

These Terms of Service (“Terms”) are a legal agreement between you and Yoga Connect (PTY) LTD regarding your use of services available at [www.yogaconnect.co.za](http://www.yogaconnect.co.za), including any downloadable software program that you are accessing or installing on your device or personal computer and the services available through that software program (together, the “Service”).

BY USING ANY PORTION OF THE SERVICE, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE. If you are using the Service on behalf of your employer, you represent that you are authorized to accept these Terms on your employer’s behalf.

## **Service Description**

The Service is a yoga social network. Users of the Service will have access to numerous online Yoga classes.

## **Eligibility**

You must be 18 years of age or older to use the Service. You represent and warrant that any profile information you submit is true and accurate and that you are 18 years of age or older and are fully able and competent to enter into, and abide by these Terms. The Service is not intended for those under the age of 18. Use of the Service is void where prohibited.

## **Account**

In order to use the Service, you must create an account. When registering for an account, you must provide accurate and complete information and promptly update this information to keep it current. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of Service.

You are solely responsible for all activities that occur through your account. To protect your account from unauthorized use, do not provide your username or password to anyone else. Please notify us immediately of any unauthorized use of your account or any other breach of security by sending an email to [info@yogaconnect.co.za](mailto:info@yogaconnect.co.za)

## **License**

Subject to the terms and conditions of these Terms, Yoga Connect grants you a personal, non-exclusive, non-assignable, non-transferable, revocable license to access and use the Service, including a reasonable number of copies of any content, material or software made available by Yoga Connect, for noncommercial and personal use only.

You must comply with all applicable laws when using the Service. Except as may be expressly permitted by applicable law or expressly enabled by a feature of the Service, you will not, and will not permit anyone else to: (a) store, copy, modify, or distribute any of the content made available on the Service; (b) compile or collect any content available on the Service as part of a database or other work; (c) use any automated tool (e.g., robots, spiders) or manual process to monitor, store, copy, modify, distribute, or resell any content from the Service; (d) frame or otherwise incorporate the Service or any portion of the Service as part of another website or service; (e) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Service (including the display of third party advertising); (f) circumvent or disable any digital rights management, usage rules, or other security features of the Service, or any content available on the Service; (g) use the Service in a manner that threatens the integrity, performance, or availability of the Service; (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service or any content available from the Service; or (i) include any

personal or identifying information about another person in your User Content (defined below) without that person's explicit consent.

## **User Content**

In connection with registration for a Yoga Connect account, users may upload photos or other materials or information to the Service ("User Content"). You agree that you will not upload User Content to the Service unless you have created that content yourself, or you have permission from the copyright owner to do so.

Communications in chat areas, forums, bulletin boards, communities, groups, or other public or common areas of the Service are not private communications. You should use caution when submitting any User Content that contains your personal information to a public or common area of the Service.

For any User Content that you upload to the Service, you grant us and our subsidiaries, affiliates, and successors: (a) a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, prepare derivative works of, distribute, publicly perform, and publicly display that User Content throughout the world in any media in connection with the Service and Yoga Connect business, including without limitation for promoting the Service; and (b) the right to use the name that you submit in connection with your User Content, if we choose. You retain all rights in your User Content, subject to the rights granted to Yoga Connect in these Terms. You may modify or remove your User Content via your Yoga Connect Account or by terminating your Yoga Connect Account, but Yoga Connect may, in accordance with Yoga Connect's Privacy Policy, retain in its systems and use non-personally identifiable data that is derived from your User Content.

You agree not to upload to the Service or otherwise post, transmit, distribute, or disseminate through the Service any material that: (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, inflammatory, abusive, abusive, inflammatory; (ii) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (iii) breaches any duty toward or rights of any person or entity, including rights of publicity or privacy; (iv) contains corrupted data or any other harmful, disruptive, or destructive files; (v) advertises products or services competitive with Yoga Connect or its partners' products and services, as determined by Yoga Connect in its sole discretion; or (vi) in Yoga Connect's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose Yoga Connect, its affiliates, or users to harm or liability of any nature.

