

ABBYSAN YOGA & WELLNESS TERMS OF SERVICE

(Last Updated June 1st, 2019)

Introduction

To comply with the European Union General Data Protection Regulation (GDPR) that was enforced on May 25, 2018, and the new law on data protection that will be enforced henceforth, the Abbysan Yoga & Wellness. Privacy policy, Cookies policy and the Abbysan Yoga & Wellness Terms of Service of the said services will be revised.

Welcome to the Abbysan Yoga & Wellness website, www.abbysan.com which are owned and operated by Abbysan Yoga & Wellness, a Thailand corporation, and its affiliates (collectively, the “Websites”).

Practice Yoga safely and Disclaimer

One of the most important skills yoga can teach us is greater body awareness. No yoga teacher knows your body as well as you do, so if anything doesn't feel right, you are free to take breaks and/or skip poses or sequences that are not suitable for you. We recommend that you use these Yoga classes in addition to attending classes or workshops with an experienced yoga teacher who can observe you and give you personal guidance where required.

- We do not offer medical advice. If you have any doubts please consult your medical practitioner before starting yoga or if you are coming back to it after illness or injury. This is particularly important for, but not limited to, the following conditions: if you are pregnant, nursing, taking medication, have low or high blood pressure, or have any existing medical condition or injuries. If you feel dizzy, light-headed, faint, or if you experience any other discomfort, stop immediately and take a resting pose. Consult a medical professional if your symptoms do not pass.
- Most of our Yoga classes will include warming up and cooling down sections, however, shorter classes such as pose tutorials may not. Please take responsibility for your own body and include extra warm up and cool down stretches where appropriate to avoid injuries.

- It's best to practice on an empty stomach so leave around two hours after a heavy meal before practice. Keep yourself hydrated before and after your yoga practice. Don't use alcohol or drugs before yoga or meditation.

The information provided on our website is provided for educational and background purposes only. Using the website and the information provided is at your own risk.

Comments On Classes, Programs And Playlists

- We welcome and encourage your comments and questions under classes, programs and playlists.
- We monitor comments to ensure that any questions do not go unanswered and to gather feedback to help us improve the website. We try to answer your comments and questions as quickly as possible.
- We reserve the right to remove any comments deemed to be offensive, commercial or those which include external links. All of the foregoing are collectively referred to as the “Services.”

PLEASE READ VERY CAREFULLY ALL OF THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THE WEBSITES. BY ACCESSING AND/OR USING THE WEBSITES, YOU ARE AGREEING TO BE BOUND BY ALL OF THE FOLLOWING TERMS OF USE AND PRIVACY POLICY.

Parties. The following Terms of Use and Privacy Policy, as well as any other guidelines, rules or operating policies that Abbyssan Yoga & Wellness may establish and post at the Websites from time to time, all of which are hereby incorporated by reference. All of the foregoing, which are collectively referred to as the "**Agreement,**" set forth the terms and conditions of a legally binding contract between each visitor to and/or user of the Websites (together with any business, entity or organization each such visitor and/or user may be representing) (referred to as “you” or “your”) and Abbyssan Yoga & Wellness, Inc. (“Abbyssan Yoga & Wellness,” “we,” “our” and “us”).

Acceptance of Terms and Agreement to Be Bound

The Services are offered to you on the condition that you accept and agree to be bound by this Agreement in its entirety without modification of any kind. By accessing and/or using any of our Websites, you agree to be bound by this Agreement, whether you are a "**Visitor**" (which means that you simply browse one or more of our Websites) or you are a

"Registered User" (which means that you have registered to use the Websites and have subscribed to use one or more of or Yoga Services). If you do not accept the terms of this Agreement, you are not permitted to use the Websites and/or subscribe to the Services, and you are obliged to exit all of the Websites and discontinue any and all use of the Websites and the Services immediately.

Playlists - Images And Sharing

- Images used for your Playlists must be free from copyright.
- If you set your Playlists to public we may share them, with the image, on social media channels for promotional purposes.
- Images should not be offensive or explicit in any way. If you see explicit or offensive imagery used, please contact us by email.

In this email, please state the name of the Playlist and include a link to the Playlist. We will then investigate within 5 working days, and remove said Playlist and image if the complaints are correct.

