

Terms and conditions

These terms of use (“Terms of Use” or “Terms”) mandate the terms and conditions on which the users (“User”) access and register on the website, software (collectively referred to as the “Platform”), operated by Shivaay shakti yog. (“Organisation), and the Platform Services (as defined below) provided through the Platform. The terms “we”, “our” or “us” refer to the Company. The terms “you”, “your” or “yourself” refer to the User.

Please read the Terms of Use, [Medical waiver & Disclaimer](#) and [Privacy Policy](#) carefully before using or registering on the Platform or accessing any material, information or Platform Services through the Platform. Your use of the Platform or the Platform Services signifies your acceptance of the Terms of Use, Medical waiver and Disclaimers and Privacy Policy and your agreement to be legally bound by the same.

Please note that the headings herein are included for convenience and identification only, and are not intended to describe, interpret, define or limit the scope, extend or intend of these Terms.

1. Our Products & Services

1.1. You acknowledge that the Platform allows you to avail services / buy products directly from the Organization as well as from various trainers engaged by the Company, through online and offline mode. We offer services through our website www.Shivaayshaktiyog.com and the mobile application developed and operated by the us (“App-based Products and Services”) (collectively, “Fitness Services”). The products and services available on the Platform are listed below:

1.1.1. Purchase and avail physical and mental fitness centre memberships/classes and allied services, including physical fitness, mindful yoga and meditation related training activities, under the brand name ‘Shivaay Shakti yog’, for both Fitness Classes and App-based Products and Services;

1.1.2. Booking appointments / sessions, for both Fitness Classes and App-based Products and Services (“Booking Services”);

1.1.3. Procurement and / or generation, reproduction on the Platform, sharing with relevant Vendors (defined below) for you, if applicable, and communication to you of (i) your indicative usage and / or consumption data of Fitness Services and Booking Services; and (ii) any documents or data generated from your purchase and / or usage and / or consumption of aforementioned products and / or services, separately as well as jointly with other products and / or services listed on the Platform, including transaction summaries, invoices, reports, scores, achievements, etc. (“Diverse Services”);

Fitness Services, Booking Services and Diverse Services shall be collectively referred to as “Platform Services” and shall be provided by the Organization and third parties with whom the Organization contractual arrangements (“Vendors”).

1.2. The Organization shall facilitate the provision of the Platform Services and provide such other services (including account creation and management, management of various products and services purchased / booked on the Platform, payment and transaction summary generation services etc.) to you by allowing you to register and access the Platform on the terms and conditions set forth below.

1. Acceptance of Terms of Use

2.1. These Terms and the Order (as defined below) set out the whole agreement between you and us for the supply of the Platform Services. In order to participate in certain Platform

Services, you may be required to agree to additional terms and conditions (payment terms, cancellation policy, exchange policy, return policy, etc.) which are briefly mentioned below. In the event these Terms of Use are inconsistent with such additional terms, then such additional terms shall prevail.

2.2. Please check that the details in these Terms and on the Order are complete and accurate before you use or commit yourself to availing the Platform Services. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing.

2.3. Manner of acceptance of Terms of Use: Use of and access to the Platform is offered to you upon the condition of acceptance of all the terms, conditions and notices contained in these Terms of Use, along with any amendments made by the Company at its sole discretion and posted on the Platform. By (i) using this Platform or any Platform Services in any way; or (ii) merely browsing the Platform, you agree that you have read, understood and agreed to be bound by these Terms of Use available at our website and mobile application. If you disagree with the Terms of Use, you may cancel your Subscription Program (defined below). For details, please see the Suspension and Cancellation of Subscription Program under these Terms.

2.4. Storage of personal information: As part of your use of the Platform, you affirmatively consent that you have read and understood the Terms of Use and Privacy Policy and hereby consent to the collection, processing, storage, disclosure and/or transfer of your personal information in accordance with the Privacy Policy. You further agree and confirm that the security practices and procedures implemented by the Company are reasonable and sufficient for the protection of your personal information that is collected and stored by the Organization.

2.5. Change of Terms of Use: The Organization reserves the right to change or update these Terms, or any other of our policies or practices, at any time, and will notify Users by posting such changed or updated Terms to www.Shivaayshaktiyog.com or on our mobile application. Your continued use of the Platform constitutes your agreement to abide by the Terms as modified. Under certain circumstances, we may also elect to notify you of changes or updates to our Terms by additional means, such as pop-up or push notifications or through e-mail notifications.

