
LiveOnlineYoga.com Terms and Conditions

Effective as of September 10, 2020

Welcome to LiveOnlineYoga.com (“Website”). The LiveOnlineYoga.com and “LOY Services” are owned and operated by PFA PIRVAN VIRGINIA - CARMEN (“LOY”, “we”, “our” or “us”), located in Romania, Bucharest, Sector 4, Sos. Oltenitei 49, post code 041295, registered with the Trade Registry, CUI 34523993. The “LOY Services” means the LiveOnlineYoga subscription service (including our website, the LOY App (as defined below), associated user interfaces and all content and software and all other features and functionalities associated with those services) that provides subscribers with access to view and discover our Content (as defined below) streamed over the internet to Compatible Devices. In connection with the Website, we provide content, information, products, services, and other features (“Features”), including, but not limited to, educational videos. We provide these Features and access to the Website subject to the terms and conditions set forth below (“Terms and Conditions”). Please read them carefully because they contain information about your rights and obligations.

By using our Website or the Features, you accept and agree to these Terms and Conditions, which shall then operate as a binding agreement between you and us. You may not use our Website or the Features unless you agree to these Terms and Conditions.

Copyrights and Trademarks

All content included in or made available through our Website, including any videos, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software, or other Features are the property of LOY or its content suppliers and is protected by Romanian and international copyright and trademark laws. The compilation of all content included in or made available through the Website or the Features is the exclusive property of LOY and protected by Romanian and international copyright laws.

Unless we otherwise expressly agree in writing, you may only use LOY’s trademarks and copyrighted content and compilations as we expressly permit in these Terms and Conditions. For example, you may not sell, copy, distribute, display, or transmit any such content unless we expressly consent in writing.

You are responsible for exercising within your limits.

Consult your doctor before using the LOY Services and Features and follow his or her advice. Read and follow all safety guidance provided as part of the LOY Services and Features. Inform your teacher on your health condition. If at any time you feel you are exercising beyond your current fitness abilities, or you feel discomfort, pain, dizziness, or nausea, you should discontinue exercising immediately. Nothing on the LOY Services and Features constitutes medical or professional advice or care. We do not guarantee any exercise, health, weight loss or fitness results or improvements to users of the LOY Services and Features. **WARNING:** Do not participate in indicated videos if prone to seizures. Flashing lights and rapid imagery changes may be used. Motion sickness may be experienced.

You are responsible for exercising within your limits and assume all risk of injury to your person or property resulting from your use of the LOY Services and Features.

Children

The LOY Services and Features are not generally suitable for use by children under the age of 18.

We may offer limited Content that is suitable for children under the age of 18 (or the local or the age of majority in your territory of residence if more than 18 years old) ("Children's Content") on the LOY Services and Features. Such Children's Content will be expressly labelled as suitable for children.

Individuals under the age of 18 (or the local or the age of majority in your territory of residence if more than 18 years old) may use the LOY Services and Features with the consent and supervision of the applicable parent or legal guardian; and subject to the terms of this Agreement.

You, if you are the parent or legal guardian of a child, are responsible for monitoring and supervising your child's use of the LOY Services and Features when viewing any Children's Content.

If you are the parent or legal guardian of a child that is permitted to use the LOY Services and Features, you should consult with your child's doctor before using the LOY Services and Features with your child and follow his or her advice. Read and follow all safety guidance provided as part of the LOY Services and Features. If at any time you feel your child is exercising beyond their current fitness abilities, or your child feels discomfort, pain, dizziness, or nausea, your child should discontinue exercising immediately. Nothing on the LOY Services and Features is intended to be medical or professional advice or care. We do not guarantee any exercise, health, weight loss or fitness results or improvements to users of the LOY Services and Features.

License and Limitations on Use

Subject to your compliance with the Terms and Conditions, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access the Website and the Features we have made accessible to the public and use them for personal, non-commercial purposes. All rights not expressly granted to you in these Terms and Conditions are reserved and retained by LOY, its successors, and its affiliates.

Neither the Website nor any Feature, nor any part thereof, may be reproduced, duplicated, copied, sold, resold, accessed, or otherwise used for any commercial purpose unless we expressly consent in writing. Unless we expressly consent in writing, you may not use data mining, robots, or similar data gathering and extraction tools on the Website or with regard to the Features, except to include the Website on search engines or otherwise direct potential consumers directly to the Website. You may not use any meta tags or any other "hidden text" utilizing the "LiveOnlineYoga.com" name or any of our trademarks without our express written consent. You may not collect or obtain information or data regarding other users, including their email addresses, without their consent.

You may only use our Website and the Features to the extent permitted by applicable law. You may not misuse the Website or the Features for any illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, or otherwise improper purpose. You may not use the Website or the Features in any manner that would injure the body or property of someone else or violate their rights. You may not impair, tamper with, interfere with, disrupt, or create an undue burden on servers or networks connected to the Website. You may only access the Website, the Features, or

any hosting servers or services to the extent we grant access to the public, as any ordinary member of the public. You may not access any portion of the Website, Features, or hosting services or services to the extent they are hidden from the public, password protected, or otherwise made generally non-accessible to the public.

Any licenses we grant to you under these Terms and Conditions will terminate if you do not comply with them. You or we may suspend or terminate your use of this Website at any time, without notice, for any or no reason at all.

Privacy

Because your privacy is especially important to us, we have created a separate Privacy Policy. The practices we follow when collecting and using information about you is set forth in our Privacy Policy, which we encourage you to review in its entirety.

We reserve the right to take legal steps in the case of the unsolicited sending of advertising information, e.g., by means of spam mail.