Legal Information

This ABBYSAN YOGA & WELLNESS Agreement - T&C's is a contract between you and ABBYSAN YOGA & WELLNESS, ABBYSAN YOGA & WELLNESS Ltd is a company registered in Thailand. With Company registration no. *****, having its registered office at *****, branded as ABBYSAN YOGA & WELLNESS ("WE"), and covers all ABBYSAN YOGA & WELLNESS made pursuant to this Website.

Our website is hosted in Thailand. They provide us with the online website that allows us to provide our services to you.

Privacy Data

We may collect and store personal identifiable information about you when you visit the Site ("Personal Data"). This information may include, but is not limited to, details such as your name, address, telephone number (when you contact us for Copyright infringements), URL, domain name, I.P. address, company name, job title or email address. We may use this information to contact you or your company about various products and information's from time to time. We may also collect and store information about you to improve the Site and improve user interaction based on the information collected.

Any Personal Data that we collect will be processed in accordance with the principles of the EU Data Protection Act May 25th 2018 and our Privacy Policy. In the event of any conflict between these Terms and our Privacy Policy, the Privacy Policy will apply.

Modifications

We may modify this Agreement from time to time, and, to the greatest extent permitted by law, such modifications shall be effective upon posting at any of our Websites. By accessing and/or using any of our Websites after any such modification is posted, you are agreeing to be bound by such modifications. You also acknowledge and agree that it is your responsibility to monitor the Websites for the posting of modifications and to review such modifications on a regular basis. If you do not agree to be bound by any future modifications of this Agreement, your exclusive remedy is to cancel your account and discontinue your use of the Websites and the Services. Except as otherwise expressly provided herein, any new features, tools, products and/or services that change, augment, enhance or upgrade the current Websites and/or the Services will be subject to this Agreement.

General Registration Requirements

Visitors are currently permitted to view only limited portions of the Websites prior to deciding whether to become a Registered User . Full access to the Websites and the Services is available only to Registered Users and, if a subscription is required, then only to Registered Users who are also paid subscribers. If you wish to become a Registered User, you must register on our Websites, you must complete the registration procedures displayed on the registration page(s) of the Websites and, where applicable, pay the required subscription fee. Some aspects of the Websites and the Services are available to all Registered Users, and some are available only to Registered Users who have paid the required subscription fee and/or other charges, all of which are posted at the Websites.

Age Requirements for Access and Use of the Websites

By accessing and using the Websites, you acknowledge and agree that you are representing to us that you are over the age of 18 and you are of legal age to form a legally binding contract, and you are not a person barred from purchasing or receiving products and services, under the Thailand laws or other applicable jurisdiction. Registration, subscription, access to and use of the Websites and the Services are not available to users under the age of 18 and are void where prohibited by applicable law.

Requirements for Becoming a Registered User

By completing the registration procedures displayed on the registration page(s) of the Websites, you acknowledge and agree that (a) you are representing to us that you are providing true, accurate, current and complete information about yourself as prompted by the registration form available on our Websites (the "**Registration Data**"), and (b) you are obliged to 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, we reserve the right to suspend or terminate your account and refuse any and all current or future access to and/or use of the Websites and the Services (or any portion thereof).

Children Online Privacy Protection Policy

Due to the nature of the Internet, we cannot prohibit minors from visiting our Websites. However, our Websites are not directed toward children under the age of 13 and we do not knowingly collect information from children under the age of 13 through the Websites. If you believe that a child has provided information to us through the Websites, please contact us by email at info@abbysan.com. We will use our best efforts to remove all of the information provided by the child from our system. (See our Privacy Policy set forth below for additional information about Children's Online Privacy Protection Policy.

Member Account, Password and Security

As a Registered User, you are required to choose a password, and provide your email address, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality and security of the password and all other account information, and you are fully responsible and liable for all access to and use of the Websites and the Services that occur under your password or account. You agree to (a) immediately notify us by e-mail to info@abbysan.com 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. Abbysan Yoga & Wellness will not be liable for any loss or damage arising from your failure to comply with this section.

Preservation and Disclosure of Account Information and User Content

You acknowledge and agree that Abbysan Yoga & Wellness may access, preserve and disclose your account information and User Content 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; (b) enforce this Agreement; (c) respond to claims that any Site Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Abbysan Yoga & Wellness, the other users of the Websites and Services, and the public. However, under no other circumstances will Abbysan Yoga & Wellness intentionally disclose your account information to any third party except as otherwise provided in our Privacy Policy, which is set forth below.

