

Ashya Yoga

Privacy Policy and Terms of Use

PRIVACY POLICY

PREAMBLE AND INTRODUCTION:

Ashya Foundation (hereinafter referred to as "Ashya Yoga", "Ashya Foundation", "we", "us", or "our") a trust registered under the Indian Trust Act, 1882, having its registered office at Floor 10, Vajram CMR One, Raidurg, Gachibowli, Hyderabad, Telangana-500 081.

We operate the website www.ashyayoga.com (hereinafter referred to as the "Website") and such other digital platforms, mobile applications, and social media accounts as we may maintain from time to time, through which we provide various services tailored to the unique needs of our students. Each class is crafted to meet where they are - whether he/she is a beginner or a long-time practitioner.

We are deeply committed to the privacy and security of the personal information of every individual who visits, browses, or transacts on our Website or who interacts with us through any other channel. This Privacy Policy (hereinafter referred to as the "Policy") sets out the manner in which we collect, receive, process, store, use, share, disclose, and protect Personal Information relating to users of our Website and customers of our session(s).

This Policy is published in accordance with and compliance with the Information Technology Act, 2000 ("IT Act"), the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules"), and such other applicable laws and regulations as may be in force in India from time to time. By accessing or using our Website, placing an order, or providing us with your information in any manner, you expressly consent to the collection, use, and disclosure of your Personal Information in accordance with this Policy. If you do not agree with the terms of this Policy, please do not access or use our Website.

1. Definitions

For the purposes of this Policy, the following terms shall have the meanings ascribed to them below:

- (a) "Personal Information" means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with us, is capable of identifying such person. This includes name, address, contact number, email address, payment details, date of birth, and online identifiers such as IP address and cookie data.
- (b) "Sensitive Personal Data or Information (SPDI)" shall have the meaning ascribed to it under the SPDI Rules and shall include passwords, financial information such as bank account details, credit card and debit card details, payment instrument details, physical, physiological, and mental health condition, biometric information, and any detail relating to the above as provided to us for providing services.
- (c) "User" or "You" means any person who accesses, browses, or uses the Website, whether or not such person has created an account or made a purchase.
- (d) "Customer" means a User who has registered on the Website and/or placed an order for any

session(s) offered by us.

(e) "Third-Party Service Providers" means payment gateways, logist

providers, marketing platforms, cloud service providers, and any other third parties engaged by us to provide services in connection with the operation of our Website and business.

2. Information We Collect

We may collect and process the following categories of Personal Information:

2.1 Information You Provide to Us Directly

(a) Registration and account information: When you create an account on our website, we collect your name, email address, mobile number, and password.

(b) Order and transaction information: When you place an order, we collect your billing address, shipping address, contact number, and payment details. Payment details are processed through our authorized Third-Party payment gateway providers and are not stored by us on our servers.

(c) Communication data: When you contact us through our website, email (info@ashyayoga.com), WhatsApp, or social media platforms, we collect your name, contact details, and the content of your communication.

(d) Review and feedback: When you submit a session review or feedback, we collect the information you voluntarily provide.

2.2 Information We Collect Automatically

(a) Usage data: We automatically collect information about how you interact with our Website, including pages visited, time spent, links clicked, search queries, and browsing patterns.

(b) Device and technical data: We collect your IP address, browser type and version, operating system, device identifiers, and network information.

(c) Cookies and tracking technologies: We use cookies, pixel tags, web beacons, and similar tracking technologies to enhance your experience on our Website. Please refer to our Cookie Policy at Clause 11 for details.

2.3 Information from Third Parties

We may receive information about you from third parties such as social media platforms (if you log in using a social media account), payment processors, logistics partners, and marketing platforms, in each case in accordance with applicable law and the privacy practices of such third parties.

