

TERMS & CONDITIONS

These terms and conditions (**Terms**) form the contract between Yoga to Transform Limited and you (as a member of our membership platform and/or user of our services).

1. Terms & Conditions

- 1.1 These terms and conditions (**Terms**) govern use of the Yoga to Transform Limited (**us, our** or **we**) website yogatotransform.com and any other app or service designed for access by mobile phones or fixed devices and includes all web pages controlled by us (**Site**), and related services such as our online courses and membership services (**Services**).
- 1.2 We agree to provide you with access to our Site, including the written, video or sound content that is available for you on the Site, membership services, online courses and other digital products available from third party sites, and content posted by other members of the Site (**Content**) upon the following Terms.
- 1.3 By paying for any Content of Services, you agree to be bound by, and to abide by these Terms with effect from the date of payment being received from you by us.
- 1.4 If you breach these Terms we reserve the right to terminate your membership and/or license to use any Content. Only those products or services listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. Any additional order for one-on-one services or other Content we offer will be subject to another contract.

2. Your rights and obligations

- 2.1 Subject to these Terms, we agree to provide to you some or all of the Content and/or Services described on our Site at the prices we charge from time to time.
- 2.2 In the case of audio, video or online course content hosted on our Site, we grant you a licence (which is limited, revocable, non-exclusive and non-transferable) to listen to, download, watch or stream such content for your personal, non-commercial use, subject to the terms and conditions of any applicable third party platform used to host our Site.

- 2.3 You agree that you will not copy, reproduce, distribute, amend in any way or use the Content other than as set out in these Terms and that you must not sell, transfer, lease, modify, distribute or publicly perform the Content provided to you by us.
- 2.4 If we give you free access to a Service or feature on our Site which is normally a paid membership only feature, and that Service or feature is usually subject to additional contractual terms, you agree that you will abide by those additional terms in order to gain access to that feature.
- 2.5 Any passwords or user IDs used for access to our Site are for your personal use only and must not be shared with anyone else. You will be responsible for the security of your password and user ID and will notify us immediately if you become aware of any unauthorised use or other breach of security.
- 2.6 You are prohibited from using our Site, including the Content, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/ or whether present, unascertained, future or contingent (**Liability**) we suffer, and hold you accountable for any profits that you may make from non-permitted use.
- 2.7 You will only use our Services and Content in accordance with our instructions.
- 2.8 The Services may involve activities that are physically demanding. We are not able to provide medical advice regarding your ability to engage in any physical activities required. You therefore agree that you will get medical advice before engaging in any physical activities and will be sufficiently self-aware to stop completing activities that are causing you discomfort or pain.

3. Our rights and obligations

- 3.1 Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and the Content. Your use of our Site to participate in our online course and/or digital products and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content.

3.2 We may, at any time and without notice to you, discontinue our Site in whole or in part. We may also exclude any person from using our Site and our Content, at any time at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

3.3 If you are in breach of any term of this agreement, we may:

- (a) publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication;
- (b) terminate your account and refuse access to our Site;
- (c) remove or edit Content, or cancel any order at our discretion;
- (d) issue a claim in any court.

4. Pricing and Payment

4.1 The Price of our Content and Services is listed on our Site at the time of purchase. We try and ensure that all details, descriptions and prices that appear on our Site are accurate, note that errors may occur. Where we become aware of any such error we will endeavour to correct it as soon as we are reasonably able.

4.2 Payment must be made by the method you choose from our Site (**Payment**). Payment may be subject to additional fees, terms and conditions imposed by the third party payment processor we use (if applicable). Where a third party payment processor is used for Payment, please review the relevant fees and terms of that processor before choosing your payment method. You will be charged in New Zealand dollars unless advised otherwise and where applicable, Goods and Services Tax (GST) will be added to the price.

4.3 Refunds are not available for courses that are accessed or downloaded from us.

4.4 If you have subscribed to our membership site all subscription plans will automatically renew each month unless cancelled by email to care@yogatotransform.com with one month's notice in advance.

5. Delivery of Content to you

5.1 All electronic Content will be provided to you by email or other form of digital download, including but not limited to streaming them from a third party platform. You acknowledge and agree that any use of a third party platform means you will be subject to the terms and conditions of that platform as well as these online purchase terms and conditions.

5.2 Online Content will only be available to you for the purchased access period. Please ensure that you access the Online Content before access expires.

5.3 We will ship any physical products purchased from us via a third party carrier to the address you nominate at checkout using a third-party courier. If you provide an incorrect delivery address or you are not present to accept delivery of your Order after a number of attempts have been made to deliver your Order, we may cancel your Order and provide you with a refund.