Security Components

You acknowledge and agree that the Websites and the Services, and the software embodied within the Websites and the Services, may include security components that permit digital materials to be accessed, used, and protected, and that use of these security components is subject to usage rules set by Abbysan Yoga & Wellness and/or content providers who provide content to Abbysan Yoga & Wellness. You may not attempt to override or circumvent any such security components and usage rules embedded in the Websites and the Services.

Subscription Fees and Payment

Access to and use of the Services is subject to a membership and subscription fee ("**Fee**"). The Fee is payable in U.S. dollars or other currency as applicable. You will be required to provide your credit card number and other information at the time of your initial registration. Your credit card will automatically be charged at the time of your subscription or the end of your free trial, and regularly thereafter based on the terms of your subscription, and you hereby authorize Abbysan Yoga & Wellness to charge your credit card for the then-applicable subscription fee. The Fee is non-refundable except as provided in this terms below ("Term and Termination"). Abbysan Yoga & Wellness reserves the right to change or modify the Fee or payment schedule (including, without limitation, increasing prices and charging a fee for upgrades) at any time. Plans priced in currencies other than U.S. dollars are subject to adjustment due to fluctuations in exchange rates. Abbysan Yoga & Wellness will use its reasonable best efforts to provide you with reasonable notice prior to making any fee changes or modifications, with the exception of exchange rate changes.

If Abbysan Yoga & Wellness is for any reason unable to effect automatic payment via your credit card, Abbysan Yoga & Wellness will attempt to notify you via email and your

account will be disabled until payment is received. You are responsible for notifying Abbysan Yoga & Wellness of any changes to your credit card information and to update your information if your credit card has expired. Abbysan Yoga & Wellness may suspend, terminate and/or otherwise interrupt your access to the Services if you fail to so notify Abbysan Yoga & Wellness.

All Fees are exclusive of all excise, sales, use, transfer and other taxes and duties imposed with respect to the Services by any federal, state, municipal or other governmental authority, all of which taxes you are required to pay except for taxes based on Abbysan Yoga & Wellness's net income. You are responsible for obtaining and providing to Abbysan Yoga & Wellness any certificate of exemption or similar document required to exempt any transaction from sales, use or similar tax liability.

You agree to pay your account balance on time. You are responsible and liable for any costs and expenses, including attorney, Taxes and collection fees, that Abbysan Yoga & Wellness may incur in its efforts to collect any remaining balances due from you. This paragraph will in no way limit any other remedies available to Abbysan Yoga & Wellness. You are required to notify us of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement by sending a written notice to info@abbysan.com . If you do not so notify us within the time allowed, you waive any right to dispute such problems or discrepancies.

Content

The content available at the Websites and the Services generally consists of (a) content owned by Abbysan Yoga & Wellness, including but not limited to the trademarks, trade dress and "look and feel" of the Websites and content created and/or acquired and owned by Abbysan Yoga & Wellness ("**Abbysan Yoga & Wellness Content**"), (b) content owned by third parties and licensed to Abbysan Yoga & Wellness for specified uses on the Websites and the Services ("**Third-Party Content**"), and (c) content that may be posted and/or otherwise uploaded to the Websites and/or the Services by you ("**User Content**"). As between you and other Registered Users, however, the content posted by other Registered Users is considered to be "Third-Party Content." All of the foregoing are collectively referred to as "**Site Content.**"

Geographic Limitations

Due to certain licensing restrictions placed on our titles, some content may not be available in your geographic location, and therefore, cannot be viewed. If at any time you feel this

inhibits your experience upon purchasing an Abbysan Yoga & Wellness subscription, please contact our customer service department and we will work with you in order to remedy the situation. You can reach customer service by email at info@abbysan.com

Intellectual Property Rights

By using this website you agree that all the information, communications, photography, text, images, graphics, software, trademarks, trade names, logos and other materials and services on this website (the “Content”) are protected by copyright, trademark, database rights and other intellectual property laws under the national laws of the Netherlands and international treaties.