3. Purpose of Collection and Use of Personal Information

We collect and use your Personal Information for the following purposes:

(a) To process and fulfil your orders/session(s);

(b) To create and manage your account on the Website;

(c) To communicate with you regarding your orders, account, queries, complaints, and session information;

(d) To process payments and issue invoices, refunds in accordance with our Refund Policy;

(e) To send you marketing communications, promotional offers, new session launches, and newsletters, where you have consented to receive the same or where permitted by applicable law. You may opt out of such communications at any time by clicking the unsubscribe link or by writing to us at info@ashyayoga.com;

(f) To improve the quality, functionality, and content of our Website a analysis of usage data and customer feedback;

(g) To personalise your experience on the Website, including showing you session(s) relevant to your preferences and browsing history;

(h) To comply with our legal, regulatory, and contractual obligations, including obligations under the Consumer Protection Act, 2019, the Food Safety and Standards Act, 2006, the Legal Metrology Act, 2009, and applicable tax laws;

(i) To detect, prevent, and investigate fraud, security breaches, and other unlawful activity;

(j) To conduct internal research, analytics, and business intelligence for improving our operations.

4. Legal Basis for Processing

We process your Personal Information on the following legal bases under applicable Indian law:

(a) Consent: Where you have expressly consented to the processing of your Personal Information, including for marketing communications and the use of cookies;

(b) Contractual necessity: Where processing is necessary for the performance of a contract with you, such as processing your order etc.;

(c) Legal obligation: Where we are required to process your information to comply with applicable law, regulations, or court orders;

(d) Legitimate interest: Where processing is necessary for our legitimate business interests, such as fraud prevention, Website security, and improving our services, provided such interests are not overridden by your rights and interests.

5. Sharing of Personal Information

We do not sell, trade, or rent your Personal Information to any third party for their own marketing purposes. We may share your Personal Information in the following circumstances:

(a) Third-Party Service Providers: We share your information with our Third-Party Service Providers, including payment gateway providers (such as Razorpay, Cashfree, or such other providers as we may engage), logistics and courier partners (for delivery of your orders if any), cloud hosting and storage providers, email and SMS service providers, analytics platforms, and customer support tools. Such service providers are contractually bound to use your information only for the purpose for which it is shared and to maintain appropriate security standards.

(b) Legal and Regulatory Authorities: We may disclose your Personal Information to government authorities, law enforcement agencies, courts, or regulators if required by law, regulation, legal process, or if we believe in good faith that disclosure is necessary to protect the rights, property, or safety of Ashya Foundation/Ashya Yoga, our customers, or others.

(c) Business Transfers: In the event of a merger, acquisition, reorganization, or sale of all or substantially all of our assets, your Personal Information may be transferred to the acquiring entity. We will notify you of such transfer through a notice on our website or by email.

(d) With Your Consent: We may share your information with any third party where you have provided your express consent for such sharing.

6. Data Retention

We retain your Personal Information for as long as necessary to fulfil the purposes for which

it was collected, including for the purposes of satisfying any legal, accounting, or regulatory requirements. The following retention periods shall generally apply:

- (a) Account information: Retained for the duration of your account and for a period of three (3) years thereafter, or as required by applicable law;
- (b) Order and transaction records: Retained for a period of seven (7) years from the date of the transaction, in compliance with applicable tax and accounting laws;
- (c) Marketing communication data: Retained until you withdraw your consent or opt out of communications, whichever is earlier;
- (d) Usage and analytics data: Retained in anonymised or aggregated form for such period as necessary for business intelligence purposes.

Upon the expiry of the applicable retention period, we shall securely delete or anonymize your Personal Information in accordance with our data disposal procedures.

7. Security of Personal Information

We are committed to maintaining the security of your Personal Information and have implemented appropriate technical, physical, and administrative security measures to protect your information against unauthorised access, disclosure, alteration, or destruction. These measures include, without limitation:

- (a) Use of Secure Socket Layer (SSL) / Transport Layer Security (TLS) encryption for data transmitted through our Website;
- (b) Storage of your Personal Information on secure servers with access controls;
- (c) Restricted access to Personal Information on a need-to-know basis, with appropriate confidentiality obligations imposed on personnel;
- (d) Regular security assessments and audits of our systems and processes.

Notwithstanding the foregoing, no method of transmission over the internet or electronic storage is entirely secure, and we cannot guarantee absolute security. In the event of a data breach that is likely to result in a risk to your rights and freedoms, we shall notify you and the competent authorities as required by applicable law. You are advised to keep your account credentials confidential and to notify us immediately if you suspect any unauthorized access to your account.