2.6. Usage of personal information and communication: Shivaay Shakti yog shall use your Personal Information to ensure services with respect to the Platform are presented to you in the most effective manner, to secure the Platform and make improvements, to carry out our obligations to You, and to communicate with you. The said communication can either be by calls, text or emails and for purposes which include transactional, service, or promotional calls or messages. If at any time You wish to not receive any communication from our end, you can opt-out of the same by writing to us on

1.Membership

3.1. Becoming a Member

3.1.1. You must be legally capable of entering into a binding contract and must not be a person barred from receiving Platform Services under the applicable laws, in your province, territory or country, to sign up as a registered user of the Platform Services. You agree that your use of the Platform does not violate any applicable law or regulation of your province, territory or country.

3.1.2 In order to avail the Platform Services on the Platform, you will be required to register on the Platform by providing details about yourself, including your name, address, contact details and such other details as may be required on the Platform and create an account ("Account").

3.2. Once a Member

3.2.1. Complete, true and accurate information: You shall ensure and confirm that the Account information and Payment Details (as defined below) provided by you is complete, accurate and up-to-date at all times. If there is any change in the Account information or Payment Details, you agree to promptly update such information, as needed, to keep it accurate, complete and up-to-date. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Company has reasonable

grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to suspend or cancel your Account and refuse any and all current or future use of the Platform (or any portion thereof) at its discretion, in addition to any right that the Company may have against you at law or in equity, for any misrepresentation of information provided by you.

3.2.2. Confidentiality of information: You will be responsible for maintaining the confidentiality of the Account information including confidentiality of your password for restricting access to your Account, and are fully responsible for all activities that occur under your Account. You agree to (a) immediately notify the Company of any unauthorized use of your Account information or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. The Organization cannot and will not be liable for any loss or damage arising from your failure to comply with this provision. You may be held liable for losses incurred by Organization any other user of or visitor to the Platform due to authorized or unauthorized use of your Account as a result of your failure in keeping your Account information secure and confidential.

3.2.3. Use of another User's Account information for availing the Platform Services is expressly prohibited.

3.2.4. You shall not have more than one active Account on the Platform. Additionally, you are prohibited from selling, trading, or otherwise transferring your Account to another party or impersonating any other person for the purposing of creating an account with the Platform.

3.2.5. Your membership is non-transferrable, however, in case you are moving to another city where the Organization provides its services, the Organization may transfer your membership against the receipt of price difference and any applicable service fee for the same (as applicable).

3.3. Membership for Minors

Individuals under the age of 18, or the applicable age of majority in their respective province, territory or country ("Minors"), may utilize the membership(s) / sessions / book a class (including free of cost classes) or any activity, only with the involvement and consent of the parent or legal guardian, under the account / membership of such parent or legal guardian and at all times, subject to these Terms of Use. In this regard, the parent or legal guardian of such Minor agrees to indemnify, defend and hold harmless the Organization and its business partner(s) from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Organization and its business partner(s) that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms;

1. Subscriptions

4.1. Subscription Programs

Users may access the Platform Services by subscribing to our packages through a subscription fee-based program. Please read the fine prints of each Subscription Program and the Fitness Services before purchasing or subscribing, as the same provides all the details about the coverage and exclusions of the Subscription Program/the Fitness Services that you purchase.

4.1.1. The Organization offers monthly, quarterly, half-yearly and annual subscription options. For the purposes of our subscriptions, a month constitutes 30 calendar days, a quarter constitutes 90 calendar days (3 months), a half year constitutes 180 calendar days (6 months) and a year constitutes 365 calendar days (12 months).

4.1.2. Available Packages: The packages offered by the Organization, details of subscription fees and any discounts on these packages, if applicable, will be reflected on the Platform.

4.1.3. Purchasing the Subscription Program: You can become a subscriber to the Subscription Program by purchasing a subscription to the Platform Services from the website or through the mobile application ("Order"). If your Order is acceptable to us, we will confirm your Order and send you an email to confirm your access to the subscription purchased. Our obligation to

provide the Platform Services shall arise only once we take receipt of your Order, and send a confirmation regarding the same to you by email.