You agree not to copy, modify, download, transmit, display, distribute, perform, reproduce, license, publish, create derivative works from, transfer or sell any information contained on or forming part of this website, or otherwise use such Content of this website for re-sale, re-distribution or for any other commercial use, without the consent of Abbysan Yoga & Wellness BV and/or its licensors as the case may be.

All property rights, title and interest in and to the Content shall be at all times and for all purposes remain vested in Abbysan Yoga & Wellness BV and/or its licensors, as the case may be.

You may access website and content as available: for your information and personal use, as intended through the normal functionality of the Abbysan Yoga & Wellness service. For streaming, 'Streaming' or 'Stream' means a contemporaneous digital transmission of an audiovisual work via the internet from the Abbysan Yoga & Wellness service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing website videos for any purpose or in any manner other than Streaming is expressly prohibited

Prohibited Conduct

The Websites and the Services may include features that permit you to post User Content, which includes and applies to (but is not limited to) content of your own, comments on the User Content posted by other Registered Users, and communications with other Registered Users. Such User Content includes but is not limited to information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials. You acknowledge and agree that you shall not use the Websites and/or the Service to post or other transmit User Content that:

- 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, or offensive subject matter;
- solicits personal information from anyone under the age of eighteen (18);
- 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 User 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 for commercial or unlawful purposes from other Members;
- involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or
- contains a virus or other harmful component.

Responsibility for User Content

You, and not Abbyssan Yoga & Wellness, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Websites and/or the Services. Abbyssan Yoga & Wellness does not control the User Content posted via the Websites and/or the Services and, as such, we cannot and do not guarantee the accuracy, integrity or quality of such User Content. You acknowledge and agree that, by using the Websites and the Services, you may be exposed to User Content that you deem offensive,

indecent or objectionable. Under no circumstances will Abbysan Yoga & Wellness be liable in any way for any User Content, including, but not limited to, any errors or omissions in any user Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Websites and/or the Services.

Cookies Policy

Our Sites use cookies. Our cookies do not contain any personally identifiable information, but without them some elements of our Sites may not function correctly. Cookies are a standard feature of modern web browsers. They are small files that are stored in your web browser and used to make websites work efficiently.

Some of the cookies we use are essential for our Sites to function correctly - for example keeping track of items that have been added to your shopping basket or remembering you have logged in. Other cookies may be used to personalize your online experience, track your journey through our Site (so that we can maximize your experience and help us understand how we can improve it) or analyses the success of promotions. Other cookies may be from third parties such as social networking sites, affiliates or partners. For more information about our cookies policy please visit our cookies policy page.

Rejection and/or Removal of User Content

You acknowledge and agree that Abbysan Yoga & Wellness may or may not pre-screen User Content posted on our Websites, but that Abbysan Yoga & Wellness shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, and/or remove any User Content or portion thereof that is available via the Websites and/or the Services, in its sole and absolute discretion, for any reason, including but not limited to its determination that any such User Content is not appropriate for the Websites and/or the Services, or for no reason.

Without limiting the foregoing, and by way of example only, Abbysan Yoga & Wellness shall have the absolute right to remove from the Websites and/or the Services any User Content that violates this Agreement or is otherwise objectionable in the sole discretion of Abbysan Yoga & Wellness, or to restrict, suspend, or terminate your access to all or any part of the Websites and/or the Services at any time, for any or no reason, with or without prior notice, and without liability. If you become aware of misuse of the Websites and/or the Services by any person, please contact Abbysan Yoga & Wellness by email at info@abbysan.com

Limited License

Abbyssan Yoga & Wellness hereby grants to Registered Users a limited, personal, revocable, non-sublicensable license to display a single copy of the Abbysan Yoga & Wellness Content and the Third-Party Content located on or available through our Websites or Service (excluding any software code therein) solely for your single, personal, non-transferable and non-commercial use in connection with viewing our Websites and using the Services during the term of your registration. All such use is subject to the terms and conditions set forth in this Agreement and may be terminated by Abbysan Yoga & Wellness as set forth in this Agreement. Except for User Content posted by you, you may not copy, store, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Site Content for any purpose whatsoever.

