

Terms and Conditions

Updated on October 18, 2023

Welcome to the <https://fitness-meditation.com> website (hereinafter - the "Site", "Website", "Platform").

The Platform is an online subscription-based platform that provides, for a fee, access to content and media materials in the sphere of yoga nidra.

These Terms and Conditions (the "T&Cs" or the "Terms") govern your access and use of the Site, as well as the Platform and the services provided by Platform (the "Services") that are made available through or in connection with the Site.

The Site is operated by AI TECH CODES OÜ, reg. address: Vesivärava tn. 50-201, Harju maakond, Kesklinna linnaosa Tallinn E 10152, Estonia, registry code: 16647152 "Company," "We," "Us", "Our").

Please read these Terms carefully. If you do not agree to these Terms, you shall not access or use our Services.

By using the Site and/or the Services, you indicate your agreement to these Terms, and such action constitutes your legally binding acceptance of these Terms, including any modifications that may be made by us from time to time. It is important to review these Terms periodically to stay informed about any updates or changes that might have been implemented. We will inform you about such changes by publishing the amended version of the Terms on the Website with updated "Updated" date. Your continued use of the Site and/or the Services following any modifications signifies your acceptance of the revised Terms. If you do not agree with any part of these Terms, please refrain from using the Site and/or the Services.

By creating an account on the Platform, you, whether expressly or implied, agree to all the Terms as presented by us as well as our Privacy Policy, **Cookie Policy, Refund and Payment Policy.**

You understand that exercise may be a risk to my physical health and safety if not done properly. You further understand that it is Company's recommendation that you consult a physician prior to using any equipment, engaging in any exercise, yoga program or activity, or undertaking any food or diet program, whether or not such program is recommended by Company. You understand that neither Company nor the advice of any Company personnel is a substitute for medical advice.

Your Account

In order to use the Platform, you will need to create an account with an email or phone. It is your sole and exclusive responsibility to ensure that your login details are kept secure.

You are allowed to have only one account with the Platform. If you attempt to open more than one account, all accounts you try to open may be blocked or closed.

You agree to provide true, current and complete information about yourself. In case we have any reasonable doubt that any information provided by you is inaccurate, untruthful or outdated, we have a right to send you a notice to demand amendments, add relevant information directly and, as the case may be, suspend or terminate your account and refuse any and all current or future use of the Platform .

You also acknowledge and agree that you have the obligation to keep all information provided up to date and if there are any changes, you will immediately notify us support@fitness-meditation.com .

The Company reserves the right to refuse or close your account at its sole discretion and without prejudice at any time.

If you wish to close your account, you may do so at any time, in line with these Terms.

With registration of an account, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the Platform. We will collect, use and share this information in accordance with our Privacy Policy.

The information sited on the Platform is granted to the user by subscription in accordance with the available tariff plan selected.

Billing cycles are set based on the time intervals, depending on the type of subscription plan selected when purchasing a Subscription that are is available on the Website. At the end of each billing cycle subscription is automatically renewed under the exact same conditions unless canceled by the user at least 24-hours before the end of the current subscription plan. The User may cancel subscription renewal by contacting support team via support@fitness-meditation.com.

During the first 72 hours after registration, You are entitled to test Platform for an amount which is specified on the Website ("Trial Period"). At the end of these 72 hours, provided that there is no termination within this period, a subscription is automatically taken out on a periodical basis for a new period, which is specified on the Website. Provided that there is no termination, this subscription is automatically renewed from period to period and the card used is automatically debited. In case of insufficient funds on the card used, the amount for 1 day of using the Platform may be debited.

Your Obligations

You are 16 years of age or comply with a higher minimum legal age, stipulated in the jurisdiction of your residence under the laws applicable to you. In addition, you confirm the legal capacity and ability to enter into this Agreement.

If you have reason to believe that a person under the age of 18 years is accessing our services, please contact us immediately. Our customer support team can be contacted via support@fitness-meditation.com.

You are solely responsible for your account credentials including your username and password or any other linked email address used as a means to access your account. You are responsible for the security of any device on which you register your account and from which your account may be accessed. You shall immediately notify us if you suspect or become aware of unauthorised use of your account credentials. The Company shall not be responsible for any unauthorised use of your account.

You may only participate on the Website on your own behalf and not on the behalf of any other person or company.

You may not use funds that are tainted or associated with any illegality or use any funds which originate from illegal activity or source.

The user makes use of the information provided by the Service at one's own risk. The information given on the Service cannot be considered as an instruction or indication and is for informational purposes only. The Platform is not responsible for the consequences of using information provided by the Platform.

The user is obliged to carefully read these rules and other policies of the Platform. The user undertakes not to use the Platform in case it violates the laws of his country of residence. The user is solely responsible if the use of the Platform violates the law of the country of residence.