5.4 While we do everything we can to ensure any physical products are delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us. For non-delivery of physical products, please notify us by email as soon as possible.

6. Limitation on claims

6.1 We have no liability to the extent that a failure of the Content or other product or Services you purchase from us caused by any act or omission on your part.

6.2 Our liability for failure to comply with a consumer guarantee under the New Zealand Consumer Guarantees Act is limited to:

- (a) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and
- (b) in the case of services supplied by us, the supply of the services again or the

payment of the cost to the Customer of having the services supplied again.

- 6.3 Subject to the preceding paragraphs, no attempt is made to exclude or limit liability arising under the New Zealand Consumer Guarantees Act to the extent that there is a statutory restriction on such exclusion or limitation. In all other respects, our total liability for loss or damage of every kind, whether arising pursuant to the Contract or these terms of service or arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action, is limited to an amount equivalent to the sum paid by you to us for the goods.
- 6.4 Our total liability to you, for any one event or series of related events, and whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to the amount of your monthly membership fee.
- 6.5 Neither party shall be liable to the other in any possible way, for any loss or expense which is:
- (a) indirect or consequential loss; or
 - (b) economic loss or other loss of turnover, profits, business or goodwill.
- 6.6 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
- 6.7 You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:
- (a) any act, neglect or default of yours in connection with this agreement or your use of the Services;
 - (b) your breach of this agreement;
 - (c) your failure to comply with any law;
 - (d) a contractual claim arising from your use of the Services.

7. No guarantee

- 7.1 While every effort has been made to accurately represent the courses we offer and the likely outcome, there is no guarantee that you will achieve the results that you may have expectations of. In this regard, your level of success in completing any digital online course

offered by us depending on the time you devote to the program and other external factors.

- 7.2 Since these factors differ according to different individuals we cannot guarantee your success or any particular outcome or other external outcomes.

- 7.3 You enter into any online course or program of study we offer on this basis.

8. Disclaimer

- 8.1 You acknowledge and agree to proceed on the basis that:

- (a) the information provided in our digital products (including Online Courses) is compiled from our experience;
- (b) the information does not constitute medical or professional advice, nor is it a substituted for advice from an approved health care professional; and
- (c) we make no guarantees as to the likely outcomes or otherwise of participating in the Online Courses or any other Services offered by us.

- 8.2 You warrant that you have not relied on any testimonials published by us as a reliance to purchase the online course or otherwise purchase the digital products we offer and undertake that you will participate in this course on that basis and hold us harmless if you do not achieve the results you desire.

- 8.3 The law differs from one country to another. This paragraph applies so far as the applicable law allows.

- 8.4 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

- 8.5 The Site and our Services are provided "as is". We make no representation or warranty that the Site or Services will be:

- (a) useful to you;
- (b) of satisfactory quality;
- (c) fit for a particular purpose;
- (d) available or accessible, without interruption, or without error;

(e) your use of the Services or the Site, or the exercise of any right granted under this agreement will infringe any other intellectual property or other rights of any other person.

8.6 Our Site may contain links to other third party Internet websites (**Third Party Sites**). We do not have power or control over any Third Party Sites and you acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

8.7 From time to time we may arrange membership events and group forums on third party platforms like Facebook, Zoom or other platforms. In attending these events you will be responsible for your internet security and passwords and we shall not be liable for any loss or damage arising from use of such platforms to attend membership Events.

9. Miscellaneous Matters

9.1 The above terms set out these Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

9.2 We may modify these Terms from time to time by posting the amended Terms on our Site. By continuing to use the Site and any associated third-party platform hosting our Content after such modification, you agree to the amended terms. If you do not agree to the modifications, you must terminate your account with our Site and any other associated third-party platform hosting our Content.

9.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

9.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

9.5 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

9.6 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

9.7 Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail. It shall be deemed to have been delivered:

- (a) if delivered by hand: on the day of delivery;
- (b) if sent by post to the correct address: within 24 hours of recorded delivery;
- (c) if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if the sender has received no notice of non-receipt.

9.8 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

9.9 So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

9.10 Neither party shall be liable for any failure or delay in performance of this agreement that is caused by circumstances beyond its reasonable control.

9.11 The laws in force in New Zealand govern these Terms. You agree to submit to and be bound by the exclusive jurisdiction of the New Zealand courts.

"I ACCEPT" [[acceptance via checking the relevant box at checkout, "I have read and agree to these terms of purchase"](#)]

Yoga to Transform Limited

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