

PRIVACY POLICY

Last modified: March 7th, 2023

Mindsetoftheo, which utilizes the website listed below understands how important your privacy is. This privacy policy (this "Privacy Policy") sets out the privacy policies and practices for mindsetoftheo, which is operated by Kevin Necker with respect to how Kevin Necker collects your personal information. It also describes how Kevin Necker maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Kevin Necker via this website, <https://www.mindsetoftheo.com/>, and other websites operated or provided by Kevin Necker and various subdomains (collectively, the "Sites"); and other places on the Sites where we may collect your personal information. This Privacy Policy also sets out how you can access certain information that Kevin Necker 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. Please note that the Sites may contain links to other third party websites that are not controlled or operated by Kevin Necker. This Privacy Policy does not apply to such third-party websites, and Kevin Necker is not responsible for the content of such third-party websites or the privacy practices of such third parties. Kevin Necker 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 Kevin Necker 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 Kevin Necker at hello@mindsetoftheo.de. You understand that if you withdraw your consent, Kevin Necker may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Sites are not intended for children under eighteen (18) years of age. No one under age eighteen (18) may provide any Personal Information to or on the Sites. Kevin Necker does not knowingly collect Personal Information from children under eighteen (18). If you are under eighteen (18), do not use or provide any information on the Sites or on or through any of its features. If Kevin Necker learns we have collected or received Personal Information from a child under eighteen (18) without verification of parental consent, we will delete that information. If you believe Kevin Necker might have any information from or about a child under eighteen (18), please contact us at hello@mindsetoftheo.de.
- 3. Revisions to this Privacy Policy.** Kevin Necker reserves the right, in Kevin Necker'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. Kevin Necker will treat your continued use of the Sites following such revision as your acceptance of the revised terms. All revisions will be posted to the Sites and will apply to any Personal Information collected on or after the date posted. Kevin Necker 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. **What Personal Information does Kevin Necker collect and how is it processed?**

4.1. *What do we collect?* Kevin Necker collects your name and e-mail address.

4.1.1. *If you are a student registering for a course/workshop/training*, we also collect your billing address, phone number, and basic preferences (e.g. dietary restrictions and medical conditions).

4.2 *Newsletter*. We will ask for both your name and e-mail address in order to send you our newsletter or e-mails. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional.

4.3 *Third Parties*. Kevin Necker may work with third party applications in order to provide you with the best services on the Sites. These organizations may collect Personal Information from you in order to provide you with these services including your name and contact information. Specifically, the third parties Kevin Necker works with on the Sites are listed below. We've included links to their Privacy Policies to ensure you are comfortable using them.

i. Stripe : www.stripe.com/privacy

ii. PayPal: <https://www.paypal.com/en/webapps/mpp/ua/privacy-full>

5. **How will Kevin Necker use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offer and deliver the products and services you can purchase or subscribe to from the Sites. Specifically,

a) Your credit card information will not be kept by Kevin Necker but instead by one of the third parties listed in section 4.3 above;

b) Your name and e-mail address are collected but will not actually be stored on the Sites. Any information captured will be processed through third party websites in section 4.3 above.

c) If you subscribe to our newsletter your information will be used to send the newsletter to you;

d) If we send you the Newsletter for marketing purposes, we may use your contact information to send you e-mails about promotions, special events and other marketing information. You can opt not to receive these e-mails from us by either clicking "unsubscribe" at the bottom of the e-mail when you receive it or by sending an e-mail that includes your e-mail address and a request that you not receive our promotional emails; and

e) We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance with the service you purchased.

6. **Storing Your Personal Information.** Kevin Necker's web server may store your Personal Information when you interact on the Site. Kevin Necker will be happy to delete any of your information it holds upon a written request made by you. Your Personal Information will be safely disposed of by Kevin Necker.

7. **We Play by The Rules.** The Sites and Kevin Necker abide by all relevant German federal and European privacy laws in all aspects of our operations. As such, we follow the rules of GDPR (General Data Protection Regulation) and the local regulation « Act Against Unfair Competition » or "Gesetz gegen den unlauteren Wettbewerb" (UWG). If you've got any questions about our legal compliance, feel free to reach out to hello@mindsetoftheo.de.

8. **Do Not Track Signals.** Kevin Necker 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.
9. **Analytics.** The Sites keep the following information from your visits to our webpage:
 - a. Visitor information to improve our customer engagement which tells us where and when people visit the Sites and how long they stay there;
 - b. IP information for website and server security
10. **Cookies.** The Sites use 'cookies' to keep a record of the number of times you've visited the Sites and how you interacted with the Sites during each visit. In addition to this, the Sites also use cookies which are not absolutely essential for your use of the Sites.

Your continued use of the Sites serves as consent for these cookies.