The user is obliged to personally check adequacy and compliance of the information provided by the Platform before any possible use of this information.

The user assumes all the risks, possible losses related to the use of the information provided by the Platform.

The user is obliged to keep his personal data (first and last name, country of residence) up-to-date.

If the terms of this Agreement are not fulfilled, the Platform has the right to suspend or terminate access to the Platform without any refund.

If it is determined that the user disseminates information obtained through the Platform or uses the various technical means for wide-scale readout of the Platform information, the user shall be obliged to compensate confirmed losses of the Platform.

Disclaimers

Consultation with Healthcare Provider:

Before engaging in any exercise program or utilizing fitness/yoga-related products or services mentioned or provided through our Website, it is strongly advised that you consult with a qualified physician or healthcare provider. Company, its staff, and content providers are not licensed medical practitioners, do not provide personal medical advice or treatment, and do not possess expertise in the diagnosis, examination, or treatment of medical conditions or the impact of specific exercises on such conditions.

Not a Substitute for Professional Medical Advice:

Our Website and services are not intended to replace professional medical advice, diagnosis, or treatment. You acknowledge and understand that when participating in exercise or yoga programs, there is a risk of physical injury and even death. You assume full responsibility for such risks.

Do Not Disregard Medical Advice:

Do not disregard medical advice or postpone seeking it due to information obtained from our Website or services. Our Website and services should complement advice given by qualified medical professionals, such as your physician or a registered dietitian. It is crucial to use our Website and services in conjunction with guidance from qualified medical professionals. It is imperative that you seek your doctor's advice before using our Website and services. Always consult your physician before embarking on an exercise or dietary program.

By using our Website and services, you acknowledge and accept the above-stated disclaimers and recommendations regarding health and medical concerns. Your well-being is of utmost importance, and we encourage you to prioritize your health and consult with healthcare professionals before using our Website.

Limitation of Liability

The user is responsible for ensuring compliance with all local laws, regulations, or directives applicable to their residence and citizenship. Any participation in the Platform is solely at the user's discretion and risk.

The Company grants the user a non-exclusive, non-transferable, and limited personal right to access the Website, subject to continued compliance with these T&Cs.

The services offered on the Platform are provided based on the current state of technology, and the Company makes no guarantees regarding uninterrupted availability or functionality of the services. The Company shall not be liable for any interruptions or service disruptions.

While the Company strives to maintain steady services on the Website, it assumes no responsibility for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication line failures, theft, destruction, or unauthorized access to, or alteration of, the Website or Services.

The Company is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, hardware, software, or Internet traffic congestion that may occur during Website use.

To the maximum extent permitted by applicable law, under no circumstances shall the Company be responsible for any loss or damage resulting from the use of the Website, content posted on or through the Website, or the conduct of any users of the Website.

Under no circumstance shall the Company, its directors, or employees be liable to the user for any damages, including but not limited to indirect, incidental, or consequential damages arising from the user's use of the Website, including the quality, accuracy, or utility of the provided information.

The Company is not liable for any damages caused by the misuse of the user's account by the user or third parties.

NO WARRANTY: COMPANY MAKES NO WARRANTIES, OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANT ABILITY OR FOR A PARTICULAR PURPOSE OR USE.

In the event of a user's breach of these T&Cs, the user shall indemnify and hold the Company harmless from any claims by third parties and bear any resulting losses, costs, or damages. The user must promptly inform the Company and provide all available information if they become aware of any legal action that may affect the Company.

The aforementioned limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction, and in no event shall the Company's cumulative liability to the user exceed the amount of money paid by the user to the Company in the two months preceding the date of the claim, if any.

The Company shall not be responsible for any liability arising from force majeure events, including acts of God, labor disputes, electrical, telecommunications, hardware, software, or other utility failures, earthquakes, storms, or other nature-related events, blockages, riots, acts of government, acts of terrorism, or war, or technological changes.

The information is provided by the Platform for private use only, regardless of the chosen tariff plan. The user is obliged not to spread any information received on the Platform without the consent of the Platform .

The user undertakes not to use any automatic means (software, robots, bots, etc.) for wide-scale readout of the information provided by the Platform .

The user agrees not to relay, submit or resell data obtained through Platform to third parties.

It is prohibited to use data obtained through Platform for commercial purposes. The user agrees not to launch services similar to Platform or any other projects to generate funds from third parties using data provided by Platform.

While the Platform may be accessible worldwide, Platform does not claim or guarantee that its use is appropriate or permissible outside of Estonia or in territories where its content may be considered illegal or prohibited. Users who access and use Platform from other locations

do so at their own discretion and initiative, and they are solely responsible for ensuring compliance with local laws and regulations.