Although Yoga Connect has no obligation to screen, edit, or monitor any User Content, Yoga Connect reserves the right, and has absolute discretion, to remove, screen, edit, or disable any User Content at any time and for any reason without notice. You understand that by using the Service, you may be exposed to User Content that is offensive, indecent, objectionable, or inaccurate. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content.

## **Licensed Content**

Content on the Service, including User Content and Paid Content provided by other users, has been licensed to Yoga Connect in accordance with various licensing agreements between Yoga Connect and the persons or entities who own the rights to that content ("Licensed Content"). Licensed Content is protected by intellectual property laws.

The Licensed Content is provided for informational purposes only. The Licensed Content is not intended to be a substitute for professional fitness or medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health or fitness provider with any questions you may have regarding a fitness regimen or medical condition. Do not disregard professional advice because of something you have read on the Service.

Any opinion, advice, statement, service, offer, or other information that constitutes part of the Licensed Content expressed or made available via the Service are those of the respective authors or producers and not of Yoga Connect or its directors, officers, employees, agents, representatives, partners, or affiliates. Under no circumstances will Yoga Connect or its directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on any information obtained through the Service.

## **Copyright Infringement**

Yoga Connect respects the intellectual property rights of others, and asks you to do the same. It is Yoga Connect's policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on the Service in a way that constitutes copyright infringement, please contact Yoga Connect and provide the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyright-protected work that you claim has been infringed; (c) the location on the Service of the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a statement by you regarding your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the

information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. By submitting a copyright infringement notice, you acknowledge and agree that Yoga Connect may forward the information you provide in this notice to the person who uploaded the allegedly infringing material.

You may write to Yoga Connect at:

info@yogaconnect.co.za

## **Ownership; Trademarks**

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Service. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

Other product, brand, and company names and logos used on the Service are the trademarks or registered trademarks of their respective owners. Any use of any of the marks appearing on the Service without the prior written consent of Yoga Connect, as appropriate, is strictly prohibited.

## **Communications with Users; User Meet-ups**

When you join Yoga Connect, you understand and agree that you may receive communications from the other members of the Service. You also understand and agree that individual users are each acting independently and that no user is Yoga Connect's representative or agent.

## **Fees**

As of the date of subscription, Yoga Connect reserves the right to implement fees for the Service at any time by providing you notice.

Certain content offered through the Service is available to you for a fee ("Paid Content"). Yoga Connect uses a third-party payment processor (the "Payment Processor") to link your credit card account to the Service. The

processing of payments or credits, as applicable, in connection with your use of the Service will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. Yoga Connect is not responsible for any errors by the Payment Processor. In connection with your use of the Service, Yoga Connect will obtain certain transaction details, which Yoga Connect will use solely in accordance with its Privacy Policy.

### **Access; Modifications to the Service**

Yoga Connect does not provide you with the equipment to use the Service. You are responsible for all fees charged by third parties to access and use the Service (e.g., charges by ISPs or mobile carriers).

Yoga Connect reserves the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. Yoga Connect will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

### **No Support**

Unless otherwise agreed by Yoga Connect in writing, Yoga Connect is not obligated to provide any support for the Service.

### **Privacy**

Yoga Connect collects registration and other information about you through the Service. Our collection and use of this information is described in the Yoga Connect Privacy Policy, which is incorporated into these Terms.

### **Feedback**

If you provide feedback to Yoga Connect regarding the Service (“Feedback”), you acknowledge that the Feedback is not confidential and you authorize Yoga Connect to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Yoga Connect a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable,

and fully sublicensable right to use the Feedback in any manner and for any purpose.

## **Changes to Terms**

We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so on the Yoga Connect website at <http://www.yogaconnect/terms> or otherwise provide you notice. It is your responsibility to review these Terms regularly. Use of the Service after the effective date of a modification constitutes your acceptance of any modified Terms.

