, use and disclosure practices, please let us know at hello@casavedaagency.com, and we will do our best to help you.