8. Your Rights in Relation to Your Personal Information

Subject to applicable law, you have the following rights in relation to your Personal Information held by us:

- (a) Right of Access: You have the right to request a copy of the Personal Information we hold about you. We shall respond to such requests within a reasonable time.
- (b) Right of Correction: You have the right to request correction of any inaccurate or incomplete Personal Information held by us. You may update your account information directly through your account settings on the Website.
- (c) Right of Withdrawal of Consent: Where our processing of your Personal Information is based on your consent, you have the right to withdraw such consent at any time. Withdrawal of consent shall not affect the lawfulness of processing carried out prior to the withdrawal.
- (d) Right to Opt Out of Marketing: You have the right to opt out of receiving marketing

communications from us at any time, by clicking the unsubscribe link by writing to us at info@ashyayoga.com.

(e) Right of Grievance: You have the right to raise a grievance with our Grievance Officer (details set out in Clause 12) in relation to any aspect of our processing of your Personal Information.

Please note that we may not always be able to comply fully with your request, for example where your request conflicts with our legal obligations or the legitimate interests of third parties. We will always inform you of the reason if we are unable to fulfil your request.

9. Children's Privacy

Our Website is not directed at children below the age of eighteen (18) years. We do not knowingly collect Personal Information from children. If we become aware that a child has provided us with Personal Information without parental consent, we shall take steps to delete such information promptly. If you believe that we may have collected information from a child, please contact our Grievance Officer immediately.

10. Transfers of Personal Information Outside India

In the ordinary course of our business, your Personal Information may be processed or stored on servers located outside India, by our Third-Party Service Providers such as cloud hosting and analytics providers. Where we transfer your Personal Information outside India, we shall ensure that such transfer is made in accordance with applicable law and that adequate safeguards are in place to protect your information. By using our Website and providing us with your information, you consent to such cross-border transfers, subject to the protections described in this Policy.

11. Cookie Policy

Cookies are small text files placed on your device when you visit our Website. We use cookies and similar tracking technologies for the following purposes:

- (a) Essential cookies: Necessary for the functioning of the Website, including maintaining your session, shopping cart, and login status. These cannot be disabled.
- (b) Analytics cookies: Used to collect information about how users interact with the Website, which helps us improve its functionality and content. We use tools such as Google Analytics for this purpose.
- (c) Marketing cookies: Used to deliver relevant advertisements and to track the effectiveness of our marketing campaigns.
- (d) Preference cookies: Used to remember your preferences and settings, such as language and region.

You may control the use of non-essential cookies through your browser settings or through the cookie consent banner displayed on our Website. Please note that disabling certain cookies may affect the functionality of our Website. For further information on how to manage cookies, please refer to the help pages of your browser.

12. Grievance Officer

In accordance with the Information Technology Act, 2000 and the SPDI Rules, we have appointed a Grievance Officer to address any complaints, concerns, or queries you may have in relation

to this Policy or our handling of your Personal Information. The Grievance Officer can be contacted at:

Grievance Officer

Ashya Foundation, Floor 10, Vajram CMR One, Raidurg, Gachibowli, Hyderabad, Telangana 500081

Email: info@ashyayoga.com

We shall endeavour to acknowledge your complaint within forty-eight (48) hours of receipt and to resolve the same within thirty (30) days. In the event of any complaint that cannot be resolved internally, you may approach the adjudicating authority under the Information Technology Act, 2000 or such other competent authority as provided under applicable law.

13. Links to Third-Party Websites

Our Website may contain links to third-party websites, including our payment gateway, social media platforms, and delivery partner portals. This Policy does not apply to such third-party websites, and we are not responsible for the privacy practices of such websites. We encourage you to review the privacy policies of any third-party websites you visit before providing any Personal Information.

14. Amendments to this Policy

We reserve the right to amend this Policy from time to time to reflect changes in applicable law, our business practices, or our approach to privacy. Any material changes shall be communicated to registered users by email and/or through a notice on our Website. Your continued use of the Website following the publication of any such amendment shall constitute your acceptance of the revised Policy. The date of the last update shall be indicated at the top of this Policy.

