Terms of Service

**OVERVIEW**

This website is operated by Benigna lactation. Throughout the site, the terms “we”, “us” and “our” refer to Benigna lactation. Benigna lactation offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our site is hosted on Wix.com. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

**SECTION 1 – ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our site for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

**SECTION 2 – GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

**SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

**SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES**

Services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

**SECTION 5 – PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or services pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product/ services at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material obtained by you will meet your expectations, or that any errors in the Service will be corrected.

**SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order or booking you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order or booking, we may attempt to notify you by contacting the e‑mail and/or billing address/phone number provided at the time the order/ booking was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

**SECTION 7 – OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools ”as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

**SECTION 8 – THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e‑mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

**SECTION 10 – PERSONAL INFORMATION**

Your submission of personal information through the site is governed by our Privacy Policy. To view our Privacy Policy.

**SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, bookings and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

**SECTION 12 – PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

**SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Benigna lactation, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

**SECTION 14 – INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Benigna lactation and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

**SECTION 15 – SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

**SECTION 16 – TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

**SECTION 17 – ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

**SECTION 18 – GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United Kingdom.

**SECTION 19 – CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**SECTION 20 – CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at Benignahealthcare@gmail.com

Privacy policy

**Scope**

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This document refers to personal data, which is defined as information concerning any living person (a natural person who hereafter will be called the Data Subject) that is not already in the public domain. The General Data Protection Regulation (GDPR) which is EU wide and far more extensive than its predecessor the Data Protection Act, along with the Privacy and Electronic Communications Regulations (PECR), seek to protect and enhance the rights of EU data subjects. These rights cover the safeguarding of personal data, protection against the unlawful processing of personal data and the unrestricted movement of personal data within the EU and its storage within the EEA.

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1 - The Practice **Benigna lactation** which hereafter for the purposes of this Privacy Notice will be referred to as The Practice, is pleased to provide the following information:

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**2 - Personal Data**
a) The Practice may require detailed medical information. We will only collect what is relevant and necessary for your treatment. When you visit our practice, we will make notes which may include details concerning your / your child’s medication, treatment and other issues affecting your health as well as photographs and/or videos and copies of letters and reports. This data is always held securely, is not shared with anyone not involved in your treatment, although for data storage and administrative purposes it may be handled by pre-vetted staff who have all signed an integrity and confidentiality agreement. To be able to process your personal data it is a condition of any of our treatment and advice that you give your explicit consent to allow The Practice to document and process your / your child’s personal medical data. Contact details provided by you such as telephone numbers, email addresses, postal addresses may be used to remind you of future appointments and provide reports, auditing or other information concerning your treatment.

b) The Practice may also use the contact details provided by you to respond to your enquiries, including making telephone contact, text message and emailing information to you which The Practice believes may be of interest to you.

c) In making initial contact with The Practice you consent to The Practice maintaining a marketing dialogue with you until you either opt out (which you can do at any time) or we decide to desist in promoting our services. The Practice may occasionally also act on behalf of its patients and clients in the capacity of data processor, when we may promote other specialists, who may not be employed by us. The Practice does not broker your data and you can ask to be removed from our relationship database by emailing The Practice using the contact details provided at the end of this Privacy Notice.

d) Some basic personal data may be collected about you from the forms and surveys you complete, from records of our correspondence and phone calls and details of your visits to our website, including but not limited to, personally identifying information like Internet Protocol (IP) addresses.

e) The Practice’s websites uses cookies, which is a string of information that a website stores on a visitor’s computer, and that the visitor’s browser provides to the website each time the visitor returns. These websites use cookies to help The Practice to identify and track visitors and their website access preferences. The Practice’s website visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using The Practice’s website.

f) The Practice will only collect the information needed so that we can provide you with the services you require, the business does not sell or broker your data.

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g) The Practice collects data in order to process payment for services including managing payments and collecting / recovering money owed. For the purposes of account management, external accountants, who have a legal obligation to maintain your confidentiality, will have access to receipts, bank transactions and other accounting data.

**3 - Legal basis for processing any personal data**
To meet our contractual obligations obtained from explicit Patient Consent and legitimate interest to respond to enquiries concerning the services provided.

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**4 - Legitimate interests pursued by The Practice**
To promote services provided by The Practice.

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**5 – Consent**
Through agreeing to this privacy notice you are consenting to The Practice processing your personal data for the purposes outlined. You can withdraw consent at any time by using the email address provided at the end of this Privacy Notice.

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**6 – Disclosure**
The Practice will endeavour to keep your personal information safe and secure. The Practice will not disclose your Personal Information unless compelled to, in order to meet legal obligations, regulations or valid governmental requests. This would include concerns about the safety of your child or children, when we would be professionally and legally obligated to share relevant information with appropriate agencies without your consent. The Practice may also enforce its Terms and Conditions, including investigating potential violations of its Terms and Conditions to detect, prevent or mitigate fraud or security or technical issues; or to protect against imminent harm to the rights, property or safety of its staff.

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**7 - Retention Policy**
The Practice will process personal data during the duration of any treatment and will continue to store only the personal data needed for eight years after the contract has expired to meet any legal obligations. After eight years all personal data will be deleted, unless basic information needs to be retained by The Practice to meet future obligations to you, such as erasure details. Records concerning minors will be retained until the child has reached the age of twenty-five.

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**8 - Data storage**

Data is stored online on the confidential web Wix.com which can also be accessed by the administrative team and associates of The Practice. Data will be accessed and may be stored on password-protected computers, laptops, tablets and mobile phones as well as a secure online backup system.

The Practice endeavours to ensure paper data is stored securely.

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**9 - Your rights as a data subject**
At any point whilst The Practice are in possession of, or processing your personal data, all data subjects have the following rights:

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* Right of access – you have the right to request a copy of the information that we hold about you.
* Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
* Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
* Right to restriction of processing – where certain conditions apply you have a right to restrict the processing.
* Right of portability – you have the right to have the data we hold about you transferred to another organisation.
* Right to object – you have the right to object to certain types of processing such as direct marketing.
* Right to object to automated processing, including profiling – you also have the right not to be subject to the legal effects of automated processing or profiling.

In the event that The Practice refuses your request under rights of access, we will provide you with a reason as to why, which you have the right to legally challenge. At your request The Practice can confirm what information it holds about you and how it is processed.

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**10 - You can request the following information:**

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* Identity and the contact details of the person or organisation (The Practice) that has determined how and why to process your data.
* Contact details of the data protection officer, where applicable.
* The purpose of the processing as well as the legal basis for processing.
* If the processing is based on the legitimate interests of The Practice and information about these interests.
* The categories of personal data collected, stored and processed.
* Recipient(s) or categories of recipients that the data is/will be disclosed to.
* How long the data will be stored.
* Details of your rights to correct, erasure, restrict or object to such processing.
* Information about your right to withdraw consent at any time.
* How to lodge a complaint with the supervisory authority (ICO).
* Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failing to provide such data.
* The source of personal data if it wasn’t collected directly from you.
* Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing.

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**11 - To access what personal data is held, identification will be required**
The Practice will accept the following forms of identification (ID) when information on your personal data is requested: a copy of your driving licence, passport, birth certificate and a utility bill not older than three months. A minimum of one piece of photographic ID listed above and a supporting document is required. If The Practice is dissatisfied with the quality, further information may be sought before personal data can be released. All requests should be made by emailing Benignahealthcare@gmail.com

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**12 - Complaints**
In the event that you wish to make a complaint about how your personal data is being processed by The Practice you have the right to complain to us. If you do not get a response within 30 days, you can complain to the ICO.