## **Termination**

You may terminate your use of the Service at any time by terminating your account and deleting any Yoga Connect software from your device or personal computer. Termination of your account is your sole right and remedy with respect to any dispute with Yoga Connect regarding the Service or these Terms. Yoga Connect may suspend or terminate your access to the Service at any time, for any reason. If Yoga Connect suspects that you have violated any provision of these Terms, Yoga Connect may also seek any other available legal remedy. Your rights under these Terms will terminate automatically if you fail to comply with any of these Terms. Upon termination, you must destroy or delete any copy of Yoga Connect software in your possession. You remain solely liable for all obligations related to use of the Service, even after you have stopped using the Service. Neither Yoga Connect nor any of its licensors, suppliers, or publishers are liable to you or to any third party for any loss caused by any termination of the Service or termination of your access to the Service.

## **Yoga Connect Membership**

You can become a Yoga Connect Member by signing up to pay monthly, unlimited access to our "Yoga Classes." Yoga Classes are online video programming that we offer as part of Yoga Connect Membership.

## **Recurring Billing**

The membership fee will be billed at the beginning of the paying portion of your membership and each month unless and until you cancel your membership. We automatically bill your payment method each month on the calendar day corresponding to the commencement of your paying membership. We reserve the right to change our billing timing, in particular, if your payment method has not successfully been charged.

## **No Refunds**

Payments are non-refundable and there are no credits for partially used periods. Following a cancellation, you will lose access to your Yoga Connect Membership commencing on the date of cancellation.

You may cancel your Yoga Connect Membership at any time for any reason. To cancel your recurring subscription, please visit your account at <https://www.yogaconnect.co.za>. Following a cancellation, you will lose access to all Yoga classes you enrolled in during your membership on the day of cancellation. If you choose to sign back up as a member, your billing date will update to the day you paid.

## **Third-Party Content**

We may email or provide you coupons, offers, and other specials from third parties (collectively "Promotions"). Yoga Connect is not responsible for the redemption, errors, omissions, or expiration of Promotions. All Promotions featured as a part of the Service are subject to change without notice and we have no control over their legality or the ability of any merchant to complete the Promotion (including, the sale in accordance with the offer).

The Service may contain links to Web pages and content of third parties ("Third-Party Content") as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any

Third-Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Service, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Service. You access and use Third-Party Content at your own risk.

The Service may contain advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

### **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOGA CONNECT, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOGA CONNECT DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR THAT ANY DATA SENT BY OR TO YOU WILL BE ACCURATE, COMPLETE, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE AMOUNT OF TIME. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS OR USE OF THE SERVICE, INCLUDING LOSS OF ANY LOSS OR HARM TO YOUR MOBILE

DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YOGA CONNECT, THROUGH OR FROM THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Limitation of Liability**

NEITHER YOGA CONNECT NOR ITS AFFILIATES, LICENSORS, SUPPLIERS, OR DISTRIBUTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, RESULTING FROM YOUR ACCESS OR USE OF THE SERVICE.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE MAXIMUM TOTAL LIABILITY OF YOGA CONNECT, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS TO YOU FOR ANY CLAIM RELATED TO THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **Indemnity**

You will defend, indemnify and hold Yoga Connect, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and Distributors harmless from any costs, damages, expenses, and liability caused by your use of the Service, your violation of these Terms, or your violation of any rights of a third party through use of the Service.

## **Assignment**

These Terms, and any rights or licenses granted under these Terms, may not be transferred or assigned by you, but may be assigned by Yoga Connect without restriction. Any assignment attempted in violation of these Terms is void.

## **Claims**

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, THAT CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Waiver and Severability of Terms**

The failure of Yoga Connect to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Yoga Connect. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

## **Consent to Electronic Communications**

By using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service. You agree that any

notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You are solely responsible for all fees charged by your telecommunications service provider or any other service provider related to your use of the Service, including without limitation any SMS / text messaging fees, data charges, and other fees.

### **Entire Agreement**

These Terms are the entire agreement between you and Yoga Connect regarding your use of the Service.

### **Contacting Yoga Connect**

For questions, comments, complaints, or claims related to the Service, please contact Yoga Connect at:

[info@yogaconnect.co.za](mailto:info@yogaconnect.co.za)

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