 - a. You might be wondering what a cookie is. Well, it is a small text file that gets sent by the servers of the Sites to your hard drive and can only be read and interpreted by the Sites' servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.
 - b. Why do we use cookies? Despite being an awesome word generally, cookies help the Sites understand how you interact while visiting the Sites and what your preferences are and thus can improve your experience on the Sites. If you do not want cookies from the Sites, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Sites, but of course it is your choice to do so.
11. **Disclosure of Personal Information.** Kevin Necker will NEVER sell or license any Personal Information we collect from you. Kevin Necker is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.3 above. By purchasing event tickets, programs or anything else on the Site offered by Kevin Necker, you agree to be bound to and consent to the provisions of our third parties Privacy Policies.
12. **Jurisdiction.** This privacy policy and the use of the Site are governed by the laws of the Province of Ontario. If a dispute arises under this policy, we agree to first resolve it through binding arbitration to take place in the Province of Ontario.
13. **Your Consent.** By choosing to provide Kevin Necker 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.
14. **Protecting Your Privacy.** Kevin Necker is committed to protecting your privacy. Security measures, such as using passwords on e-mail servers 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 4.3 above. Please refer to the third parties' Terms and Use and Privacy Policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Kevin Necker 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 your use of them.

15. **The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Kevin Necker over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Kevin Necker's control.
16. **Verifying and Amending Your Personal Information.** Kevin Necker 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@mindsetoftheo.de to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Kevin Necker at any time or seek to make corrections to it.
17. **Resolving your concerns.** If you have any questions or concerns about Kevin Necker's Personal Information collection, use and disclosure practices, please let us know at hello@mindsetoftheo.de and we will do our best to help you.

TERMS + CONDITIONS OF SERVICE

Last modified: March 7th, 2022

Mindsetoftheo, operated by Kevin Necker welcomes you. We invite you to access and use our website. The material appearing on this website www.mindsetoftheo.com (this "Site"), is provided as information about Kevin Necker's events, people and stories, or as a platform for online connection and community. The owner of this Site, Kevin Necker assumes no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on or material linked to on this Site. Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion.

By using this Site, you accept and agree that following and using any information or recommendations provided on this Site is at your own risk. **Please read 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 form a binding agreement (this "Agreement") between you and Kevin Necker. Kevin Necker 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. **Copyright.** All materials created by Kevin Necker on the Site are protected by European copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Kevin Necker.
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 Kevin Necker and Kevin Necker 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. Kevin Necker 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 Kevin Necker on various platforms, help Kevin Necker offer the easiest services for you and conduct transactions.
3. **Use License.** If Kevin Necker have 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: a. modify or copy the materials; b. use the materials for any commercial purpose or for any public display (commercial or non-commercial); c. 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 Kevin Necker 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.** There will be no refunds for any deposits or payments made to Kevin Necker for any events or programs or sold on or through the Site. All sales of this type are final.

5. **Entire Agreement.** These terms and conditions and any other legal notices, policies and guidelines of Kevin Necker linked to these terms and conditions or contained on this Site constitute the entire agreement between you and Kevin Necker 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 Kevin Necker.
6. **Site Terms of Use Modifications.** Kevin Necker may revise these terms of use for its website at any time without notice. By continuing to use the Site after Kevin Necker modifies this Agreement, you are agreeing to be bound by this updated version of this Agreement.
7. **Limitation of Liability.** In no event shall Kevin Necker 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 Site, even if Kevin Necker has been notified orally or in writing of the possibility of such damage.
8. **Governing Law.** Any claim relating to the Site shall be governed by the laws of Germany without regard to its conflict of law provisions.
9. **Indemnity.** As a condition of your use of this Site, you indemnify Kevin Necker and its partners 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.

DISCLAIMER

Effective date: March 7th, 2022

This website and all of the information on it and services provided through it is owned by mindsetoftheo operated by **Kevin Necker ("we", "our" and "us")**. This Disclaimer (the "**Disclaimer**"), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use the website, www.mindsetoftheo.com (the "**Site**") and how you access our content and services, either as a paying customer or simply as a website visitor. We highly encourage you to read this Disclaimer and our Terms and Conditions and Privacy Policy before you explore our Site, just so you are clear on expectations from using the Site. Your continual use of the Site will be deemed acceptance of the terms in our afore mentioned documents. Of course, if you do not wish to be bound by our terms, policies and disclaimers, you can always leave the Site immediately and never return. The choice is always yours.

No Guarantees

You are going to see these words, 'No Guarantees' a lot in our Disclaimer, so we thought we would put it front stage and center. What does No Guarantees mean? It is very basic and the words are meant to have their exact meaning: we make NO GUARANTEES about any success that you'll get from our Site or our products and services. We will do everything for you to succeed, but we make No Guarantees.

You understand that Kevin Necker makes no guarantees whatsoever regarding any results based on any action or inaction relating to your life or yoga practice based on the information we share or services we sell through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life. We cannot be any more clear about this: we love you, but we make no promises regarding results and make no guarantees whatsoever.

Intention

The intention of the information we share and post on the Site is for educational, informational and promotional purposes only. We have first-hand experienced the magic of yoga and mindfulness and we're happy to share this with you. Our resolve in sharing information and education is simply to spread the wealth of knowledge we have about yoga and how it has transformed our lives.

