

Shankara Yoga Kendra

Terms & Conditions of Use Agreement

Welcome to Shankara Yoga Kendra (“say-yoga”) website!

Say-yoga website (hereinafter referred to as the “Website”) is an intelligent tool which challenges people to live fulfilling lives by providing members of all skill levels: (1) high quality Yoga classes, (2) educational materials about health and wellness, and (3) a community of people interested in living their true potential. The Website is owned by Shankara Yoga Kendra.

These Terms & Conditions of Use (this “Agreement”) apply to: (1) all of the products, services and websites offered by Shankara Yoga Kendra, including, but not limited to, the Website; (2) mobile, tablet, internet television, or other digital or electronic versions of the Shankara Yoga Kendra video streaming platform; (3) any Shankara Yoga Kendra software; and (4) any applications created by Shankara Yoga Kendra whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the “Service”). Please note that the availability of any Shankara Yoga Kendra applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Shankara Yoga Kendra and such social networking site, mobile or tablet device, or internet television or other technology platform.

This Service is not directed to persons under thirteen (13) years of age.

PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE USING THE SERVICES.

THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

1. Acceptance of Terms

This Agreement sets forth legally binding terms for your use of the Service. By using the Service, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Service) or you are a “Member” (which means that you have registered on the Website as a user). If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Service immediately. We will post a notification on the Service in the event of any material changes to this Agreement. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Service. Your continued use of the Service following our posting of any changes to this Agreement means that you accept those changes.

2. Arbitration Agreement and Class Action Waiver

You and Shankara Yoga Kendra agree that any dispute between us (including disputes against any agent, employee, subsidiary, affiliate, predecessor in interest, successor, or assign of the other) relating to: (1) the Service; (2) any transaction or relationship between us resulting from your use of the Service; (3) the purchase, order, installation, or use of the Service; or (You understand that by agreeing to this class action waiver, you may only bring

claims against us in an individual capacity and not as a plaintiff, class representative, or class member in any purported class action or representative proceeding.

If you do not agree to this arbitration agreement and class action waiver, you must tell us in writing and not use the Service.

3. General Registration Requirements

If you wish to become a Member, communicate with other Members and/or otherwise make use of the Service, you must read this Agreement and indicate your acceptance during the Member registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Website (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Shankara Yoga Kendra reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Shankara Yoga Kendra Materials (as defined in Section 14 of this Agreement) and Shankara Yoga Kendra's Content (as defined in Section 8 of this Agreement) on the Service (collectively, "Shankara Yoga Kendra Content") is provided to you "AS IS" for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Shankara Yoga Kendra. Other than rights expressly granted to you, Shankara Yoga Kendra reserves all rights in and to the Service and the Shankara Yoga Kendra Yoga Classes Content.

You may access through Website for Online or Offline Classes as:

- for your information and personal use;
- as intended through the normal functionality of the Shankara Yoga Kendra Service; and
- for Online and Offline Class ("Online "means a teaching or conducting class via the Internet from the Shankara Yoga Kendra Service to the registered members teaching the Yoga Asanas via online third party or property software real-time only and "Offline" "means" registered members attending personally in designated place or Class . Accessing videos via the Service for any purpose or in any manner other than Streaming is expressly prohibited. When you are attending Online classes resolution and quality video and sound you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While we strive to provide a quality viewing experience, we make no guarantee as to the resolution quality and sound of the online classes you will receive.

In order to be able to attend online classes from the Service and to view Shankara Yoga Kendra Content on the Service, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time and is otherwise capable of interacting with the Service (each such device, a "Compatible Device"). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

4. Health Disclaimer

Physical exercise, in all of its forms and with or without the use of equipment such as Yoga blocks, straps or any other equipment that may be suggested by a Shankara Yoga Kendra instructor, accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program or using any suggested equipment, shown in any of the video clips or online classes or offline classes on the Service. Shankara Yoga Kendra is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing Shankara Yoga Kendra videos or online classes or offline classes. Nothing contained in the Service should be construed as any form of such medical advice or diagnosis.