15. Governing Law and Jurisdiction

This Policy shall be governed by the laws of India. Any dispute arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts at Hyderabad, Telangana.

TERMS AND CONDITIONS

PREAMBLE

These Terms of Use (hereinafter referred to as the "Terms") constitute a legally binding agreement between you (hereinafter referred to as "User", "You", or "Your") and Ashya Foundation (hereinafter referred to as "Ashya Foundation", "Ashya Yoga", "we", "us", or "our"), governing your access to and use of the website www.ashyayoga.com (the "Website"), the purchase of session(s) through the Website, and all related services offered by us.

Please read these Terms carefully before accessing, browsing, or using the Website or purchasing any session from us. By accessing the Website, creating an account, placing an order, or otherwise using our services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and our Privacy Policy (which is incorporated herein by reference). If you do not agree with any of these Terms, you must immediately discontinue your use of the Website.

These Terms are published in accordance with the provisions of the 2000, the Information Technology (Intermediary Guidelines and Digital

Rules, 2021, the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, and other applicable laws governing e-commerce transactions in India.

1. Eligibility

Use of the Website and purchase of session(s) is available only to persons who are competent to contract under the Indian Contract Act, 1872. You represent and warrant that you are at least eighteen (18) years of age and that you are legally capable of entering into a binding contract. Minors may use the Website only with the active participation and consent of a parent or legal guardian. If you are accessing the Website on behalf of a company, firm, or other legal entity, you represent that you have the authority to bind such entity to these Terms.

2. Session(s) and Descriptions

We take great care to ensure that all session(s) descriptions, ingredients, nutritional information, images, and pricing on our Website are accurate and up to date. However, we do not warrant that session(s) descriptions or other content on the Website are error-free, complete, or current. Any images/videos are for representational purposes only; the actual session(s) may vary slightly in appearance.

3. Ordering and Contract of Sale

When you place an order on our Website, you are making an offer to purchase the selected session(s) at the price and on the terms displayed at the time of ordering. Your order constitutes an offer and does not constitute a binding contract until we send you an order confirmation by email or SMS. We reserve the right to accept or decline any order at our sole discretion without assigning reasons, including in cases of suspected fraud, session(s) unavailability, or error in pricing.

We reserve the right to cancel any order and shall refund any payment made for cancelled orders within seven (7) business days to the original payment method. All orders are subject to trainer(s) availability. In the event that any session(s) ordered by you could not be conducted, we shall notify you and shall refund the amount paid for such session(s) within the aforesaid period.

4. Pricing and Payment

All prices displayed on the Website are in Indian Rupees (INR) and are inclusive of applicable taxes unless otherwise stated. We reserve the right to change our prices at any time without prior notice. The price applicable to your order shall be the price displayed on the Website at the time you complete your purchase.

Payment must be completed at the time of placing the order through the payment methods available on the Website, which may include credit/debit cards, UPI, net banking, and such other methods as we may make available from time to time. All payments are processed through our authorized third-party payment gateway providers. We do not store your complete payment card details on our servers. In the event of a payment failure, your order shall not be processed.

Any applicable coupon codes, promotional discounts, or referral credits shall be applied at the time of checkout and cannot be applied retrospectively. Misuse of coupon codes or promotional offers shall entitle us to cancel the order and, if payment has been received, to refund only the amount actually due after exclusion of the misused discount.

5. Refund Policy

Approved refunds shall be processed to the original payment method used at the time of purchase. Refund timelines shall vary depending on the payment method and the payment gateway provider, and may take between five (5) to ten (10) business days from the date of approval of the refund. We shall not be responsible for delays caused by the payment gateway or your bank.

6. Intellectual Property

The Website and all its content, including but not limited to the name "Ashya Foundation", the Ashya Foundation/Ashya Yoga logo, descriptions, artwork, graphics, text, data, and software, are the exclusive property of Ashya Foundation and are protected under applicable intellectual property laws, including the Trade Marks Act, 1999, the Copyright Act, 1957, and the Patents Act, 1970.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for personal, non-commercial purposes, subject to these Terms. You shall not reproduce, distribute, modify, adapt, translate, create derivative works of, publicly display, sell, or otherwise exploit any content on the Website without our prior written consent. Any unauthorized use of our intellectual property shall constitute infringement and may attract civil and criminal liability under applicable law.