4.1.4. The Organization reserves the right to not process or to cancel your Order in certain circumstances which Organization deems appropriate at its sole discretion. The Organization also reserves the right, in its sole discretion, to take steps to verify your identity in connection with your Order. You may need to provide additional information to verify your identity before completing your Order. The Organization will either not charge you or refund the charges for Orders that we do not process or cancel.

4.1.5. Access to Subscription Program: You will only have access to the Subscription Program while your subscription is active and subsisting. The App-based Products and Services shall be available on the Platform only upon purchase of the Subscription Program, and will continue until the end of your current subscription period or till the prescribed number of classes under your Subscription Program gets completed, whichever is earlier.

4.2. Charges and Changing of Fees

4.2.1. Charging of Subscription Fees: All amounts are payable and charged (i) at the time you place your Order and, (ii) at the time of each renewal, using the Payment Details (as defined below) you have provided.

4.2.2. Auto-renewals: For all subscriptions bought on mobile app marketplaces (Appstore, Playstore, etc.) there will be auto-debit at the renewal dates as shared at the time of subscription. The user will be provided with the direction to cancel the subscription on the platform and on the mobile app marketplace.

4.2.3. Promo-codes and Discounts: In case of any promotional discounts offered by Organization through a discount code or voucher, not more than one discount code or voucher will be honored at one time, that is to say, a User will not be permitted to use more than one discount code or voucher at a purchase.

4.2.4. Changing the Subscription Program and Fee: We reserve the right to change our Subscription Programs or adjust pricing for our Platform Services or any components thereof in any manner and at any time as the Organization may determine in our sole and absolute discretion. Any price changes or changes to your Subscription Program will take effect following notice to you. The Organization does not guarantee that the charges will be the lowest in the city, region or geography or if the Platform Services will be available for delivery / performance at all times.

4.3. Policies related to booking/rescheduling/cancellation of classes or membership and In-house Policies

4.3.1. Booking and Rescheduling of classes/sessions by Users: Users can book their slot in classes only in advance, based on a period as decided by the Organization and shown on the website or mobile application which may be changed by the Organization over time at its discretion. Users may cancel or reschedule appointments using the Platform, subject to permitted cancellation and rescheduling timelines and availability of a timeslot.

4.3.2. Rescheduling and Cancellation of classes by Organization: The Organization reserves the right to cancel or reschedule appointments and the Organization shall not be liable for any inconvenience or loss caused to you as a result of such rescheduling, cancellation and delay in performance or failure to meet its obligations.

4.3.3. Cancellation of classes/sessions by Users: Users shall be permitted to cancel their booking only up to a certain time before the scheduled class, or as mentioned on the Platform while booking a class, post which the option of cancellation shall be disabled from the Platform. In case you wish to cancel the class/session after the prescribed time period, you may chat with us or write to us on contact@Shivaayshsktiyog.com requesting cancellation of your appointment, and the Company may consider such request, at its sole discretion. Any decision taken by the Organization in this regard shall be final and binding. In the event of cancellation of a scheduled class within 12 hours from such scheduled class, or in the event of excessive/

delayed/ last-minute cancellations, the Organization reserves the right to charge such amount for cancellation, as may be determined by the Organization

4.3.4. Suspension and Cancellation of Subscription Program: The Terms of Use will continue to apply until terminated by either you or the Organization as set forth below.

- (i) Cancellation of Subscription Program by you –
 - (a) If you object to the Terms of Use or wish to discontinue with your membership, you may (i) close your Account on the Platform; and/or (ii) stop accessing the Platform.
 - (b) Refund of Subscription fee-
- 1. All Subscription Programs purchased by you are non-refundable, non-exchangeable, non-saleable and non-transferrable. In the event, you wish to discontinue with your Subscription Program, you will not receive a refund for the fees you have already paid for your current subscription period and you will be entitled to receive the Platform Services ordered until the end of your current subscription period or till the prescribed number of classes under your Subscription Program gets completed, whichever is earlier.
- (ii) Cancellation of Subscription Program by us –
 - (a) The Organization may delist you or block your future access to the Platform or suspend or cancel your membership/ terminate your Account if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until the Organization chooses to terminate them.
 - (b) In the event your usage of the Platform Services violates our in-house policies stated above, the Organization suspend or cancel your membership/ terminate your Account at any time for any reason in its sole discretion with or without notice to you. If any complaint is received against a User to the effect he/she has used the Platform Services for the above purposes, then upon receiving such complaint, the Organization reserves the right to terminate the Account / cancel User's membership in question. The Organization reserves the right to initiate legal action against you.
 - (c) The Organization shall have the right to cease/terminate relationship with you unilaterally without any reason, and applicable amount or cash back (if any) shall be refunded to you subsequently.
 - (d) Your access to the Platform may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Platform Services. We will restore your access to the Platform as soon as reasonably practicable. In the event that the Platform Services are still unavailable, please notify us by emailing at contact@Shivaayshaktiyog.com
- (iii) Effect of cancellation–
- Upon cancellation of the Subscription Program, the Organization may delete any content or other materials relating to your use of the Platform Services and the Organization shall have no liability to you or any third party for doing so. However, your transactions and other details may be preserved by the Organization for the purposes of tax or regulatory compliance