Examples of Limitations on Use

Any non-commercial reuse of any portion of the Site Content by a Registered User that falls within what is allowed as “Fair Use” under the Thailand copyright and trademark law is permitted. In addition to the limitations set forth in this terms above (“Limited License”), and by way of example only, no commercial storage, use, reproduction or transmission of any Site Content is permitted under any circumstances. The Websites and the Services may not be used in connection for any commercial purposes except as specifically approved in writing and in advance by an authorized representative of Abbysan Yoga & Wellness. Unauthorized framing of or linking to any of our Websites is prohibited. Commercial advertisements and other commercial content, affiliate links, and other forms of solicitation may be removed by Abbysan Yoga & Wellness from the Websites and the Services without notice and may result in termination of registration and subscription and denial of access to and use of the Websites and the Services.

Health and Medical Concerns

Some of the Site Content includes information and instruction relating to exercise and fitness, and some of the products and services available through the Websites and the Services relate to exercise and fitness. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction, products and services.

Before participating in any exercise program or using any fitness products or services that may be described and/or made accessible in or through the Website and/or the Services,

we strongly recommend that you consult with a physician or other healthcare provider. Abbyssan Yoga & Wellness, its staff and the content-providers are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

The Websites and the Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that when participating in any exercise or exercise program, and/or when using any fitness products or services, there is the possibility of physical injury and/or death, and you assume the risk and responsibility for any such results.

You should never disregard medical advice or delay seeking it because of a statement you have read on the Websites and/or the Services. The Websites and the Services should not be used in lieu of advice given by qualified medical professionals such as your doctor or registered dietitian. It is important that the Websites and the Services are used only in conjunction with qualified medical guidance. If you know or suspect that you may be pregnant, have an eating disorder, have diabetes, or have any other physical or medical condition, it is imperative that you seek the advice of your doctor prior to using the Websites and/or the Services.

You must always consult your doctor before beginning an exercise or dietary program. Keep the following checklist in mind when developing your program in conjunction with your health care provider, but also bear in mind that the checklist is not exhaustive and does not take the place of a consultation with your healthcare provider.

- After exercise do you frequently experience chest pains?
- Do you get dizzy when you exercise?
- Are you breathless after exercising?
- Do you take medication for high blood pressure?
- Do you have joint problems?
- Do you have a medical condition, which might need special attention when exercising, for example diabetes?
- Have you been physically active in the past?
- Do you have a heart condition that requires supervised physical activity?

If you experience any discomfort or pain during an exercise routine you must immediately cease the activity and seek the assistance of a physician.

Reservation of Rights

Abbysan Yoga & Wellness Content and Third-Party Content are protected by copyright, trademark, patent, trade secret and other laws. Abbysan Yoga & Wellness and its third-party licensors owns and retains their respective rights, title and interest in and to their respective content subject only to the limited licensed granted to Registered Users as set forth above.

Link to Third party and Other Sites

The Websites may contain third-party advertising and/or links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). However, the inclusion of a link in any of our Websites does not imply Abbysan Yoga & Wellness's investigation, evaluation and/or endorsement of such third party website. We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses, entities or individuals, or the accuracy of the content of their advertising or websites. Abbysan Yoga & Wellness does not assume any responsibility or liability for the actions, products, services, and/or content of any such websites. Before you purchase goods or services from a third party and/or use any third-party website, you should review the applicable terms of use and privacy policies for such websites. If you decide to access any such linked websites, you do so at your own risk.

Cancellations

You may cancel your Membership or registered account at any time for any reason. To cancel your recurring subscription, please visit "Your Account" at www.abbysan.com Following a cancellation, you will lose access to all Training Plans you enrolled in during your membership at the end of your billing period. If you choose to sign back up as a member, your billing date will update to the day you paid.

International Use

Due to the global nature of the Internet, you acknowledge and agree that you are obliged to comply with all applicable laws, rules and regulations regarding the access to and use of the Websites and the Services. By way of example only, you acknowledge and agree that you are obliged to comply with all applicable laws regarding the transmission of technical data exported from the Thailand or the country in which you reside, and that restrictions on access to and/or use of some Site Content may apply to users based on their place of domicile, residence and/or use.

DMCA Copyright Policy

Here's what happens if somebody thinks something infringing is posted to the Site or Services.

In accordance with the Digital Millennium Copyright Act (the "DMCA"), Abbysan Yoga & Wellness has adopted the following policy toward copyright infringement on the Services. If we believe a user may be infringing upon someone's intellectual property rights, we may remove the material. If we believe someone is repeatedly infringing, we will terminate that person's access rights. If you believe someone has posted on the Services a work that you own without your authorization, please send a notice of copyright infringement containing the following to our Designated Agent (whose contact information is below):

- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
- Your contact information, including address, telephone number and, if available, e-mail address;
- A statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law;
- A statement made under penalty of perjury that the information provided is accurate and you are authorized to make the complaint on behalf of the copyright owner; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringe.

Please contact the Designated Agent to Receive Notification of Claimed Infringement

Take-Down Notices Under the DMCA Copyright Infringement

Abbysan Yoga & Wellness will receive and evaluate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, US Code, Section 512(c)(2) ("DMCA"). Written notices of claimed copyright infringement must be in strict compliance with all terms and conditions of the DMCA and must be submitted according to the procedures set forth in the DMCA to the following Designated Agent for Abbysan Yoga & Wellness:

Name of Agent Designated to Receive Notification of Claimed Infringement on Behalf of Abbysan Yoga & Wellness, Inc: Director of Content Acquisition and Content

Full Address of Designated Agent to Which Notification to Abbysan Yoga & Wellness Should Be Sent:

Email of Designated Agent: info@abbysan.com

Registered User or Membership Disputes

You are solely responsible for your interactions with other Registered Users. Abbysan Yoga & Wellness reserves the right, but has no obligation, to monitor disputes between you and other Registered Users.

Term and Termination

This Agreement, as it may be modified from time to time, shall remain in full force and effect for so long as it is posted on any of the Websites or until terminated by Abbysan Yoga & Wellness or by you.

You may terminate your status as a Registered User and cancel your account at any time and for any reason, by notifying us by email at info@abbysan.com but any such termination and cancellation will be effective only after Abbysan Yoga & Wellness has processed the request. If you cancel your account prior to the expiration of your pre-paid subscription period, you will forfeit the Fees paid for any unused portion of your subscription, which are non-refundable. However, you will be able to continue viewing premium content until the expiration of your current pre-paid subscription period. You also acknowledge and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with Abbysan Yoga & Wellness.

Abbysan Yoga & Wellness reserves the right to suspend or terminate your status as a Registered User, cancel your account, and disable your access to the Websites and Services at any time, with or without notice to you, with or without cause, and without liability to you. Abbysan Yoga & Wellness shall have no liability to you or any third party because of such suspension or termination or related action for any reason except as follows: (a) If Abbysan Yoga & Wellness elects to do so with cause, then no refund of any unused portion of a pre-paid subscription is owing, and (b) if Abbysan Yoga & Wellness elects to do so without cause, then Abbysan Yoga & Wellness will refund any unused portion of a pre-paid subscription.

The following sections shall survive any termination of this Agreement, your account, and/or your use of the Service: (“Preservation and Disclosure of Account Information and User Content”), (“Content”), (“Ownership of Content”), (“License to Your Content”),

(“Responsibility for Your User Content”), (“Rejection and/or Removal of User Content”), (“Health and Medical Concerns”), (“Reservation of Rights”), (“Other Sites”), (“International Use”), (“Registered User Disputes”), (“Disclaimer of Warranties”), (“Waiver of Claims”), (“Limitation of Liability”), (“Severability”), (“Indemnity”).

Upon suspension or termination, Abbysan Yoga & Wellness shall have no obligation to save any User Content that you may have posted or otherwise provided, and we reserve the right to permanently delete and destroy any of your personal information and/or User Content.

Disclaimer of Warranties

You acknowledge and agree that the Websites and the Services are offered without warranties of any kind whatsoever by Abbysan Yoga & Wellness and/or the providers of Site Content. The disclaimer of warranties includes, but is not limited to, the following.