By using the Service, you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes, courses, programs, and activities from Shankara Yoga Kendra, you will not exceed your limits while performing such activity, and you will select the appropriate level of activity for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You must understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Shankara Yoga Kendra, or any person or entity involved with Shankara Yoga Kendra, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

5. Certification and Disclaimer of Affiliation with Accreditation Body

Shankara Yoga Kendra Classes offered by Shankara Yoga Kendra are for information purposes only and do not make you eligible for certification by any governing or accreditation body to teach yoga. Shankara Yoga Kendra is not a member of any yoga-related governing or accreditation body and therefore cannot guarantee that the curriculum meets the standards developed by such organizations. You agree not to hold yourself out as a certified yoga instructor based on completing the courses, content or programs available on the Service or

use Shankara Yoga Kendra's name as a certification or accreditation body for purposes of teaching yoga. Further, you expressly waive and release Shankara Yoga Kendra and its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives of any claim arising from or in connection with teaching yoga or a violation of the terms as provided herein.

6. Minors

Shankara Yoga Kendra's Classes are not directed to persons under thirteen (13) years of age, and by providing information about yourself to Shankara Yoga Kendra you are representing that you are thirteen (13) years of age or older. You must be at least thirteen (13) years of age to become a Member and purchase Services. By agreeing to this Agreement during the sign up process, you represent and certify that you are legally able to enter into any and all purchase agreements with Shankara Yoga Kendra and its partners, vendors, agents and service providers.

7. Member Account, Password and Security

If you register on the Service, you will be required to choose a password and username, and you may be asked for additional information regarding your account, such as your email address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately [notify Shankara Yoga Kendra](#) of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You may never use another Member's account without prior authorization from Shankara Yoga Kendra. Shankara Yoga Kendra will not be liable for any loss or damage arising from your failure to comply with this Agreement.

8. Prohibited Conduct

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (individually and collectively, "Content") that:

- interferes with or disrupts the Service;
- is inaccurate, off-topic, irrelevant, or inappropriate for the purposes of the Service;
- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Members;
- involves commercial activities and/or sales without Shankara Yoga Kendra prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Service, (b) attempt to gain unauthorized access to any portion or feature of the Service or any other systems or networks connected to the Service or to any Shankara Yoga Kendra server or to any of the services offered on or through the Service, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service, (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Service, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Shankara Yoga Kendra systems or networks or any systems or networks connected to the Service, (f) use any device, software, or routine to interfere with the proper working of the Service or any transaction conducted on the Service, or with any other person's use of the Service, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Shankara Yoga Kendra on or through the Service, or (h) use the Service in an unlawful manner.

9. Responsibility for Content

You, and not Shankara Yoga Kendra, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Service. Shankara Yoga Kendra does not control the Content posted by third parties via the Service and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will Shankara Yoga Kendra be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

10. Rejection/Removal of Content

You acknowledge that Shankara Yoga Kendra may or may not pre-screen Content posted on the Service, that Shankara Yoga Kendra is not responsible for behavior or comments of teachers and/or students and/or music on the Service, but that Shankara Yoga Kendra shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, Shankara Yoga Kendra shall have the right to remove from the Service any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Shankara Yoga Kendra.

If you become aware of misuse of the Service by any person, please [contact Shankara Yoga Kendra](#).

11. Community Guidelines

By joining and participating in the Shankara Yoga Kendra community you are agreeing to the following guidelines in addition to the [Terms of Service] and [Privacy Policy]. It's vital to the health of our community that you do review them. We've kept everything pretty straight forward and free of legalese so it will only take a moment and you'll know exactly what you're agreeing to. Thanks so much for joining us.

A. Privacy:

- Do not publish your personal information in a public community. Please use direct messaging when personal information must be shared.
- Do not take screenshots from the Shankara Yoga Kendra community and post them anywhere without explicit consent from the publisher of the original content.
- Do not share private conversations between users that were had with the expectation of remaining private.

B. Respect:

- Threatening language, harassment, violence, racism, bullying, attacks on or intimidation of any party, including our community members or staff; malicious

speech regarding topics of sexual orientation, gender identity, age, ethnic origin or race, religion, disability, size; sexist comments; or hate speech will not be tolerated.

- Discrimination against people based on race, ethnic origin, religion, disability, gender identity, age, veteran status, sexual orientation, or any other characteristics will not be tolerated.

In short, treat each other respectfully. Shankara Yoga Kendra is a welcoming community where diversity is encouraged and allowed to thrive.