7. User Obligations and Prohibited Conduct

By using our Website, you agree that you shall not:

- (a) Use the Website for any unlawful, fraudulent, or malicious purpose;
- (b) Post, upload, or transmit any content that is defamatory, obscene, offensive, hateful, or in violation of any applicable law;
- (c) Attempt to gain unauthorised access to any part of the Website, its servers, or any account, system, or network connected to the Website;
- (d) Use any automated tools, bots, scrapers, or other means to extract data from the Website;
- (e) Introduce any virus, malware, or other harmful code into the Website;
- (f) Make any false, misleading, or fraudulent order or return claim;
- (g) Use the Website in a manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website;
- (h) Use our intellectual property without our prior written consent.

8. Disclaimer of Warranties

The Website and all its content and services are provided on an "as is" and "as available" basis, without any warranty of any kind, express or implied. To the fullest extent permitted by applicable law, we disclaim all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Website will be available at all times, uninterrupted, error-free, or free of viruses or other harmful components. We shall not be responsible for any loss or damage arising from your reliance on any content or information on the Website.

9. Limitation of Liability

To the maximum extent permitted by applicable law, Ashya Foundation, its trustees, officers, employees, agents, and affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profit, revenue, data, or goodwill, arising out of or in connection with your use of the Website, the purchase or use of our session(s), or any breach of these Terms, even if we have been advised of the possibility of such damages.

Our total aggregate liability to you for any claim arising out of or in connection with your use of the Website or your subscription of our sessions shall not exceed the total amount paid by you for the session(s) in respect of which the claim arises. Nothing in these Terms shall limit our liability for death or personal injury caused by our negligence, fraud, or any liability that cannot be limited under applicable law.

11. Force Majeure

We shall not be liable for any delay or failure in performance of our obligations under these Terms to the extent such delay or failure is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, floods, earthquakes, epidemics, pandemics, government actions, war, civil unrest, strikes, fire, power failure, failure of telecommunications networks, or actions of third-party service providers. In the event of a force majeure event, we shall notify you as soon as practicable and shall take reasonable steps to minimize the impact on our obligations to you.

12. Amendments to Terms

We reserve the right to amend these Terms at any time without prior notice. Any such amendment shall be effective immediately upon posting on the Website. Your continued use of the Website following any amendment shall constitute your acceptance of the revised Terms. We recommend that you review these Terms periodically to stay informed of any changes. Material changes shall be communicated by email to registered users.

13. Termination of Access

We reserve the right to suspend or terminate your access to the Website and your account at any time, with or without notice, for any reason, including if we believe you have violated these Terms, engaged in fraudulent activity, or if required to do so by applicable law. Upon termination, all rights granted to you under these Terms shall immediately cease, and you shall promptly destroy any content downloaded from the Website.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination, or invalidity thereof, shall first be attempted to be resolved through mutual discussion within fifteen (15) days of written notice. If not resolved, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended. The seat of arbitration shall be Hyderabad, Telangana. The language of arbitration shall be English. The award shall be final and binding. Nothing herein shall prevent either Party from seeking interim relief from a court of competent jurisdiction.

Subject to the arbitration clause above, the courts at Hyderabad, Telangana have exclusive jurisdiction over any dispute arising out of these Terms.

15. Grievance Officer for Terms of Use

For any complaints or grievances arising under these Terms, you may contact our Grievance Officer at:

Grievance Officer

Ashya Foundation

Floor 10, Vajram CMR One, Raidurg, Gachibowli, Hyderabad, Telangana 500081

Email: info@ashyayoga.com.

We shall endeavour to resolve your grievance within thirty (30) days of receipt.

16. Severability and Waiver

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. The failure of either Party to exercise or enforce any right under these Terms shall not constitute a waiver of such right.

17. Entire Agreement

These Terms, together with our Privacy Policy and any other policies published on the Website from time to time, constitute the entire agreement between you and Ashya Foundation with respect to the subject matter hereof and supersede all prior negotiations, representations, and agreements, whether oral or written.