- a) Your use of the Websites and the Services is at your sole risk. The Websites and the Services are provided on an “as is” and “as available” basis. Abbysan Yoga & Wellness and its parent, subsidiaries, affiliates, successors and assigns, and their respective shareholders, officers, directors, employees, agents, partners, licensors, vendors and contractors (collectively, the **“Abbysan Yoga & Wellness-Related Parties”**) expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with respect to the service, the websites, and any third party websites with which they are linked.
- b) The Abbysan Yoga & Wellness-Related Parties are not responsible or liable for any loss, damage, injury or health problems that may result from your use of the Site Content and/or other aspects of the Websites and/or the Services, including but not limited to training programs, recipes, products, services, events and/or information that you may learn about on the Websites and/or the Services, and/or any action or inaction on your part as a result of information you have obtained from the Websites and/or the Services. By way of example only, if you engage in any exercise or diet program that you receive or learn about through the Websites and/or the Services, and/or if you use any product or service that you receive or learn about through the Websites and/or the Services, you agree that you do so voluntarily, after consulting an appropriate health professional of your choice, and at your own risk, and you agree to release and discharge the Abbysan Yoga & Wellness-Related Parties Abbysan Yoga & Wellness from any and all claims or causes of action, known or unknown, arising out of the foregoing.

- c) The Abbysan Yoga & Wellness-Related Parties make no warranty that the Websites or the Services, the Site Content, and/or the information, products and services available through the Websites or the Service will meet your expectations or requirements, or that you will achieve any particular results from the use of any of the foregoing, or that the Websites or the Services will be uninterrupted, timely, secure, error-free, or free of any harmless components (including viruses, malware, spyware, or comparable components).
- d) You expressly assume the risk, by way of example, of deletion, non-delivery or failure to store postings of User Content, communications, personalized settings, or data, and you acknowledge that the Abbysan Yoga & Wellness-Related Parties make no warranties regarding the foregoing.
- e) Any material downloaded or otherwise obtained through the use of our Websites or the Services is accessed at your own discretion and risk, and you will be solely responsible for any loss or damage to your computer system or loss of data that results from the download of any such material.

Waiver of Claims

You hereby waive, release and discharge the Abbysan Yoga & Wellness-Related Parties from and against any claims that you may be entitled to make by reason of any use of your User Content authorized under this Agreement and/or by reason of your participation in any of the communications and social networking features of the Services, including but not limited to, and by way of example only, any claims based on copyright infringement, trademark infringement, rights of privacy or publicity, defamation and otherwise.

PCI DSS GDPR Compliance

Payment Card Industry Data Security Standards (PCI DSS) refers to the global information standard set by the payment card industry to assist with the prevention of payment card fraud.

Abbysan Yoga & Wellness's most valuable assets are its customers and partners; we value and care about their security, and for this reason we undertook the very rigorous process of becoming PCI DSS certified globally.

Abbysan Yoga & Wellness warrants that it is PCI DSS compliant and must remain compliant for the duration of this Agreement. Abbysan Yoga & Wellness must store, process and transmit all cardholder data in accordance with the PCI DSS.

Limitation of Liability

To the fullest extent permitted by applicable laws, the Abbysan Yoga & Wellness-Related Parties will in no event be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from or in connection with any use of the Websites and/or the Services, and/or any website with which they are linked, and/or any content, information, products or services accessible through the Websites and/or the Services, even if any of the Abbysan Yoga & Wellness-Related Parties have been advised of the possibility of such losses or damages.

Notwithstanding anything to the contrary contained herein, the aggregate liability of the Abbysan Yoga & Wellness-Related Parties to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Abbysan Yoga & Wellness for the Services.

Severability

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. In any such case, and/or if any terms or conditions of this Agreement are held to be invalid for any reason whatsoever, this Agreement shall remain in full force and effect on its remaining terms and conditions of this Agreement unless and until terminated by Abbysan Yoga & Wellness.

Furthermore, if any term or condition 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 intentions of the parties as reflected in the invalidated provision.

Indemnity

You agree to indemnify, defend, and hold harmless the Abbysan Yoga & Wellness-Related Parties from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your breach of the terms of this Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Abbysan Yoga & Wellness will use its reasonable best efforts to notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

Privacy Policy

Our Privacy Policy details on how we collect and use your information. You should review it if you would like to know more about how we collect, use, and treat your information. We respects the privacy of all our website users. When you access or use the Abbysan Yoga & Wellness website or services, you signify your agreement to Abbysan Yoga & Wellness Privacy Policy.