•
1. Payment Services

5.1. All payments in respect of the Platform Services shall be made to the Organization through the Platform. To the extent permitted by applicable law and subject to the Organization Privacy Policy, you acknowledge and agree that the Organization use certain third-party vendors and service providers, including payment gateways, mobile application marketplaces (appstore, playstore), to process payments and manage payment card information.

5.2. Representations during payment: In order to make payments online, you undertake to use a valid payment card or bank details or third party wallets or details required for any other mode of payment ("Payment Details") with the authority to use the same, to have sufficient funds or credit available to complete the payment on the Platform in good standing. By providing the Payment Details, you represent, warrant, and covenant that: (1) you are legally authorized to provide such Payment Details; (2) you are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to your use of such Payment Details or applicable law. You agree that you are responsible for any fees charged by your mobile carrier in connection with your use of the payment services through your mobile. The Organization shall use the Payment Details as described in the Company's Privacy Policy. You may add, delete, and edit the Payment Details you have provided from time to time through the Platform.

5.3. You acknowledge and agree that, in the event you have made payments in respect of any Subscription Program through your credit card, the Organization is authorized to charge the same credit card as was used for the initial subscription fee. In case you wish to renew your Subscription Program, the renewal subscription fees will be billed to the Payment Details you provided, until you change the Payment Details.

5.4. Transaction Summary: The payment receipt for completion of a transaction and the transaction summary shall be provided by the respective mobile app marketplace, or by the Organization, as the case may be, and the payment receipt and transaction summary shall be made available on the Platform and also be sent to your registered email address.

5.5. Failed Transactions: Except to the extent otherwise required by applicable law, the Organization is not liable for any payments authorized through the Platform using your Payment Details. Particularly, the Organization is not liable for any payments that do not complete because: (1) your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided; (2) you have not provided the Organization correct Payment Details; (3) your payment card has expired; or (4) circumstances beyond Organization control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) which prevent the execution of the transaction.

5.6. With regards to payments, the Platform shall not be responsible or liable for any unauthorised transactions conducted on our Platform using your payment card or internet banking.

1. Health/Medical Disclaimers

6.1. In the interest of your physical and mental wellbeing, you understand and acknowledge that –

6.1.1. Disclaimer by Organization :

- (i) The Organization makes no claims, representations or guarantees that the Platform Services offered would provide a therapeutic benefit to all its Users. We hereby disclaim any guarantees of exactness as to the duration, type, satisfaction from the Fitness Services provided by us.
- (ii) The Organization not a health care provider or a medical device provider and that our Fitness Services are neither medical/health care advice, nor a replacement for, or are a form of, therapy, and that the Fitness Services are not intended to cure, treat, or diagnose any medical conditions which a User may have.

6.1.2. Inherent risks: The Fitness Services offered herein, by their very nature, include certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or any kind of losses. You hereby assert that your participation is voluntary and that you knowingly assume all such risks and hence hereby release the Released Party (as defined below) of all liability arising out of such aforementioned risks;

6.1.3. Illness/Injury: You are aware of your physical limitations and medical history and that your participation by accessing and availing our Fitness Services may, in some circumstances, result in a physical injury or impact /worsen psychological condition or mental fitness. You also undertake that you are sufficiently self-aware and would stop any physical activities on the

Platform Services before you become ill or injured, physically or psychologically. You will not attribute any such illness/ injuries/loss to your health, of any kind, to the Platform Services offered by us. Further, we make no representation, whatsoever, that Fitness Services provided by us are appropriate or safe for use.

