

## **YANTA YOGA TERMS OF USE AND SERVICE**

Effective: January 01, 2022

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### **Acceptance of Terms**

Please read the following terms and conditions of use, including an Arbitration Agreement, because your use of the Site constitutes your agreement to follow and be bound by these Terms. If you do not agree to these Terms, you should not access or use the Site. YANTA YOGA reserves the right to make changes to the Site and to these Terms from time to time. For this reason, we encourage you to review these Terms whenever you use our Site because by visiting the Site, you agree to accept any such changes. YANTA YOGA provides you with access to and use of the Site subject to your compliance with the Terms.

### **Site Contents**

No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, mirrored or distributed in any way, except as specifically permitted on the Site. The Site, including all of its information and content, such as text, data, wallpaper, icons, characters, artwork, images, photographs, graphics, music, sound, messages, software and the HTML used to generate the pages (collectively, "Materials and Content"), is YANTA YOGA property or that of our suppliers or licensors and is protected by patent, trademark and/or copyright under the European and/or foreign laws. Except as otherwise provided on the site or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, delete, add to, license, post, transmit or distribute any Materials and Content from this Site in whole or in part, for any public or commercial purpose without the specific prior written permission of YANTA YOGA.

We hereby grant you a personal, limited, nonexclusive, nontransferable license to access the Site and to use the information and services contained here solely for your personal, noncommercial use as described below. We reserve the right, for any reason or for no reason, in our sole discretion and without notice to you, to revise the products and services described on the Site and to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, the Materials and Content on the Site as well as features and/or hours of availability of the Site, and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. We have the right to change these rules and/or limitations at any time, in our sole discretion.

The content on this Site does not constitute medical advice. You should consult your doctor before beginning any exercise, training or athletic program, including but not limited to YANTA YOGA classes. YANTA YOGA is not responsible for any medical or health problems that may result from your engaging in any activities described and offered on this Site or

from any information you obtain from this Site. If you ever feel discomfort or pain, you should not continue.

### **Dispute Resolution and Arbitration Agreement**

Any dispute or claim arising out of or relating to these terms, your visit to the Site, or to any purchase, transaction, return or other interaction with YANTA YOGA including email messages sent by YANTA YOGA or use of your information provided to YANTA YOGA (the "Dispute") shall be resolved through binding arbitration, rather than in court. The International Arbitration Law applies to this Agreement. Any Party who intends to seek arbitration must first try in good faith to resolve the dispute by providing to the other party a written notice (the "Notice") describing the facts and circumstances of the dispute and the specific relief sought, and including any supporting documentation, the notice must be emailed to [yantayoga@gmail.com](mailto:yantayoga@gmail.com) or mailed to you at your last-used billing and/or shipping address in your online profile.

If the agreement to resolve the claim cannot be reached within thirty (30) days after the notice is sent, either Party may commence arbitration and be entitled to any statutory or common law rights or potential remedies as governed by the applicable law. Any arbitration under this agreement shall be conducted by the European Court of Arbitration. Payment of all filing, administration and arbitrator fees will be governed by the applicable law. This section will survive after the Terms of Use terminate or your use of the Site ends. If you have in any manner violated or threatened to violate any YANTA YOGA intellectual property right (as defined below), we may bring suit in any court in the Netherlands. Hereby you consent to exclusive jurisdiction and venue in these courts.

### **Class Action Waiver**

You and YANTA YOGA agree that any Dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, collective, or representative action. If this class action waiver is found to be void or unenforceable, the Dispute shall be resolved in court rather than in arbitration. You further agree that you will not be a member of any putative or actual class in a class action brought by anyone else against YANTA YOGA, nor will you seek to become a class representative. You further agree that in any action you initiate against YANTA YOGA, any relief you seek will be confined to relief on your own behalf. This section will survive after the Terms of Use terminate or your use of the Site ends.

### **Prohibited Uses**

The Site may be used only for lawful purposes and is available only for your personal, non-commercial use which shall be limited to viewing the Site, purchasing products, providing information to the Site and downloading product information for your personal review. Any permission granted herein terminates automatically without further notice if you breach any of the Terms. Any unauthorized use of any material contained on this Site may violate domestic and/or international copyright laws, the laws of privacy and publicity, and communications regulations and statutes. You are responsible for your own communications,

including the transmission, posting and uploading of information, and are responsible for the consequences of such communications to the Site.