C. Copyright infringement: Please be respectful of the intellectual property of others and always give credit to authors and creators when applicable. If you believe your own copyrighted material is being infringed upon, please contact us at support@say-yoga.com.

Additional inappropriate content includes but is not limited to the following:

- Obscene content, defined generally by being offensive and/or overtly sexual and lacking serious literary, artistic, political, or scientific value will be removed at our discretion.
- Illegal content. Shankara Yoga Kendra will remove the content and comply with the steps required by law enforcement if needed.
- Content that incites violence, or promotes harm to others including animals.
- Content that promotes self-harm, eating disorders, or contains false or misleading information.
- Spam- Spam is defined as repeated, unwanted and/or unsolicited actions, whether automated or manual, that negatively affect users, communities, or say-yoga.com.
- We may remove any content at our discretion if we deem it unsuitable for the Shankara Yoga Kendra community.

If you see something inappropriate, please use the report feature to bring the issue to our attention. Every report received by staff will be looked at by an actual human, read for context, and judged accordingly.

If you have any questions or concerns, please contact us at: support@say-yoga.com

12. Termination or Suspension of Account

If Shankara Yoga Kendra determines in its sole discretion that you are violating any of the terms of this Agreement, Shankara Yoga Kendra may: (1) notify you, and (2) use technical measures to block or restrict your access or use of the Service. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Service, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use. If Shankara Yoga Kendra terminates your account or suspends or discontinues your access to the Service due to your violations of this Agreement, then you will not be eligible for any credit, refund or discount or other consideration.

13. Preservation/Disclosure

You acknowledge, consent and agree that Shankara Yoga Kendra may access, preserve and disclose your account information or Content posted by you if required to do so by law or in

a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of Shankara Yoga Kendra, its Members and the public; or (f) pursuant to the terms of the [Privacy Policy](#).

14. Security Components

You understand that the Service and software embodied therein may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Shankara Yoga Kendra and/or content providers who provide content to Shankara Yoga Kendra. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Service.

15. Proprietary Rights

Materials on the Service, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Shankara Yoga Kendra or by third parties that have licensed or otherwise provided their material to Shankara Yoga Kendra. You acknowledge and agree that all Materials on the Service are made available to you for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Service, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Shankara Yoga Kendra prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize the Service or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

16. Non-commercial Use

The Service may not be used in connection with any commercial purposes, except as specifically approved by Shankara Yoga Kendra. Unauthorised framing of or linking to any of the Service is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

17. License to Your Content

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "Posting") any Content on or through the Service, you hereby grant to Shankara Yoga Kendra a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such

Content on and through the Service, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. If you wish to remove any Content from the Service, your ability to do so may depend on the type of Content, the location and manner of Posting, and other factors. You may [contact us](#) to request the removal of certain Content you have Posted, but Shankara Yoga Kendra has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Notwithstanding the foregoing, a back-up or residual copy of any Content Posted by you may remain on Shankara Yoga Kendra servers after the Content appears to have been removed from the Service, and Shankara Yoga Kendra retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title and interest in all Content posted by you on or through the Service, or otherwise have the right to grant the license set forth in this section, and (b) the Posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

18. Shankara Yoga Kendra and Third Parties

Our Service contains Shankara Yoga Kendra Content, and Content of third party licensors to Shankara Yoga Kendra (including Content provided by users of the Service, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Shankara Yoga Kendra owns and retains all rights, title and interest in the Shankara Yoga Kendra Content. Shankara Yoga Kendra hereby grants to you a limited, revocable, non-sub licensable license to Stream and/or view the Shankara Yoga Kendra Content and any third party Content located on or available through the Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Service. Any dealings with third parties included within or on the Service involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Shankara Yoga Kendra is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Service does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Shankara Yoga Kendra or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Service is provided to you for informational purposes only. Shankara Yoga Kendra encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Shankara Yoga Kendra works to ensure the information on the Service is current and accurate, Shankara Yoga Kendra does not warrant the accuracy of any information contained thereon (including information provided by instructors) or its fitness for any particular purpose.

DMCA Takedown Notice Requests

If you believe that your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, you may notify us by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512 (“DMCA”)):

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the DMCA communication to the following name and address: Customer Support at support@say-yoga.com

19. Other Sites

The Service may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. Shankara Yoga Kendra does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in or on the Service does not imply Shankara Yoga Kendra’s endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

20. International Use

Due to the global nature of the Internet, you agree to comply with all local rules regarding online classes and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the India or the country in which you reside.