6.1.4. You will not participate in the Platform Services under the influence of heavy medication, drugs, alcohol or other mood-altering substances, or undertake the exercises/training offered through our App-based Products and Services while driving or operating any machinery.

6.1.5. Consultation by physician/healthcare provider:

- (i) You would consult your physician or health care provider before enrolling for the Fitness Services offered by us/ booking our classes, in the event you are or expect/suspect to (a) be pregnant, or (b) wear a pacemaker, or (c) suffer from epilepsy or seizures, or (d) have a history of mental illness, or (e) have eating disorder, or (f) have diabetes, or (g) have any other physical/ psychological/ emotional/ medical condition, or (h) are taking any strong medication.
- (ii) You will obtain the approval of your health care provider/doctor before participating in the Platform Services, in the event you are over 65 years of age.

6.1.6. Medical Aid: There is no obligation for any person to provide you with medical care while performing the activities offered under the Platform Services. You further understand and acknowledge that:

- (i) there may be no aid stations available for the said activity; and
- (ii) if medical care is rendered to you, you consent to that care if you are unable to give your consent for any reason at the time the care is rendered.

6.2. You, for yourself and for your heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or claims of any nature whatsoever, including but not limited to any claims pertaining to a physical or mental injury or illness, or claims arising out of negligence of any Released Party (as defined below) or anyone else, that you may have now or in the future, against the Organization any of its affiliates, franchisees and their respective representatives, directors, officers, independent contractors, consultants, agents, employees or volunteer staff ("Released Party"), in relation to or in connection with or arising out of the availing of Platform Services by you. Without limiting the foregoing, you further release any recourses which you may, now or hereafter, have resulting from any decision of any Released Party.

6.3. Without prejudice to the indemnity obligations set out under Clause 9.2 of these Terms, you agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any claim made by you or anyone making a claim on your behalf, even if the claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

1. Use of Platform

1. 7.1. Subject to compliance with the Terms of Use, the Organization grants you a non-exclusive, freely revocable (upon notice from the Organization), non-transferable access and use of the Platform, the Platform Services and the content available on the Platform. You agree to use the Platform Services, Platform and the materials provided therein only: (a) for personal, informational and internal purposes, in accordance with and as permitted by the Terms of Use; (b) for purposes for which the Platform Services are meant to be used; and (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines. You agree not to engage in activities that may adversely affect the use of the Platform by the Organization /other Users.

2.

3. 7.2. By accessing the Platform and using our Platform Services, you acknowledge and consent to receive, at any time, customer alerts, reminders, or any other communications from the Company, its employees, Vendors and/or its affiliates, or in relation to offers for other Fitness Services/Platform Services offered by the Organization.

4.

5. 7.3. Feedback: As part of the Platform Services provided to you, after availing such services, you agree to provide honest feedback/review about the concerned Platform Service, if required by the Organization
- 6.
7. 7.4. Although we aim to offer you the best service possible, we make no promise that the Fitness Services will meet your requirements and we cannot guarantee that the Fitness Services will be fault free. If a fault occurs in the Fitness Services, please report it to us at contact@Shivaayshaktiyog.com and we will review your complaint and, where we determine it is appropriate to do so, correct the fault. If the need arises, we may suspend access to the Fitness Services while we address the fault. We will not be liable to you if the Fitness Services are unavailable for a commercially reasonable period of time.
- 8.
9. 7.5. You acknowledge and agree that by accessing or using the Platform or Platform Services, you may be exposed to content from others that you may consider offensive, indecent or otherwise objectionable. The Company disclaims all liabilities arising in relation to such offensive content on the Platform.
- 10.
11. 7.6. Uploading Content: The Organization may enable Users to publish, post and upload, distribute or disseminate any topic /material/information/data on the Platform. You hereby agree and undertake to ensure that all such topic/material/information/data is appropriate and decent, and is not offensive, profane, defamatory, infringing, obscene. All such topic/material/information/data added, created, published, uploaded, submitted, distributed, disseminated or posted to the Platform by you is your sole responsibility and the same shall be in accordance with applicable law. The Organization reserves the right to review any topic/material/information provided/data uploaded, if any, by you on the Platform and delete any topic/material/information/data that is inconsistent with these Terms of Use.
- 12.
13. 7.7. Prohibited Uses:
Without prejudice to the foregoing, you further undertake not to:
 - 7.7.1 Unlawful use or Disruption/Interference with use of Platform:
 - (i) defame, abuse, harass, threaten or otherwise violate the legal rights of the Organization of others;
 - (ii) collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section;
 - (iii) conduct or forward surveys, contests, pyramid schemes or chain letters;
 - (iv) use any device or software to interfere or attempt to interfere with proper functioning of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform;
 - (v) upload or distribute files that contain viruses or "Trojan horse", or overloading or "flooding" or "mail bombing" or "crashing" or corrupted files, or any other similar software or programs that may directly or indirectly damage, interfere with, or disrupts access to, the Platform or the Platform Services (or the servers and networks which are connected to the Platform) and another's computer or provide you undue advantage or benefit in purchasing goods / availing services;
 - (vi) engage in any activity that interferes with or disrupts the access to Platform or Platform Services (or the servers and networks which are connected to the Platform);
 - (vii) use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Organization or other third parties;
 - (viii) disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platform or any affiliated or linked sites;
 - 7.7.2 Content related prohibitions:

- (i) modify or alter the content available on the Platform;
- (ii) distribute or sell, rent, lease, license or commercially host or otherwise make any Content on the Platform available to others;
- (iii) copy, modify, re-publish, post, display, translate, transmit/distribute, reverse engineer, perform, license, create derivative works, or sell any information or software obtained from the Platform through any medium without obtaining the necessary authorization from the Organization.
- (iv) remove any text, copyright or other proprietary notices contained in the Content downloaded from the Platform.
- 7.7.3 Access related prohibitions:
 - (i) access (or attempt to access) the Platform and the materials or Platform Services by means other than through the interface provided by the Organization;
 - (ii) probe, scan, test the vulnerability of the Platform or any network connected to the Platform, or beach the security or authentication measures on the Platform or any network connected to the Platform;
 - (iii) attempt to gain unauthorized access to any portion or feature thereof or any other systems, networks, servers, linked or affiliated sites, connected to or accessible through the Platform or to any Organization server, by hacking, password mining or any other illegitimate means;
 - (iv) use of any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Platform or Content;
 - (v) reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content to obtain or attempt to obtain any material, document or information through any means not specifically made available through Platform;
 - (vi) reverse look-up, trace or seek to trace any information on any other User of, or visitor to, the Platform, to its source;
 - (vii) exploit the Platform or Platform Services or information made available or offered by or through the Platform in any way whether or not the purpose is to reveal any information, including but not limited to, personal identification information other than your own information, as provided on the Platform;
- 7.7.4 falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 7.7.5 upload or distribute files that contain software or other material protected by applicable intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
- 7.7.6 violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- 7.7.7 violate the Terms of Use contained herein or elsewhere;

1. Intellectual Property Rights

- 8.1. The Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the "Content") on the Platform is owned and controlled by the Organization / or its licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights. You are not permitted to use the Content without the prior consent of the Organization or the Vendors, or the third party that may own the copyright, patent, trademark or any other intellectual property right in such Content.
-

- 8.2. The trademarks, logos and service marks displayed on the Platform (“Marks”) are the property of the Organization and / or Vendors and / or other respective third parties, as the case may be. You are not permitted to use the Marks without the prior consent of the Organizer or the Vendors, or the third party that may own the Marks.
-
- 8.3. IP Infringement
If you believe the Platform or any of the Platform Services violates your intellectual property, you must promptly notify the Organization in writing at contact@Shivaayshaktiyog.com. These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by you may result in the cancellation of your access to the Platform. You are required to provide the following details in your notice:
 - (i) The intellectual property that you believe is being infringed;
 - (ii) The item that you think is infringing and include sufficient information about where the material is located on the Platform;
 - (iii) A statement that you believe in good faith that the item you have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
 - (iv) Your contact details, such as your address, telephone number, and/or email;
 - (v) A statement that the information you provided in your notice is accurate, and that you are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
 - (vi) Your physical or electronic signature.
- 1. General Terms and Conditions
 - 9.1 Disclaimer of Warranties & Liability
You expressly understand and agree that, to the maximum extent permitted by applicable law:
 - 9.1.1. the Platform, Platform Services and other Content are provided by the Organization on an “as is” and on “as available” basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing and notwithstanding anything else contained in these Terms, the Organization makes no warranty that (i) the Platform or the Platform Services will meet your requirements or your use of the Platform or the Platform Services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform, or Platform Services will be effective, accurate or reliable; (iii) the quality of the Platform or Platform Services will meet your expectations; or (iv) any errors or defects in the Platform or Platform Services will be corrected. No advice or information, whether oral or written, obtained by you from the Company or through use of the Platform Services shall create any warranty not expressly stated in the Terms of Use.
 - 9.1.2 the Organization claims any warranty, condition or representation in respect of any third party services and/or content, which may be made available to you through the Platform, in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance of any applicable laws or regulations. You agree and understand that the use of such third party services and contents may be governed by such third party provider’s terms of use, license agreement, privacy policy or other such agreement.
 - 9.1.3 the Organization will have no liability related to any User Content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User Content.
 - 9.1.4 the Organization not be liable for any direct and/or any special, incidental, indirect, consequential, exemplary or punitive loss that you may incur as a consequence of

