

General Terms and Conditions

Ayawa

January 2023

Welcome to Ayawa: First meditation app powered by AI

1. Scope of application

1.1. These General Terms and Conditions ("Terms") apply to all users of the services accessible through <https://Ayawa.io> (the "Website") and the Ayawa mobile application (the "App") (the "Services") (The "User" or "You") provided outside the European Union by Ayawa PTY LTD ("Ayawa", the "Company" or "Us" or "We") registered at the address Unit 8 35 Biscayne way, Jandakot WA 6164, Australia, insofar as no individual contractual agreements have been made.

1.2. You may access these Terms on our website or in the App at any time, enabling You to view, download, save and read them at any time. You can also access and print them when creating an Account and we also send the Terms to You as part of the confirmation email.

1.3. The version of the Terms valid at the time of the conclusion of a contract shall apply.

2. Services

2.1. Ayawa provides You with a wide range of content related to mental well-being and mindfulness, coaching, in particular guided meditations, sleep stories, blog articles, and music.

2.2. Ayawa services neither are health-care services nor designed for the purpose of diagnosis or treatment of any mental disorder, medical disease, or condition. Please refer to Section 9 of these Terms for further information.

3. Use of the Services; Subscription

3.1. Account registration

3.1.1. In order to use and benefit from the Services, You must create an Account ("User Account" or "Account") by following the registration instructions in the App or on the Website. When registering an Account, You will be asked to provide Ayawa with certain personal data such as name, address, and email address and to choose a password. Registration is free of charge. There is no right to registration. By sending the registration form, You make an offer to conclude a user agreement (the "Member Contract") with Ayawa that is subject to these General Terms and Conditions. If Ayawa accepts the registration, You will receive a confirmation email. With the receipt of the confirmation email, the Member Contract with Ayawa is concluded. Each User can only register once.

3.1.2. With registration, You declare that (i) You are legally competent to enter into binding contracts; (ii) all registration information You submit is true and accurate; (iii) You will be responsible for the accuracy and completeness of such information in the future; and (iv) your use of the Services does not violate any applicable law.

3.2. Free Services

Some parts of our Services are available to You unlimited and free of charge. However, You must register a User Account to use them.

3.6. General Requirements for Subscriptions to all Services

To use the Services, You must have Internet access, a device that can utilize the Ayawa Services, and a valid form of payment. You authorize us to charge any form of payment You provide, in connection with your subscription.

4. Conclusion of Contract

Availability of the below services is subject to change and can be amended at Ayawa's discretion. The mention of service below does not constitute a binding offer.

6. Termination

6.1. By the User

6.1.1. You may cancel your subscription at any time with effect from the end of your current subscription period by sending your request to info@ayawa.io or through the settings of your Account on the Website or in the App via the button "terminate subscription".

6.1.2. After clicking the button or upon our acceptance of your email request, You will receive a confirmation of receipt of your cancellation to the email You provided during registration.

6.1.3. Please note that if You subscribe through the Apple App Store or our iPhone application, You can cancel your subscription by disabling auto-renewal of paid in-app subscriptions. To do this, You must select "Manage App Subscriptions" under Settings in your App Store Account and then select the subscription You wish to change. If You subscribe through the Google Play Store, You can cancel auto-renewals in the Account Settings under "Subscriptions"

in the Google Play app or by following the procedure provided by Google Play.

6.1.4. If You do not cancel your subscription before the end of your current subscription period, the subscription will continue for a further period.

6.1.5. The right to terminate the contract for cause remains unaffected.

6.2. By Ayawa

6.2.1. We may extraordinarily suspend or terminate your use of the Services for cause, including, without limitation, fraud on your part. Such termination or suspension may be affected immediately and without prior notice, if it is not reasonable for Ayawa to notify You in advance, taking into Account the circumstances of the individual case and weighing the interests of both parties. Good cause entitling us to terminate your use of the Services for cause exists, in particular, if:

- You copy or download the audio or video content of the Services without permission,
- Your use of the Services may constitute a violation of any applicable laws or regulations.

7. Right of withdrawal

By using our Services, You agree and acknowledge that Our Services are deemed as “immediately performed services on electronic platform”, and that You shall not have the right to withdraw and no payment is to be refunded, in accordance with Article 15 of the Regulation on Distance Contracts published in the Official Gazette dated 27 November 2014 and numbered 29188. Having said that, the general terms and conditions of Apple App

Store and Google Play Store shall be applied to the purchases conducted through them accordingly.

For purchases conducted through the Apple App Store, you can request a refund from Apple only. For all purchases made through the Apple App Store, Apple acts as the distributor and handles refunds itself. You accept and acknowledge that We cannot make a refund for purchases conducted through the Apple App Store. For more information on Apple's refund process please refer to <https://support.apple.com/en-us/HT204084>.

For purchases conducted through Google Play Store and/or the Website, We evaluate the refund requests at Our sole discretion provided that the refund request is submitted within 14 days following the conclusion of the contract.

The right of withdrawal expires already before the expiration of two weeks after the conclusion of the contract, if Ayawa has provided the service in full within the same period.

8. Liability

8.1. In the event of simple negligence, we shall only be liable if there is a breach of essential contractual obligations. An essential contractual obligation within the meaning of this provision shall be understood to be an obligation the fulfillment of which makes the performance of this contract possible in the first place and on which the contractual partner may therefore generally rely.

8.2. The liability according to the above clause 8.1 shall be limited to typical and foreseeable damage at the time of the conclusion of the contract.

8.3. The limitation of liability shall also apply mutatis mutandis in favor of our employees, representatives, and vicarious agents.