YANTA YOGA specifically prohibits any use of the Site, and requires all users to agree not to use the Site, for any of the following:

- Posting any information which is incomplete, false, inaccurate or not your own
- Engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation, or that would fail to comply with accepted Internet protocol
- Communicating, transmitting or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it
- Communicating, transmitting or posting material that reveals trade secrets, unless you own them or have the permission of the owner
- Communicating, transmitting or posting material that infringes on any other intellectual property, privacy or publicity right of another
- Communicating, transmitting or transferring (by any means) information or software derived from the site to foreign countries or certain foreign nations in violation of any applicable export control laws
- Attempting to interfere in any way with the Site's or YANTA YOGA's networks or network security, or attempting to use the Site's service to gain unauthorized access to any other computer system
- Communicating, transmitting or posting material that is in violation of applicable laws or regulations
- Using the Site to harass, disrupt, or unlawfully interfere with YANTA YOGA business interests

## **Security Rules**

Violations of system or network security may result in civil or criminal liability. YANTA YOGA investigates violations and may involve, and cooperate with, law enforcement authorities in prosecuting any user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- Accessing data not intended for you or logging on to an YANTA YOGA server or account that you are not authorized to access
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt)
- Attempting to interfere or interfering with the operation of our Site, our provision of services to any other visitors to our Site and our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "email bombing" or "crashing" the Site
- Forging any TCP/IP packet header or any part of the header information in any email or transmission or posting to our Site

## **Privacy Policy**

Notwithstanding anything else to the contrary contained in these Terms of Use, YANTA YOGA's collection, use, disclosure and sharing of any personally identifiable information you provide via the Site shall be governed by our Privacy Policy. For further information regarding YANTA YOGA's protection of your personal information, please refer to our Privacy Policy.

## **Proprietary Rights**

As between you and YANTA YOGA (or any other company whose marks appear on the Site), YANTA YOGA (or the respective company) is the owner and/or authorized user of any registered or unregistered trademark, trade name and/or service mark appearing on the Site, and is the copyright owner or licensee of the Materials and Content on the Site, unless otherwise indicated. The YANTA YOGA logos, designs, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "YANTA YOGA Intellectual Property") are owned by YANTA YOGA and may be registered in the Netherlands and internationally. You agree not to display or use YANTA YOGA Intellectual Property in any manner without YANTA YOGA's prior permission. Nothing on the Site should be construed to grant any license or right to use any YANTA YOGA Intellectual Property without the prior written consent of YANTA YOGA. Except as otherwise provided herein, use of the Site does not grant you a license to any Materials and Content or features you may access on the Site and you may not modify, rent, lease, loan, sell, distribute or create derivative works of such Materials and Content, features or materials, in whole or in part. Any commercial use of the Site is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Materials and Content or screens for any purpose except as otherwise provided by YANTA YOGA. If you make use of the Site, other than as provided herein, in doing so you may violate copyright and other European laws and you may be subject to liability for such unauthorized use. The information on the Site, including, without limitation, all site design, text, graphics, interfaces and the selection and arrangements of such is protected by law, including, but not limited to, copyright law.

## **User Content and Material**

We do not claim ownership of user-generated content and material. Any and all photographs, articles, images, graphics, videos, sounds, music, audio recordings, text, files, profiles, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you (i) submit or post on the Site, on any of our blogs, social media accounts or through tools or applications we provide for posting or sharing such content with us; or (ii) have posted or uploaded to your social media accounts, including but not limited to Instagram and Facebook, which are tagged with #YANTAYOGA or any other YANTA YOGA promoted hashtag (collectively "User Content") shall be deemed non-confidential and non-proprietary. By submitting or posting any User Content, you grant to YANTA YOGA and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sub-licensable and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use or otherwise exploit all or any portion of the User Content, as well as your name, persona and likeness included in any User Content and your social media account handle, username, real name, profile picture and/or any other information associated with the User Content, in any

commercial or noncommercial manner whatsoever, in whole or in part, in any and all distribution channels, forms, media or technology, whether now known or hereafter developed, including but not limited to in stores, printed marketing materials, emails, web pages, social media accounts and for any other marketing, advertising, public relations, sales or promotional purposes with or without attribution and without further notice to you. Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. YANTA YOGA will be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products that incorporate or otherwise rely upon such information.

YANTA YOGA shall have no obligation to monitor User Content, use or display User Content, compensate you for submitting User Content or respond to any User Content. YANTA YOGA retains the right, in its sole discretion and without prior notice, to remove, revise or refuse to post any User Content for any reason or no reason. Subject to the licenses granted in these Terms, you retain ownership of any copyright and other rights you may have in the User Content. By submitting or posting User Content on the Site, on your social media accounts or through any tools or applications we provide for posting or sharing your User Content with us, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that appear in the User Content to use, and grant others the right to use, their name, image, voice and/or likeness without the need for payment to you or any other person or entity; (iii) you are 18 years of age or older; and (iv) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, (d) contain any addresses, email addresses, phone numbers or any contact information or (e) contain computer viruses, worms or other harmful files. Upon request by YANTA YOGA, you will furnish YANTA YOGA any documentation, substantiation or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold YANTA YOGA and its employees, agents, affiliates, assigns and licensees harmless from any and all damages, claims, expenses, costs or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party. YANTA YOGA does not guarantee the truthfulness, accuracy or reliability of any User Content or endorse any opinions expressed by you or anyone else. By submitting or posting the User Content you fully and unconditionally release and forever discharge YANTA YOGA and its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with: (i) disputes between you and one or more users or any other person or entity, or (ii) the use by YANTA YOGA or you of the User Content, including, without limitation, any and all claims that use of the User Content pursuant to these Terms violates any of your intellectual property rights,

copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity. You acknowledge and agree that YANTA YOGA has no control over, and shall have no liability for any damages resulting from, the use (including, without limitation, re-publication) or misuse by you or any third party of any User Content. YANTA YOGA acts as a passive conduit for User Content and has no obligation to screen or monitor User Content. If YANTA YOGA becomes aware of any User Content that allegedly may not conform to these Terms, YANTA YOGA may investigate the allegation and determine in its sole discretion whether to take action in accordance with these Terms.

YANTA YOGA has no liability or responsibility to Users for performance or nonperformance of such activities. YANTA YOGA has the absolute right to remove and/or delete without notice any user content within its control that it deems objectionable. You consent to such removal and/or deletion. YANTA YOGA is not responsible or liable for failure to store posted content to other materials you transmit through the Site. You should take measures to preserve copies of any data, material, content or information you post on the Site or any other sites or platforms related to YANTA YOGA.

### **Disclaimers and Limitation of Liability**

YANTA YOGA publishes information on its Site as a convenience to its visitors. While YANTA YOGA attempts to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors. We reserve the right to make corrections and changes to the Site at any time without notice. The YANTA YOGA products described on the Site may not be available in your region. YANTA YOGA does not claim that the information on the Site is appropriate to your jurisdiction or that the products described on its Site will be available for purchase in all jurisdictions. You assume all responsibility and risk with respect to your use of the Site, which is provided "AS IS."

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In no event shall YANTA YOGA or any other of its respective directors, officers, employees, agents or content or service providers be liable to you for any direct, indirect, special, incidental, consequential, exemplary or punitive damages, losses or cases if action (whether in contract or tort, including but not limited to, negligence or otherwise) arising from or in any way related to the use of, or the inability to use, or the performance of the Site or the Content and Materials or functionality on or accesses through the Site, including, without limitation, loss of revenue, or anticipated profits, or lost business, data or sales or any other type of damage, tangible or intangible in nature. Some jurisdictions do not allow this limitation or exclusion of liability, so some of the above limitation may not apply to you.

#### Indemnity

You agree to defend, indemnify and hold YANTA YOGA, its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with your use of the Site, your violation of the Terms or the posting or transmission of any materials on or through the Site by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third-party proprietary right.

#### **Governing Law and Disputes**

These Terms shall be governed by, construed and enforced in accordance with the European legislation, without giving effect to any conflict of law provisions. Any dispute relating in any way to these Terms, your visit to the Site, or to any purchase, return or other transaction with YANTA YOGA shall be submitted to confidential arbitration in the Netherlands. However, if you have in any manner violated or threatened to violate any YANTA YOGA Intellectual Property right, we may seek injunctive or other appropriate relief in any applicable court of law in Europe. You consent to exclusive jurisdiction and venue in these courts. Any arbitration under this agreement and these Terms shall be conducted under the prevailing rules of the European Court of Arbitration. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

#### **General Information**

These Terms constitute the entire agreement between you and YANTA YOGA and govern your use of the Site, and they supersede any prior agreements between you and YANTA YOGA. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site. YANTA YOGA may terminate this Agreement and deny you access to the Site at any time, immediately and without notice, if in YANTA YOGA's sole discretion you fail to comply with any provision of these Terms. You agree that no joint venture, partnership, employment or agency relationship exists between YANTA YOGA and you as a result of this Agreement or your use of the Site. Any claim or cause of action you may have with respect to YANTA YOGA or the Site must be commenced within one (1) year after the

claim or cause of action arose. The failure of YANTA YOGA to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The invalidity of any term, condition or provision in these Terms shall not affect the enforceability of those portions of the Terms deemed enforceable by applicable courts of law. You may not assign the Terms or any of your rights or obligations under the Terms without YANTA YOGA's express written consent. The Terms inure to the benefit of YANTA YOGA's successors, assigns, affiliates and licensees. The section titles in these Terms are for convenience only and have no legal or contractual effect.

To contact us with any questions or concerns in connection with these Terms or the Site, or to provide any notice under these Terms to us, please email to [yantayoga@gmail.com](mailto:yantayoga@gmail.com)

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