unauthorized use of your Account or Account information in connection with the Platform or Platform Services, either with or without your knowledge.

- 9.1.5 the Organization has endeavored to ensure that all the information on the Platform is correct, but the Organization neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, or Platform Services. The Organization shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise.
- 9.1.6 any material or data downloaded or otherwise obtained through the Platform is done entirely at your own discretion and risk, and in the event there is any damage to your computer systems or loss of data, you will be solely responsible for any damage to your computer systems or loss of data that results from the download of such material or data.
- 9.1.7 the Organization shall not be held responsible or liable for any damages arising from periodic maintenance operations or unplanned interruption/ suspension of Platform Services that may occur due to technical reasons or for any reason beyond the Organization control or termination of Platform Services in accordance with the Suspension and Cancellation Policy of these Terms, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent.
- 9.1.8 You acknowledge that the above disclaimers under Clauses 6 and 9.1 are reasonable, and you will accept any such risks and/or insure accordingly.
- 9.2 Indemnification and Limitation of Liability
- 9.2.1 You agree to indemnify, defend and hold harmless the Organization its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, independent contractors, agents and employees on the Platform ("Indemnitees") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms of Use including, but not limited to, breach of your obligations under, inter alia, Clause 3.3 (Membership for Minors), Clause 6 (Health/Medical Disclaimers), Clause 7 (Use of Platform) and Clause 8 (Intellectual Property Rights). Further, you agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, your use of the Platform or Platform Services, any misrepresentation with respect to the data or information provided by you, your violation of the Terms of Use, or your violation of any rights of another, including any intellectual property rights.
- 9.2.2 In no event shall the Indemnitees be liable to you or any third party for any direct and/or any special, incidental, indirect, consequential, exemplary or punitive damages including, but not limited to, lost profits, loss of opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute Platform Services or Fitness Services arising out of or in connection with these Terms or from the use of or inability to use the Platform, Platform Services or Content on the Platform or alteration of User's transmissions and/or data or arising from any other matter relating to the Platform Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not the Indemnitees have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. The limitations

and exclusions in this Section apply to the maximum extent permitted by applicable laws.

- 9.3 Violation of the Terms of Use

You agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Organization and/or Vendors, as the case may be, for which monetary damages would be inadequate, and you consent to the Organization and/or Vendors obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Organization and/or Vendors obtaining may have at law or in equity. If the Organization and/or Vendors takes any legal action against you as a result of your violation of these Terms of Use, they will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

- 9.4 Governing Law and Dispute Resolution

- 9.4.1 Governing Law: These terms shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at New Delhi.

- 9.4.2 Agreement to Arbitration: You and the Organization agree that any dispute, claim or controversy arising out of or in connection to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform or Platform Services ("Dispute") will be settled by a binding arbitration ("Arbitration").

- 9.4.3 Procedure of Arbitration: All Disputes, which you or the Organization ("Disputing Party") wishes to have resolved, shall be referred upon the application of either the Disputing Party or the other party to the Dispute and finally settled under [(Indian) Arbitration and Conciliation Act, 1996 ("Act") and the rules made thereunder], in force at the date of intimation of such Dispute, which Act and rules are deemed to be incorporated by reference in this clause. The number of arbitrators shall be three (3). One (1) arbitrator shall be appointed by the Disputing Party and one (1) arbitrator shall be appointed by the other party to the Dispute and together the two (2) arbitrators so appointed shall appoint the third arbitrator. If within fourteen (14) days of a request from the other party to do so a party fails to nominate an arbitrator, or if the two (2) arbitrators fail to nominate the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, the appointment shall be made in accordance with the Act and the rules. No officer, director, shareholder, employee, representative or relative of any party may be nominated or appointed as an arbitrator. The seat and venue of such arbitration will be [New Delhi]. The language of this arbitration shall be English and any document not in English submitted by any party shall be accompanied by an English translation. A written transcript of the proceedings shall be made and furnished to the parties.