21. Privacy Policy

Shankara Yoga Kendra respects your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in Shankara Yoga Kendra's [Privacy Policy](#). A complete statement of the current privacy policy can be found in Shankara Yoga Kendra's [Privacy Policy](#). The [Privacy Policy](#) is expressly incorporated into this Agreement by this reference.

22. Infringement Policy

Shankara Yoga Kendra reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service by any user who is alleged to have infringed on the intellectual property rights of Shankara Yoga Kendra or of a third party, or otherwise violated any intellectual property laws or regulations. Shankara Yoga Kendra's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Shankara Yoga Kendra to delete, edit, or disable the material in question, you must provide Shankara Yoga Kendra with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Shankara Yoga Kendra to locate the material; (d) information reasonably sufficient to permit Shankara Yoga Kendra to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Shankara Yoga Kendra by e-mail with a return receipt acknowledgement.

23. Member Disputes

You are solely responsible for your interactions with other Members. Shankara Yoga Kendra reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members.

24. Modification/Suspension/Discontinuation of Content

We regularly make changes to the Service. The availability of the Content, as well as platforms and compatible devices through which devices are available, will change from time to time. Shankara Yoga Kendra reserves the right to replace or remove any Content and the platforms available to you through the Service, including specific titles of Content, and to otherwise make changes in how we operate the Service. Additionally, you agree that for various reasons, certain Content may be available through one platform may not be available on another. We hope not to, but we may change, suspend or discontinue – temporarily or permanently – some or all of the Service (including the Content and compatible devices

through with the Service is accessed, with respect to any or all users, at any time without notice. In our continued assessment of the Service, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the Service, including promotional features, user interfaces, plans, pricing, and advertisements. You acknowledge that Shankara Yoga Kendra may do so in Shankara Yoga Kendra's sole discretion at any time without notice.

25. Membership Subscription Fees for Online and offline Classes

Shankara Yoga Kendra offers membership subscription-based access to its movement classes ("Classes"), as well as one-time purchases of courses intended to instruct a person related to a specific area of study or on a particular topic that can be viewed for a limited period of time ("Online Courses"). Shankara Yoga Kendra reserves the right to cancel, interrupt, or reschedule any Shankara Yoga Kendra Content, Class, or Online Course. Subject to your payment of any applicable fees (including applicable taxes) and your compliance with all of the other terms Shankara Yoga Kendra specifies for the Service, Shankara Yoga Kendra grants you a non-exclusive, non-transferable, limited right and license, so long as the Classes and/or Online Courses are available on the Service, to access, view, use, and display Classes and/or Online Courses for non-commercial, private use.

A. Online Courses.

- Online and offline Course Fees and Viewing. You will be able to attend the Online and offline Courses before expiry of fees. After this date, you will no longer have access to any Online and offline Classes. The fee of the Online and offline Course ("Online Course Fee") is billed prior to commencing the course. Members are not entitled to a partial refund in the event the Online and offline Courses are not completed. If a Member is terminated due to a violation of this Agreement, Shankara Yoga Kendra will not reimburse the Member for the remainder of any Online and offline Courses, nor will reimbursements be made for cancellations prior the completion of any Online and Offline Courses. As part of the Online and offline Courses.
- B. Membership Subscription to Classes
- Billing for Membership to Classes. Memberships, which provide you with access to Classes, are billed on a periodic basis as specified at the time of purchase (e.g., monthly, quarterly, Half yearly or yearly). Your Membership subscription will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or the Service is otherwise suspended or discontinued pursuant to this Agreement. If membership is cancelled or terminated before the end of the applicable billing cycle, Shankara Yoga Kendra will not reimburse the Member for the remainder of that paid month. Members may cancel their membership at any time.
- Pricing for Membership Subscriptions. When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Shankara Yoga Kendra later increases the price of the subscription, Shankara Yoga Kendra will notify you via email. The increase will apply to the next payment due from you after the notice, provided that you have been given at

least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

- Free Trial for Membership to Classes. Shankara Yoga Kendra will not bill your account until the Free Trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a Free Trial once. Shankara Yoga Kendra reserves the right to terminate any account that is using or trying to use more than one Free Trial. Because the Shankara Yoga Kendra service is offered in multiple time zones, for consistency, a "day" for purposes of this Agreement begins at 12:00 am Pacific Time and ends at 11:59 pm., Pacific Time of that same calendar day. It is very important to understand that you will not receive a notice from Shankara Yoga Kendra that your Free Trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Pacific Time on the last day of your Free Trial period.
- No Sharing of Membership Subscriptions. Members of Shankara Yoga Kendra may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Shankara Yoga Kendra as fraudulent use of the Service, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use. Shankara Yoga Kendra reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.