While using the Service, you may come across content originating from various sources, and it's important to note that the Company cannot be held responsible for the accuracy, usefulness, safety, or intellectual property rights of such Content. It's crucial to understand that you might encounter Content that is inaccurate, offensive, indecent, or objectionable. By using the Service, you agree to waive any legal or equitable rights or remedies you may have or might have against the Company in connection with such Content. To the extent permitted by applicable law, you also commit to indemnify and hold harmless the Company, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law in relation to all matters concerning your use of the Platform.

Intellectual Property

All content, trademarks, services marks, trade names, logos and icons are the property of the Company or to be used with permission. You may not copy, imitate, or use any of this intellectual property without our prior written consent. Nothing in these Terms grants you any intellectual property rights in the Platform , other than the right to use the Platform , in accordance with these Terms.

Our Website include a combination of content that we create, that our partners create, and that our users create. All materials published on our sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by our copyrights or trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part.

Third-Party Websites

Platform may provide links or references to other websites on the Internet, as well as information, materials, and services offered by third parties. The user should be aware that these external sites are beyond the control of Platform, and as such, Platform is not responsible for the content's authenticity, third-party copyright, legitimacy, decency, or any other aspect presented on these sites.

Additionally, Platform is not liable for any errors or omissions in references to third-party resources, products, or services. The inclusion of such links or references is for convenience purposes only and should not be construed as an endorsement or association of Platform with the respective sites or organizations, nor does it imply any guarantees.

If the user chooses to utilize third-party services after being redirected, the user must comply with and abide by the rules, terms, and conditions established by those services, including their Privacy Policy. Platform assumes no responsibility for any actions taken by the user while using third-party services and visiting external websites, as these choices are made solely at the user's discretion.

Indemnification

The user agrees to fully indemnify the Company and its officers, directors, and employees, and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable lawyer's fees and costs, arising out of or in any way connected with:

User's access to or use of the Platform ;

User's violation of any of the terms of this Agreement; and/or

User's breach of any applicable laws or regulations.

Term and Termination

These Terms shall remain in effect indefinitely until the user chooses to terminate their relationship with us. If the users wish to terminate and close their account, they may do so by sending an email to Customer Support via support@fitness-meditation.com.

The Company reserves the right to terminate, modify, suspend, or discontinue your access to the Platform at any time. Such action will be taken by sending you a notice, which may take effect immediately or on a later date as specified in the notice.

Additionally, the Company may, at its sole discretion, restrict, suspend, or terminate your use of the Platform without prior notice if we have reason to believe that you are in violation of these Terms or any applicable law, or if there are suspicions of your involvement in fraudulent or illegal activities.

In the interest of security or if there is reasonable suspicion of unauthorized account usage or fraudulent activity, we may also suspend your use of the Platform . Whenever possible, we will provide advance notice of any such suspension. In cases where advance notice is not feasible, we will notify you as soon as reasonably practicable.

This Agreement may be terminated by us at any time and for any reason by providing you with not less than 5 days' written notice.

Refund

Please carefully read and understand the following before proceeding with your order, as it outlines your rights regarding purchases, including important restrictions and exclusions.

In general, the fees you have paid for subscription plans for Platform are non-refundable and non-exchangeable, unless otherwise stated explicitly in this Refund Section or as required by applicable law.

Important Note for EU/UK Residents: If you are a resident of the European Union (EU) or UK, you hold the right to withdraw from the service agreement without any charge and without providing any reason within fourteen (14) days from the date the agreement was concluded. **However, this right of withdrawal will not apply if you explicitly consented to the immediate performance of the agreement. By proceeding with your purchase, you expressly consent and acknowledge that the performance of the agreement begins immediately upon the validation of your purchase by our servers and successful delivery of the applicable purchase to you. As a result, you will lose your right of withdrawal from the agreement once these conditions are met. Therefore, you will not be eligible for a refund, unless the digital content is defective. If you do not agree to start your subscription immediately following your purchase, please contact us at support@fitness-meditation.com.**

Complaints and Customer Support

The Company is committed to providing quality support for its users. If you need any help or want to make a comment or complaint, please contact our customer support by email at support@fitness-meditation.com. The Customer Support manager assigned to the escalated case will commit to his or her best efforts to promptly resolve a reported matter internally. We aim to resolve all enquiries as soon as possible.

Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of Estonia. Any legal action or proceeding arising under this Agreement will be brought exclusively in courts located in Estonia.

The user understands and agrees that if there are restrictions or prohibitions in the jurisdiction of the his current location country, then all responsibility for any damage resulting from a violation of such prohibition or failure to comply with the relevant requirements solely lies with the user.

Miscellaneous

No third-party rights are created in these Terms. Only you, as the registered user of the Platform, will have any rights to enforce in these Terms. You cannot assign or transfer any of your rights to someone else under these Terms.

If any provision within these Terms is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.

You can contact us by writing to our customer service team at support@fitness-meditation.com.