9. Disclaimer

9.1. Ayawa is a provider of content related to health, well-being, meditation, and wellness. We are not a health care provider or a medical device provider, nor do our Services constitute medical advice. Only your physician or other healthcare provider is able to do so.

9.2. Ayawa makes no representations, warranties, or assurances that the Services provide any therapeutic benefit.

9.3. All health information, links to the Services and/or recommendations or other materials, whether provided by Ayawa or by outside vendors, are provided for non-binding general informational purposes only.

9.4. Recommendations and other materials provided by us are intended to enhance, but not replace, the relationship that exists between You and your healthcare providers. We assume no liability for any consequences resulting from You having read or others having told You about these recommendations or other materials. Rather, You assume sole responsibility for your decisions and actions.

9.5. You acknowledge and agree that although Professionals perform their Support Services on behalf of Ayawa, Ayawa does not exercise any control over how they exercise their professional judgment. Professionals owe their own duty of care towards You in accordance with their regulatory obligations. You further agree and acknowledge that Support Services are held confidential between You and the Professionals, and that Ayawa is not involved in any way with the substance of Your interaction with a Professional or with any part of the Support Services.

9.6. Without prejudice to the foregoing, the User agrees and acknowledges that Mindfulness Coaching services and Support Services, which might be included in the purchased Services, do not substitute for psychotherapy, or prevent, treat, or cure any medical disease, mental disorder, or condition. As such a Mindfulness Coach or Professional cannot diagnose any mental or medical condition. Ayawa reserves the right to suspend or end the provision of Services in full or in part if it suspects (i) Users may have been diagnosed with any mental condition (including, without limitation, schizophrenia, bipolar disorder, and any dissociative disorders such as depersonalization and derealization) or (ii) Users may have any intentions to harm themselves or other persons or (iii) Users are feeling overwhelming stress which may affect their daily life. Users should seek medical help before benefiting from Services in any of the foregoing circumstances. Ayawa Mindfulness Coaching, the Support Services, and other Services are not designed to offer any solutions, treatments, or assistance in relation to the foregoing issues. Neither Ayawa Mindfulness Coaching, the Support Services nor other Services substitute psychotherapy, or psychoanalysis. The Users shall be responsible for creating and implementing their physical, mental, and emotional well-being, choices, decisions, actions, and results, and neither Ayawa, nor the Mindfulness Coach or Professionals are and will be liable for any acts or inaction, or any direct or indirect consequence of any services provided by Ayawa, Mindfulness Coaches, and/or the Professionals.

9.7. The User understands and agrees that Ayawa has neither knowledge of nor any influence on the contents of the Support Services. The Support Services are provided by the Professional based on their own professional discretion without any guidance from Ayawa. The Users are free to follow or reject any advice or guidance given at their own discretion and responsibility.

10. Intellectual Property

10.1. Ayawa grants the User the non-exclusive, non-sublicensable and non-transferable right, limited in time and withdrawable at any time, to access the Services via the Website or App provided by Ayawa solely for the purposes set forth herein and to use them accordingly. Any further use of the Website or the App, including the images, characters, icons or product descriptions displayed, is not permitted without Ayawa`s express consent.

10.2. When using the Website or the App, it is prohibited to copy, modify or create derivative works based on the information displayed therein and the software related to the Services. It is further prohibited to extract (e.g. by "scraping") to the services depicted on the Website or the App and/or to reuse the information outside the Website or the App.

11. Indemnification

The User indemnifies Ayawa from all claims that are asserted against Ayawa due to a violation of legal requirements or prohibitions laid down in these Terms for which the User is responsible. The User assumes all costs incurred by Ayawa, including the reimbursement of costs of necessary legal representation.

12. Availability

Ayawa does not guarantee the availability of the Website and/or App at any time or the occurrence and/or proper technical transmission of the offered services. Ayawa endeavors to make the Website and the App available for use by the User as uninterruptedly as possible. Nevertheless, downtimes may occur due to maintenance work and technical problems. The User is not entitled to any claims due to possible downtimes. Ayawa does not guarantee that all services or parts thereof can be used from any location. Ayawa is entitled without prior notice to change or adapt

the Website or App, e.g. due to legal requirements or technical developments. Ayawa reserves the right to delete the Website and/or App in parts or as a whole as well as to discontinue the offer temporarily or permanently.

13. Performance delays, technical requirements

13.1. Delays in performance due to force majeure and due to extraordinary and unforeseeable events, which cannot be prevented even by the utmost care of Ayawa (this includes in particular strikes and official or judicial orders), Ayawa is not responsible. The user entitles Ayawa to postpone the provision of services for the duration of the impending event.

13.2. The use of the services offered by Ayawa requires appropriate compatible equipment and regularly sufficient Internet access, which the User must provide at his own responsibility and expense. Ayawa assumes no responsibility for the loss or improper transmission of information and/or Services based on the fact that the User has not created the necessary conditions.

13.3. Ayawa may utilize (without incurring additional costs to the User) third-party applications (such as Zoom) to allow the provision of the Services. You are solely responsible that you fulfill the service requirements provided by any third-party application in order to get access to the Services.

14. Data Protection

In the context of the use of our services, it is necessary to process certain personal data of our users. For the processing of personal data by us, our Privacy Policy applies, as well as on our website and in the app. In our Privacy Policy, You can read which personal data we process, for what purpose they are processed, and on what legal basis.

15. Changes to these Terms

We reserve the right to make changes to these Terms at any time without prior notice. You should review the most up-to-date version of these Terms before using our Services.

16. Miscellaneous

16.1. The contractual language is English.

16.2. Should individual provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions of the Terms. The ineffective provision shall be replaced by the contracting parties by mutual agreement by such a provision which comes closest to the economic sense and purpose of the ineffective provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes.