

Lumia Mind Terms of use

These Terms of Use (“Terms”) govern the use of Lumia Mind mobile application (“Service”) and govern the relationship between you (“You” or “User”) and Lumiamind Oy (“We”) regarding your use of the Service. By accessing or using the Service, you agree to the Terms and accept to be bound by them.

These Terms affect your legal rights and obligations, so if you do not agree to the Terms, do not use the Service.

You become a registered user of the Service and create a Service account (“Account”) by (i) using your personal unique email address and user name. The Service is intended for people who are at the age of majority (18 years old or older). Persons under that age shall provide separate consent by their legal guardian.

Medical Disclaimer

Before starting any yoga or other exercise program through the Service, consult your physician to determine if such a program is right for your needs. Lumiamind Oy is not a medical organization, and its teachers or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves, and instruction are not required to be performed by you and are carried out at your election while using the Service. Nothing contained in this 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. It is your responsibility to ensure that by participating in classes and activities from Lumia Mind, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You expressly waive and release any

claim that you may have at any time for injury of any kind against Lumiamind Oy or any person or entity involved with Lumiamind Oy.

Your Rights and Obligations

The Service is licensed to you for your personal and non-commercial use only. Your use of the Service might be governed also by separate policies as provided in connection with such services. Each individual User shall only create one (1) Account.

Lumiamind Oy grants you a limited, non-exclusive, non-sublicensable, and non-transferable right to use only the executable version (no source code) of the Lumia Mind application for your private use. The Service comprises the relevant application that enables you to use the Service. You affirm that you have not been previously suspended or removed from the Service. You may not sell or charge others for the right to use your Account or otherwise transfer your Account.

If you download an application for accessing the Service, you may not use such application for any purpose other than the permitted access to the Service. You understand that, for reasons that include without limitation system security and stability, the Service may need to automatically update, pre-load, create new versions, or otherwise enhance the application, and accordingly, the system requirements to use the application may change over time.

This Agreement does not entitle you to future updates, new versions, or other enhancements of the application, although Lumiamind Oy may choose to provide such updates etc. at its sole discretion.

Without limiting any other remedies, Lumiamind Oy may limit, suspend, terminate, modify, or delete Accounts or access to the Service, or parts thereof, if you fail to comply with the Terms or for any actual or suspected illegal or improper use of the Lumia Mind services.

You may not reveal, share, or otherwise allow others to use your password or use the passwords of others. You agree that you are personally responsible for the use of your

account and for all of the communication and activity in connection with the Service resulting from the use of your account.

Prohibition on Streaming and Public Display

Your use of the Service is strictly limited to personal and non-commercial use. You are not permitted to stream, broadcast, or display the content provided through the Service to any large group, public audience, or for commercial purposes. This includes, but is not limited to, hosting or facilitating live classes or sessions using the Service for a group of individuals, whether in-person or online. Any unauthorized streaming or public display of the content will result in the termination of your account and may lead to legal action.

Intellectual Property Rights

The Service (including the related software and media), the design of the Service, and associated content including text, scripts, graphics, interactive features, and the like, and the trademarks, service marks, and logos contained therein (“Lumia Mind property”) are owned by or licensed to Lumiamind Oy, subject to copyright and other intellectual property rights under Finnish and foreign laws and international conventions. Except as expressly provided in these Terms, Lumiamind Oy does not grant any express or implied rights to use Lumia Mind property.

You are hereby granted a limited, non-exclusive, non-sublicensable, and non-transferable license to access and use the Lumia Mind property and Additional Content only in connection with the usage of the Service. Any use of the Service, Lumia Mind property, or Additional Content, other than as specifically authorized in the Terms, is prohibited and will terminate the license to use the same.

User Content and Copyright Policy

You may interact with our instructors through the Service by submitting messages in the chat function of the Live feature of Lumia Mind. Lumiamind Oy does not have any

duty to monitor any User Content. However, Lumiamind Oy shall have the right (but not the obligation) to remove any User Content that fails to comply with the Terms.

You are solely responsible for any User Content posted through the Service using your Account. You acknowledge that use of the Service (including submitting User Content) may be subject to certain laws, regulations, conditions, and restrictions.

Lumiamind Oy does not claim ownership of any User Content, but you grant Lumiamind Oy a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, deliver, adapt (for technical purposes such as size and resolution scaling), and otherwise exploit any and all User Content that you have submitted to the Service for the purposes of providing the Service, including delivering and communicating the User Content to third parties as per your request.

Lumiamind Oy respects the intellectual property rights of others. In accordance with the Information Society Code and other applicable laws, we strive to expeditiously remove any infringing material from our site. If Lumiamind Oy becomes aware that one of its users is a repeat copyright infringer, it is our policy to take reasonable steps within our power to terminate the user's account. All users should be aware of and comply with applicable copyright laws.

If you believe that anything on the Service infringes any copyright that you own or control, you may file a notice of such infringement to our support email at info@lumiamind.fi. We also welcome feedback, comments, and suggestions for the Services at the email address above.

Third-Party Services and Material

The Service may contain links to websites operated by third parties or feature content made available in third-party services, and it may enable you to access and use certain third-party services. Use of any websites operated by third parties, third-party services, and/or content in third-party services shall be subject to the relevant third-party service provider's terms and conditions applicable to use of such third-party services or the applicable license(s) under which any such content is made

available. Lumiamind Oy assumes no responsibility for such third-party services and/or content in third-party services.

Payment Policy

You can download Lumia Mind and register for free. To use all Lumia Mind features, you must subscribe to a paid plan. Lumia Mind's subscriptions are purchased through the Lumiamind Oy website or via Apple's iTunes Store or Android's Google Play Store. When you purchase the membership, you are also subject to the iTunes or Google Play terms of service.

For the first time users, we provide a 30 day free trial period.

On our website shop, our payment service provider is Visma Pay.

We reserve the right to make changes to delivery terms and prices. The prices of the products include value-added tax (VAT).

Payment through our website

Visma Pay (Visma Payments Oy, business ID 2486559-4) acts as the payment intermediary for our online store. They are registered in the payment institution register maintained by the Finnish Financial Supervisory Authority. Payments are made through Visma Pay's online service, and on your bank statement and invoice, the recipient of the payment will be listed as Visma Pay or Visma Payments Oy. Visma Pay handles the payment transactions for the online store. Payment is secure, as all information related to the payment is transmitted using encrypted connections, ensuring that no third party can access payment information.

The contract is formed between the online store customer and the online store itself. The online store is responsible for all obligations related to the transaction.

Learn more about Visma Pay: <https://www.visma.fi/vismapay/>

Payment Methods

Through the Visma Pay service, you can pay using credit/debit cards.

Paid membership

To access the premium features of Lumia Mind, you will have to pay via an auto-renewing membership plan from the Lumia Mind website, Apple's iTunes Store, or Android's Google Play Store. In Finland, you also have the option to buy a fixed-term subscription with supported sport vouchers: Smartum, Epassi and Edenred. (we may change the support for sport vouchers at our discretion).

Renewals and cancellations

Your subscription is automatically renewed at the end of the subscription period (except if it is a fixed-term subscription). If you have activated a Lumia Mind Subscription through the use of App Store, Google Play Store, or any other App Provider using in-app purchases, you can only cancel your subscription through their services. You must cancel a Subscription before it renews if you want to avoid being charged the fees for the following subscription period.

You can modify or cancel your subscription at any time from within the application (if purchased online) or by signing in to your iTunes or Google Play account on your computer or iOS/Android device and changing the settings. If you cancel the subscription, you can access the service normally until the end of the billing period, but we will not refund the remaining time.

If purchased through our website, you may cancel automatic renewal at any time before the renewal date from within the Lumia Mind website through your Manage Subscription page ("hallinnoi tilausta").

Refunds

Any purchases made are final and non-refundable. However, if you feel that the service provided has not been as described, please contact us at info@lumiamind.fi. If you have purchased the membership through our website, and you are not happy with the product, we can grant you a refund maximum of 14 days of your purchase.

Note that if your payment is managed by Apple via iTunes, we are not able to process refunds ourselves, and you will need to contact Apple customer service for refunds.

Pricing changes

We reserve the right to change our pricing plans at our discretion. In such cases, we will inform you before any changes so you can modify or cancel your membership before the changes are made. We accept no responsibility for any losses you may incur by failing to change your membership plan after we have informed you of any changes to the pricing plan.

Please note that we may offer limited-time promotional prices at our discretion. These may also be personal offers and not available to everyone. The promotional prices are not available within Apple's iTunes Store or Android's Google Play Store, but only via the Lumiamind Oy website.

Furthermore, promotional prices usually represent a one-time discount which is only valid for one purchase, not for any recurring payments. When your Lumia Mind subscription renews itself after your chosen period has ended, the original price will therefore be charged to your account.

Personal Information and Security

You shall provide Lumia Mind with correct personal and other information necessary for the use of the Service. You shall inform Lumia Mind of any changes to such information.

The use of your personal and other information is governed by Lumia Mind's Privacy Policy. You consent to the processing of your personal and other information in accordance with the Lumia Mind Privacy Policy.

Lumia Mind shall take appropriate online and physical measures to prevent unauthorized access to, improper use of, and ensure the reasonable accuracy of, your personal data submitted to Lumia Mind via the Service. We use various technologies, including in certain instances encryption, to ensure high security standards. Any data that is stored on Lumia Mind servers is not generally available to the public.

You shall be liable for all your own equipment, internet connectivity, and software, as well as ensuring that they do not cause harm to Lumia Mind and/or third parties. You agree not to attempt to damage, hack, crack, reverse engineer, or otherwise interfere with the Service in any manner.

Support and Modifications

Lumia Mind shall have no obligation to provide support or maintenance for the Service under this agreement. Lumia Mind may, at its sole discretion, provide limited technical support for the Service.

You understand that the Service is an evolving one. As long as your license for the service is valid, you are entitled to upgrades or updates of the service. All upgrades and updates are provided to you on a license exchange basis. You agree that by using an upgrade or update, you voluntarily terminate your right to use any previous version. Lumia Mind may license upgrades and updates to you with additional or different terms.

Service Disclaimer / No Warranty

To the maximum extent permitted by applicable law, except as provided above, Lumia Mind MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, ITS QUALITY, PERFORMANCE, OR

FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE AND ALL CONTENT ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS, EXCEPT IN CASES WHERE DEFECTS HAVE RENDERED USE OF THE SERVICES IMPOSSIBLE.

Indemnification

You agree to defend, indemnify, and hold harmless Lumia Mind, its affiliates, licensors, partners, and subcontractors from all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from or related to your breach of the Terms and Conditions or any act or omission by you relating to the Service (including User Content). Lumia Mind reserves the right to assume its own defense and/or control of any matter otherwise subject to indemnification by you under this agreement.

Limitation of Liability

You understand and acknowledge that Lumia Mind will not be liable for any network-related problems attributable to the operation of the Service and that network configuration changes may affect the system's performance.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT LUMIAMIND OY SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SERVICE, AS SET FORTH HEREIN. YOUR ONLY RIGHT OR REMEDY REGARDING ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALL IT AND/OR DISCONTINUE YOUR USE OF THE SERVICE, HOWEVER, WITHOUT PREJUDICE TO YOUR STATUTORY RIGHTS AS A CONSUMER.

LUMIAMIND OY SHALL IN NO CASE BE LIABLE FOR ANY PERSONAL INJURY OR DEATH RELATED TO USE OF THE SERVICE OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF Lumia Mind HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF LUMIAMIND OY EXCEED THE TOTAL AMOUNT OF THE SERVICE FEES

PAID BY YOU TO LUMIAMIND OY DURING A PERIOD OF SIX (6) MONTHS PRECEDING THE CLAIM.

YOU SPECIFICALLY ACKNOWLEDGE THAT LUMIAMIND OY SHALL NOT BE LIABLE FOR CONTENT PROVIDED BY THIRD PARTIES OR FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE RESTS ENTIRELY WITH YOU.

Some jurisdictions may not allow limitations of liability, so the foregoing limitation may not apply to you.

Provisioning of the Service and Termination

Lumia Mind shall have the right, at its sole discretion, to decide upon provision of the Service and making it available to you, and reserves the right to discontinue any aspect of the Service at any time.

These Terms are in effect for the time being. Your right to use the Service continues until your right to use the Service is terminated. You may terminate your right to use the Service at any time by ceasing to use the Service. Your right to use the Service will automatically terminate if you fail to comply with the material terms of these Terms. In such cases, you will not be entitled to any refund.

General

Continuing with the ****Service Disclaimer / No Warranty**** section:

Service Disclaimer / No Warranty

To the maximum extent permitted by applicable law, except as provided above, ****Lumia Mind**** MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, ITS QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE AND ALL CONTENT ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS, EXCEPT IN CASES WHERE DEFECTS HAVE RENDERED USE OF THE SERVICES IMPOSSIBLE.

Indemnification

You agree to defend, indemnify, and hold harmless ****Lumia Mind****, its affiliates, licensors, partners, and subcontractors from all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from or related to your breach of the Terms and Conditions or any act or omission by you relating to the Service (including User Content). ****Lumia Mind**** reserves the right to assume its own defense and/or control of any matter otherwise subject to indemnification by you under this agreement.

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****LUMIAMIND OY**** SHALL IN NO CASE BE LIABLE FOR ANY PERSONAL INJURY OR DEATH RELATED TO USE OF THE SERVICE OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ****Lumia Mind**** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ****LUMIAMIND OY**** EXCEED THE TOTAL AMOUNT OF THE SERVICE FEES PAID BY YOU TO ****LUMIAMIND OY**** DURING A PERIOD OF SIX (6) MONTHS PRECEDING THE CLAIM.

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General

****Lumia Mind**** may assign or delegate its rights and obligations under the Terms and/or the ****Lumia Mind**** Privacy Policy, in whole or in part, to any person or entity at any time. You may not assign or delegate rights or obligations under the Terms or Privacy Policy without ****Lumia Mind's**** prior written consent.

These Terms describe certain legal rights. You may have other rights under the mandatory provisions of the laws of your country. These Terms do not change your rights under the mandatory provisions of the laws of your country.

You and ****Lumia Mind**** agree that if any portion of these Terms or the ****Lumia Mind**** Privacy Policy is found illegal or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability, without affecting the validity or enforceability thereof in any other manner or jurisdiction, and without

affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.

****Lumia Mind**** may publish additional policies related to specific services. Your right to use such service is subject to those specific policies and the terms.

****Lumia Mind**** reserves the right to change, modify, add, or remove portions of the Terms and its Privacy Policy at any given time by posting the amended Terms on the service, and in the case of substantial changes, by email to the address provided by you to ****Lumia Mind****. You will be deemed to have accepted such changes by continuing to use the Service. If you do not agree to any portions of the then-current version of our Terms, ****Lumia Mind**** Privacy Policy, or any other ****Lumia Mind**** policy, rules, or codes of conduct relating to your use of the service, your license to use the service shall immediately terminate, and you must immediately stop using the service. You will not be entitled to any refund of the service fee. Please check the service on a regular basis so that you remain aware of the then-current Terms.

Disputes and Applicable Law

All disputes relating to the Service and the Terms shall be settled in the Court of Rovaniemi, Finland, which shall have sole jurisdiction.

These Terms shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

Contact Information

****Lumiamind Oy****

Business ID (VAT-number): FI34721797

Address: Rovakatu 24, 96200 Rovaniemi, Finland

Phone number: +358 449 868 015

Email: info@lumiamind.fi

<https://lumiamind.fi/>