However, we will use the information provided in the registration process for the purposes of maintaining your registration only, which may include, without limitation, invoicing and billing, notifying you of availability of and changes to your access to Abbysan Yoga & Wellness, Website. Your registration information will not be disclosed to any third parties, except as may be required for enforcement of this Agreement, or as otherwise permitted or required by applicable law. For more information please visit our privacy policy page

Data Protection Policy

This Policy intends to provide the visitors of (hereinafter: Website) with clear and detailed information on the manner their personal data are processed and, in particular, on the types of processed data, the legal basis of data processing and their rights and legal remedies related to data processing.

Privacy, Security Complying With The EU GDPR Data Protection Act

ABBYSAN YOGA & WELLNESS is committed to protecting the privacy of your personal information and that of our users. By using the ABBYSAN YOGA & WELLNESS Services, You acknowledge and agree that ABBYSAN YOGA & WELLNESS collection, usage and disclosure of this personal information is governed by our Terms and copyright policy. Additionally, if: (a) You are established in the European Economic Area (EEA); (b) You provide goods or ABBYSAN YOGA & WELLNESS Services to users in the EEA; or (c) You are otherwise subject to the requirements of the EU General Data Protection Regulation, ABBYSAN YOGA & WELLNESS's collection and use of personal information of any European residents is also subject to our Data Processing Addendum.

We collects and uses personal data of users to the extent that is necessary for the creation, of services or modification of the contractual conditions for ABBYSAN YOGA & WELLNESS Website between the user and ABBYSAN YOGA & WELLNESS site

Additional Terms

We may also require you to follow additional rules, guidelines or other conditions ("**Additional Terms**") in order to participate in certain promotions or activities available through our Websites, to obtain certain premium Site Content through our Websites, and/or for other reasons. In addition, certain Additional Terms will govern your subscription to the Services and any purchases you make through the online store. These Additional Terms will be posted on the relevant portions of our Websites or on the portions of our Websites that describe the specific promotions, Content, or activities. These Additional Terms are incorporated by reference in this Agreement, and you agree to comply with them when you participate in those promotions, purchase items from our online stores, or otherwise engage in activities governed by such Additional Terms.

Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Websites and/or the Services, 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 Websites and/or the Services.

Entire Agreement

This Agreement, together with any other terms of Service referenced herein (including without limitation the Privacy Policy, Cookies Policy and Additional Terms), constitutes the entire agreement between you and Abbysan Yoga & Wellness and governs your use of the Websites and Service, superseding any prior agreements between you and Abbysan Yoga & Wellness with respect to the Websites and/or the Services.

Choice of Law and Governing law

This Agreement and the relationship between you and Abbysan Yoga & Wellness shall be governed by the Thailand Courts without regard to its conflict of law provisions, including that required by the EU General Data Protection Regulation (GDPR) and of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we should like to hear from you. However, ultimately it is your choice as to whether you wish to use our website. You and Abbysan Yoga & Wellness agree to submit to the personal and exclusive jurisdiction of the courts located within the Thailand County.

These Terms of service shall be governed by and construed in accordance with the law of Thailand and you hereby submit to the exclusive jurisdiction of the Courts of Thailand. This will not prevent us from pursuing a claim for breach of contract, copyright infringement or otherwise in respect of these terms and conditions in any other jurisdiction throughout the world.

No Waiver

The failure of Abbysan Yoga & Wellness to exercise or enforce any right and/or remedy under this Agreement shall not constitute a waiver of such right and/or remedy.

Statute of Limitations

You acknowledge and 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 Websites, the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Relationship of the Parties

You and Abbysan Yoga & Wellness acknowledge and agree that they are independently contracting parties dealing at arm's length with each other in connection with the licensing of intellectual property rights and the provision of services. No partnership, joint venture, joint authorship, employment, fiduciary, agency or other relationship is created between them.

Binding on Successors

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, licensees, successors and/or assigns of the parties, as applicable. For avoidance of doubt, you acknowledge and agree that Abbysan Yoga & Wellness is fully authorized to assign, sublicense and/or otherwise convey and transfer this Agreement and/or any of its rights under this Agreement at any time, in its sole and absolute discretion, and without compensation of any kind to you.

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Notices and Questions

If you have any questions regarding this Agreement, please contact us by email at info@abbysan.com . Except as otherwise specified elsewhere in this Agreement, notices to Abbysan Yoga & Wellness may be given at the foregoing email, and notices to you may be given at the address provided to us at the time of registration and/or the purchase of goods and services from Abbysan Yoga & Wellness.