Communications

When you use our Website or its Features, you may be communicating with us electronically. If you provide us with your email address or other contact information, you consent to us communicating with you by those means unless you expressly state otherwise.

International use

You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Website and the Features. You must comply with export and re-export restrictions that may apply to goods, software, technology, and services.

Links to Third-Party Websites

From time to time, this Website may contain links to external websites that we do not own, operate, or control. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. You understand and agree that we are not responsible for the availability of such third-party websites or their content and that we are not responsible or liable for any content, information, advertising, products, services, or other items on or available from such websites.

If you decide to visit any third-party websites linked to or from this Website or use products or services offered on them, you do so entirely at your own risk. Your use of third-party websites and your purchase of any products or services through them are subject to the terms and conditions of the respective third parties and their websites. We are not responsible or liable for any damages to you and anyone else arising from your visitation or use of third-party websites or purchase of services or products offered on or through them.

Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE OR THE FEATURES IS AT YOUR SOLE RISK. WE PROVIDE AND MAKE AVAILABLE THE WEBSITE AND FEATURES, INCLUDING ALL INFORMATION, VIDEOS, PRODUCTS, SERVICES AND OTHER CONTENT, TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS WE OTHERWISE AGREE IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE OPERATION OF THE WEBSITE, OR THE INFORMATION, CONTENT, VIDEOS, PRODUCTS, SERVICES OR OTHER FEATURES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE AND THE FEATURES, UNLESS WE OTHERWISE AGREE IN WRITING. WE EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

PLEASE ALSO REVIEW OUR MEDICAL DISCLAIMER.

Limitations on Liability

WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR WEBSITE, THE FEATURES, OR ANY INFORMATION ON OR OBTAINED THROUGH THEM, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY AND CONSEQUENTIAL DAMAGES, UNLESS WE OTHERWISE AGREE OR SPECIFY IN WRITING. ANY VALID CLAIM AGAINST US SHALL BE LIMITED TO THE AMOUNT YOU PAID TO US, IF ANY, FOR USE OF OUR PRODUCTS OR SERVICES.

Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless LOY and our parent company, affiliates, and subsidiaries, as well as theirs and our officers, directors, officers, managers, employees, donors, agents, licensors, successors, and assigns, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions or the rights of another party. We reserve the right, to the extent permitted by law, to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms and Conditions. If we do so, you agree to cooperate with our reasonable requests relating to the defense of any claim.

Governing Law

You agree that these Terms and Conditions and any dispute of any kind that may arise between you and us will be governed by the laws of Romania, regardless of any conflicts of laws principles.

Resolving Disputes

If you have any complaint please speak to us first, by contacting us using the details on our website. Except as otherwise specified in herein, you and we agree that any dispute or claim relating in any way to your use of the Website or the Features will be resolved by binding arbitration, rather than by a court of law.

You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

You and we each agree that the following disputes may, instead of arbitration, be brought in a court of law:

- a suit filed in small claims court; and
- a suit to enjoin infringement or other misuses of intellectual property rights.

Any such suit must satisfy the jurisdictional and venue requirements of the court and not otherwise violate the terms of this agreement.

In addition, please note that if you live in a European Union member state disputes may be submitted for online resolution to the European Commission Online Dispute Resolution ("ODR") platform available at <https://ec.europa.eu/consumers/odr>.

Changes

We reserve the right to make changes to our Website, services, Features, policies, and Terms and Conditions at any time. Modifications to the Terms and Conditions are made by updating this page. It is your responsibility to review these Terms and Conditions periodically to familiarize yourself with any modifications. Your continued use of this Website after modifications will constitute acknowledgment and agreement of the modified terms and conditions. You may find the effective date of the current Terms and Conditions at the top of this page.

Acceptance

Using this Website or the Features, including registering to receive emails from us, confirms your unconditional acceptance of these Terms and Conditions. Do not use the Website or the Features if you do not agree to the Terms and Conditions.

Severability

If any of these Terms and Conditions are deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining terms or conditions.

Inquiries

Please contact us if you have any questions regarding these Terms and Conditions or otherwise wish to communicate with us. You may email us at LiveOnlineYoga@gmail.com.

If you are a minor, you may only use this Website and Features with the involvement of your parent or guardian.

Reviewing or Changing Your Personal Information and Opting Out

We do not maintain a process for you to review your personal information we have collected through our Website. You may request changes to your personal information by sending your request to us at LiveOnlineYoga@gmail.com.

You can also opt-out of any service or Feature and future promotional messages from us by sending an unsubscribe request to us at LiveOnlineYoga@gmail.com or clicking unsubscribe at the bottom of any marketing email.

We will process your request within a reasonable time after receiving it. However, we are not responsible for removing your personal information from any lists of third parties who have previously been provided with your information according to this Privacy Policy or your consent.

As noted above, you may limit the placement of cookies on your device or remove them from your browser by adjusting your web browser preferences. You may not be able to opt-out of the placement of cookies on many mobile devices. However, depending on your mobile device, you may be able to opt out of certain advertisements through their device settings.

Scope of Policy

This Privacy Policy only applies to visitor information collected through our Website. The Policy does not apply to information collected offline, or by means other than our Website.

Changes to the Privacy Policy

Our Privacy Policy may change from time to time as we so chose. We will post any changes to the Privacy Policy on this page of the Website. Any changes will be effective when the revised Privacy Policy is posted. You can find the effective date of the current Privacy Policy at the top of this page.

If we otherwise determine that we have made a significant change to this Privacy Policy, we may attempt to notify you of the change by email.

We will not make any changes to this Privacy Policy without your consent that reduce your rights about the personal information you provided us.