You are Responsible for Your Own Actions

Just to be clear, you are fully responsible for any actions you do or do not take while interacting with the Site. As a condition of using this Site, you agree you will be prudent and consult with a professional before taking any significant decisions regarding your life based on information you find on the Site. Checking with a doctor to ensure you can practice yoga is a great start.

Qualifications + Not Professional Advice

Kevin Necker holds the following qualifications and does not represent or warrant that he has any professional qualifications outside of what is listed below:

- ✓ Law master degree from University of Bielefeld
- ✓ 200-hour Yoga Teacher Training (YTT) through Yoga Vidya Bad Meinberg Germany
- ✓ 300-hour Yoga Teacher Training (YTT) through One yoga Thailand
- ✓ 50-hour Meditation Teacher Training through Arhanta yoga Netherlands

The information on this Site, while provided by a successful yoga practitioner, is not tailored to you specifically. As such, the advice on the Site is not professional advice. Kevin Necker has developed insight and skills to offer yoga programs, workshops, and retreats and anything shared on the Site comes from a place of love and wanting to support you. Kevin Necker provides professional advice in the context that they have worked very hard to learn how to be a successful yoga practitioner and assist others in their yoga practice. However, Kevin Necker does not represent or warrant to be an expert or professional with professional designations and makes no guarantees regarding any specific success from working with Kevin Necker. Your choice to rely on Kevin Necker's advice, guidance, teaching or principles is simply that - your choice. We're not telling you what to do. We are telling you things you can do which we have seen work for other people. That doesn't mean it is guaranteed to work for you.

In this light, you understand you cannot hold us liable in any way for any actions you take or do not take based on our content on this Site. Feel free to use the information on the Site as a cool resource for ideas and information, but act or do not act on it only if you want. Hire a professional or seek professional advice if you are making important decisions for your life but understand you can't hold us responsible for how you interact with the information on our Site.

Not a client...yet!

By accessing and using the Site, there is no client-professional relationship created between you and Kevin Necker. You will only be a client once you sign a contract that we send to you, officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that for the moment, we are just pals.

Mistakes

We try our best. We really do. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you with helpful information for your life. But we ask you to understand that not everything we include on the Site may be accurate or entirely true. Of course, we'll never intentionally mislead you, but it may be that we are human (well, we are!) and we make a mistake. Or, it is possible that we forget to include something in sharing our information on the Site. As such, we ask you to take the information on the Site with a grain of salt, not to rely entirely on what we share and accept that some of our content may be incorrect. Again, if you have any issues with this, you are always welcome to stop using the Site.

Sharing Things We Love

While creating content for the Site, we'll often share other authors we love or cool products and amazing things that light us up which we want to share with you! For the majority of what we review, we are doing so from our heart without any ancillary benefit to us except knowing that we are sharing something we love. In alignment with everything shared on this Site, we ask you to take our shares exactly for exactly what they are: us sharing cool things with you.

What we share is not professional advice and we ask you not to rely solely on our opinion of what we think is incredible. If we have some form of relationship with a company or product where we get a kickback or benefit from them, we will explicitly disclose that information for your clarity and our peace of mind.

Online Affiliations

If we provide a link to an affiliated service or some form of partnership of a business we work with, we will let you know. Also, just a heads up - if we have an affiliation with a company, it is because we think they are wonderful at what they do and want to share their services with you. You will always retain the right to choose to work with another company, business or professional if you like and we ask you not to rely solely on our recommendations. You will always be the one to decide if a purchase feels right and we encourage you to be diligent in making any such decisions. If we get a kickback from an affiliation, it never comes at a cost to you.

Testimonials

We are super proud of our amazing clients whom we have helped achieve incredible results with yoga. We want you to know that all of these testimonials are from actual clients and all of their words, feelings and results are totally authentic. Please note however, that while these testimonials showcase incredibly hard working and talented individuals, their results are a product of their hard work and efforts. Further, their success is NO GUARANTEE for results you will get from working with Kevin Necker. Everyone is different and everyone will have different results. We have chosen to highlight some of our favourite clients and have them explain our services in their own words.

No Warranties

Kevin Necker makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by European and Germany laws, Kevin Necker disclaims all warranties regarding all information, products and services offered on or through the Site.

Releasing Kevin Necker of Liability

Kevin Necker will not be liable for any actions you do or do not take based on the information on the Site and products or services sold through the Site. None. Kevin Necker will not be liable for any damages based on your participation of using the Site or through anything you have purchased through the Site. Further, you understand that by the fullest extent permissible by law that Kevin Necker will not be held responsible for any form of damages or any legal claims against it based out of your use of the Site and through any of the services or products purchased through the Site.

Reach Out

Please feel free to connect with Kevin Necker to ask us any questions. All communications should be directed to hello@mindsetoftheo.de. If you have any questions whatsoever prior to partaking in any of our services or events, we will provide you with an honest answer to make sure you make the best decision for you.

Thanks so much and we appreciate you reading our Disclaimer!