26. Term and Termination

This Agreement shall remain in full force and effect for so long as it is posted on the Website. You may terminate your membership at any time, for any reason, by contacting Customer Support at support@say-yoga.com. If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period.

Shankara Yoga Kendra reserves the right to terminate your account or your access to the Service immediately, with or without notice to you, and without liability to you, if Shankara Yoga Kendra believes that you have breached any of the terms of this Agreement, furnished Shankara Yoga Kendra with false or misleading information, or interfered with use of the Service by others.

When you close or de-activate your account or if your account is otherwise terminated, we have the right, but not the obligation, to store your personal information, settings, saved and completed classes, and teachers you have followed. Unless we have exercised our right to terminate your account, you can re-activate your account at any time by [contacting us](#).

27. Disclaimer of Warranties

You agree that your use of the Service shall be at your sole risk. The Service and the Material are provided "AS IS" and without warranties of any kind, either express or implied. To the fullest extent permitted by law, Shankara Yoga Kendra, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service, and your

use thereof. Shankara Yoga Kendra makes no warranties or representations about the accuracy or completeness of Shankara Yoga Kendra Content or the content of any sites linked to the Service and assumes no liability or responsibility or any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (III) any unauthorized access to or use of Shankara Yoga Kendra secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service.

Shankara Yoga Kendra does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or featured in any banner or other advertising, and Shankara Yoga Kendra will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

28. Limitation on Liability

In no event shall Shankara Yoga Kendra, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (III) any unauthorized access to or use of Shankara Yoga Kendra secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Shankara Yoga Kendra is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Shankara Yoga Kendra shall not be liable for Content posted by users or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Any reference to a person, entity, product, or service on the Service does not constitute an endorsement or recommendation by Shankara Yoga Kendra or any of its employees. Shankara Yoga Kendra is not responsible for any third party Content on the Service or third party web page accessed from the Service, nor does Shankara Yoga Kendra warrant the accuracy of any information contained in a third party website or its fitness for any particular purpose.

No communication of any kind between you and Shankara Yoga Kendra or a representative of Shankara Yoga Kendra shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Shankara Yoga Kendra reserves the right to remove any material posted on the Service that it determines in its sole discretion is violative of any law or right of any person, infringes the rights of any person, or is otherwise inappropriate for posting on the Service.

29. Exclusions and Limitations

Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

30. Indemnity

You agree to defend, indemnify and hold harmless Shankara Yoga Kendra, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

31. Additional Terms

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Service, to obtain certain premium Content through the Service, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

32. Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service.

33. Assignment

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Shankara Yoga Kendra without restriction.

34. Integration Clause

This Agreement together with the [Privacy Policy](#) and any other legal notices published by Shankara Yoga Kendra on the Service, shall constitute the entire agreement between you

and Shankara Yoga Kendra concerning the Service and governs your use of the Service, superseding any prior agreements between you and Shankara Yoga Kendra with respect to the Service.

35. Waiver and Severability of Terms

The failure of Shankara Yoga Kendra to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

36. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

37. Governing Law and Venue

This Agreement shall be governed by the laws of India, without respect to its conflict of laws principles. Any claim or dispute between you and Shankara Yoga Kendra that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Bangalore in India.

You agree that: (a) the Service shall be deemed solely based in Bangalore; and (b) the Service shall be deemed a passive website or service that does not give rise to personal jurisdiction over Shankara Yoga Kendra, either specific or general, in jurisdictions other than Bangalore.

38. Ability to Accept Terms of Service

You affirm that you are at least thirteen (13) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

39. General

Shankara Yoga Kendra reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Service following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

40. Questions

If you have any questions or comments regarding this Agreement or the Service, feel free to [contact us](#) by e-mail.