

Senses Terms & Conditions

Date Last Modified: 22 May 2019

Welcome to Senses!

Senses's website and apps (hereinafter referred to as the "Website") is an intelligent tool that provides users with: (1) high quality video tutorials, (2) educational materials about health and wellness, and (3) a community of people interested in health and wellness. The Website is owned by Senses.

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

This Service is not directed to persons under eighteen (18) years of age.

PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE USING THE SERVICE. 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. 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 the United States 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, Senses 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. Senses’s Materials (as defined in Section 13 of this Agreement) and Senses’s Content (as defined in Section 7 of this Agreement) on the Service (collectively, “Senses 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 Senses. Other than rights expressly granted to you, Senses reserves all rights in and to the Service and the Senses Content.

You may access Website and Content as available:

- for your information and personal use;
- as intended through the normal functionality of the Senses Service; and
- for Streaming (“Streaming” or “Stream” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Senses 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 videos via the Service for any purpose or in any manner other than Streaming is expressly prohibited. When you Stream Senses Content, the resolution and quality of Senses Content 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 or quality of the Streaming Senses Content you will receive.

In order to be able to Stream or download Senses Content from the Service and to view Senses 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.

3. Health Disclaimer

Physical exercise, in all of its forms and with or without the use of equipment such as face rollers, face cups or any other equipment that may be suggested by a Senses instructor, is a strenuous physical activity. 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 on the Service. Senses 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, motions, moves and instruction are not required to be performed by you and are carried out at your election while

viewing Senses videos. 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 Senses, 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 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 Senses, or any person or entity involved with Senses, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

4. Certification and Disclaimer of Affiliation with Accreditation Body

Senses Content offered by Senses are for information purposes only and do not make you eligible for certification by any governing or accreditation body to teach face massage or exercises. Senses is not a member of any massage-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 face massage or face exercises instructor based on completing the courses, content or programs available on the Service or use Senses's name as a certification or accreditation body for purposes of teaching face massage or exercises. Further, you expressly waive and release Senses and its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives of any claim arising from or in connection with teaching face massage or exercises or a violation of the terms as provided herein.

5. Minors

Senses's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Senses you are representing that you are eighteen (18) years of age or older. You must be at least eighteen (18) 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 Senses and its partners, vendors, agents and service providers.

6. Member Account, Password and Security

If you register on the Service, you may be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail 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 Senses 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 Senses. Senses will not be liable for any loss or damage arising from your failure to comply with this Agreement.

7. 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 contrary to the interests of Senses;
- may damage, lessen, or harm the goodwill or reputation of Senses or its services;
- 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 Senses's 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 Senses 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 Senses's 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 Senses on or through the Service, or (h) use the Service in an unlawful manner.

8. Responsibility for Content

You, and not Senses, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Service. Senses 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 Senses 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.

9. Rejection/Removal of Content

You acknowledge that Senses may or may not pre-screen Content posted on the Service, that Senses is not responsible for behavior or comments of teachers and/or students and/or music on the Service, but that Senses 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, Senses shall have the right to remove from the Service any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Senses.

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

10. Termination or Suspension of Account

If Senses determines in its sole discretion that you are violating any of the terms of this Agreement, Senses 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 Senses 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.

11. Preservation/Disclosure

You acknowledge, consent and agree that Senses 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 Senses, its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

12. 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 Senses and/or content providers who provide content to Senses. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Service.

13. 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 Senses or by third parties that have licensed or otherwise provided their material to Senses. 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 Senses's 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.

14. Non-commercial Use

The Service may not be used in connection with any commercial purposes, except as specifically approved by Senses. Unauthorized 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.

15. 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 Senses a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) 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 Senses 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 Senses's servers after the Content appears to have been removed from the Service, and Senses 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.

16. Senses and Third Parties

Our Service contains Senses Content, and Content of third party licensors to Senses (including Content provided by users of the Service, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Senses owns and retains all rights, title and interest in the Senses Content. Senses hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the Senses 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. Senses 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 Senses 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. Senses encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Senses works to ensure the information on the Service is current and accurate, Senses 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@Senses.me.

17. 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. Senses 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 Senses’s endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

18. International Use

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

19. Privacy Policy

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

20. Infringement Policy

Senses 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 Senses or of a third party, or otherwise violated any intellectual property laws or regulations. Senses'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 Senses to delete, edit, or disable the material in question, you must provide Senses 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 Senses to locate the material; (d) information reasonably sufficient to permit Senses 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 Senses by e-mail with a return receipt acknowledgement.

21. Member Disputes

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

22. 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. Senses 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 Senses may do so in Senses's sole discretion at any time without notice.

23. Subscription Policy

Senses offers membership subscription-based access to its courses ("Courses"), over the Internet to any Internet-connected phones, computers and other devices. Senses reserves the right to cancel, interrupt, or reschedule any Senses 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 Senses specifies for the Service, Senses 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. **Subscription.** Your Senses subscription will continue month-to-month until terminated. To use the Senses service you must have Internet access and provide a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). Unless you cancel your membership before your monthly billing date, you authorize us to charge your next month's membership fee to your Payment Method (see "Cancellation" below). You can find specific details regarding your Senses subscription by clicking the "Subscriptions" on the "Your Account" page in the App Store App.

B. **Free Trials.**

- Your Senses subscription may start with a free trial. The free trial period of your membership lasts for 3 days, or as otherwise specified during sign-up and is intended to allow new members and certain former members to try the service.
- Free trial eligibility is determined by Senses at its sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible because you have used a free trial opportunity before.
- We will charge your Payment Method for your monthly membership fee at the end of the free trial period unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, check "Profile" tab icon available in the App or go to the App Store and click the "Subscriptions" on the "Your Account" page in the App Store App.

C. **Billing.**

- **BILLING CYCLE.** The membership fee for the Senses subscription and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership. In some cases, your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Check "Profile" tab icon available in the App or go to the App Store and click the

- “Subscriptions” on the “Your Account” page in the App Store App. to see your next payment date.
- **PAYMENT METHODS.** Before you can buy anything from the App you need an Apple ID. When you create an Apple ID to make purchases, you need to provide a
 - payment method. If you have an unpaid balance or your payment method was declined, you might not be able to make a purchase until you have an acceptable form of payment set up.
 - **CANCELLATION.** You can cancel your Senses subscription at any time, and you will continue to have access to the App service through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods. To cancel, go to the “Profile” page and follow the instructions for cancellation. You can also cancel the subscription in the App Store by clicking the “Subscriptions” on the “Your Account” page in the App Store App. If you cancel your membership, your account will automatically close at the end of your current billing period.
 - **CHANGES TO THE PRICE AND SUBSCRIPTION PLANS.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.

24. Term and Termination

This Agreement shall remain in full force and effect for so long as it is posted on the Website.

Senses 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 Senses believes that you have breached any of the terms of this Agreement, furnished Senses 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](#).

25. 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, Senses, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service, and your use thereof. Senses makes no warranties or representations about the accuracy or completeness of Senses 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 Senses 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.

Senses 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 Senses 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.

26. Limitation on Liability

In no event shall Senses, 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 Senses 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 Senses 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 Senses 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 Senses or any of its employees. Senses is not responsible for any third party Content on the Service or third party web page accessed from the Service, nor does Senses 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 Senses or a representative of Senses shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Senses 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.

27. 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.

28. Indemnity

You agree to defend, indemnify and hold harmless Senses, 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 defence and indemnification obligation will survive this Agreement and your use of the Service.

29. 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.

30. 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.

31. Assignment

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

32. Integration Clause

This Agreement together with the [Privacy Policy](#) and any other legal notices published by Senses on the Service, shall constitute the entire agreement between you and Senses concerning the Service and governs your use of the Service, superseding any prior agreements between you and Senses with respect to the Service.

33. Waiver and Severability of Terms

The failure of Senses 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.

34. 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.

35. Governing Law and Venue

This Agreement shall be governed by the laws of the Russian Federation, without respect to its conflict of laws principles. Any claim or dispute between you and Senses that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Moscow, Russia.

36. Ability to Accept Terms of Service

You affirm that you are at least eighteen (18) 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.

37. General

Senses 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.

38. Questions

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