- 9.4.4 Binding Award: Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this clause shall be in writing and shall be final, conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.

- 9.4.5 Costs of Arbitration: The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each party to any arbitration shall bear its own expense in relation thereto, including but not limited to such party's attorneys' fees and the expenses and fees of the arbitrators shall be borne equally by the parties to the Dispute.

- 9.4.6 Class Action waiver: Where permitted under the applicable law, you and the Organization agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, where permitted under the applicable law, unless both you and the Organization agree otherwise, the court may not consolidate more

than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

- 9.5 Links to Website/ Homepage
- 9.5.1 We may provide links to other websites or services for you to access. You acknowledge that any access is at your sole discretion and for your information only. We do not review or endorse any of those websites or services. We are not responsible in any way for: (a) the availability of, (b) the privacy practices of, (c) the content, advertising, products, goods or other materials or resources on or available from, or (d) the use to which others make of these other websites or services. We are also not responsible for any damage, loss or offense caused or alleged to be caused by, or in connection with, the use of or reliance on such websites or services.
- 9.5.2 You may also link to our home page, mobile app, or a url within, provided, you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. The Platform Services must not be framed on any other website, nor may you create a link to any part of the Platform Services unless you have written permission to do so from us. We reserve the right to withdraw linking permission with or without written notice. The website from which you are linking must be compliant in all respects with the standards set out in our policy for acceptable Use of Platform. If you wish to make any use of material on or in the Platform Services other than that set out above, please address your request to contact@Shivaayshaktiyog.com.
- 9.6 Report Abuse and Grievance Redressal
- 9.6.1 In the event you come across any abuse or violation of these Terms of Use or if you become aware of any objectionable content on the Platform or if you wish to report a grievance regarding Platform or Platform Services, please report the same to the following e-mail id: contact@Shivaayshaktiyog.com.
- 9.6.2 In case of any dissatisfaction with the Platform Services, you shall first file a formal complaint with the customer service of the Organization, prior to pursuing any other recourse. The complaints can be lodged at contact@Shivaayshaktiyog.com, and upon lodging a complaint, you agree to provide complete support to the customer service team with such reasonable information as may be sought by them from you. The decision of the Organization on the complaints shall be final and you agree to be bound by the same.
- 9.7 General Provisions
- 9.7.1 Communications and Notice: You hereby expressly agree to receive communications such as occasional special offer, marketing, survey, Platform based communication emails and other communications from the Company, Vendors and other third parties relating to the Platform Services provided through the Platform. You can unsubscribe/ opt-out or revoke your consent from receiving such communications by e-mailing to contact@Shivaayshaktiyog.com. However, this may limit the extent of Platform Services that you can avail. All communications and notices from the Organization will be served by SMS or email to your registered email address or pop-up/ push notification through website/mobile applications or by general notification on the Platform. Any notice provided to the Organization pursuant to the Terms of Use should be sent to contact@Shivaayshaktiyog.com with subject line – Attention: TERMS OF USE.
- 9.7.2 Assignment: You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. The Organization rights under the Terms of Use are freely transferable by the Organization to any third party without the requirement of seeking your consent.
- 9.7.3 Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be

enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

- 9.7.4 Waiver: Any failure by the to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Organization of that provision or right.
- 9.7.5 Survival: Even after termination, obligations mentioned under Clause 4.3.6 (Suspension and Cancellation of Subscription Program), Clause 6 (Health/Medical Disclaimers), , sub-clause 9.1 (Disclaimer of Warranties and Liability), sub-clause 9.2 (Indemnification and Limitation of Liability), sub-clause 9.4 (Governing Law and Dispute Resolution), sub-clause 9.7.1 (Communications and Notice), sub-clause 9.7.3 (Severability) and sub-clause 9.7.5 (Survival) shall continue and survive the termination.



Always Live Yoga