

YOGCAR SAFETY AND DISCLAIMER MESSAGES

For the most up to date disclaimer please view the disclaimer here: www.yogcar.com/disclaimer

AN IMPORTANT SAFETY MESSAGE

While using the Yogcar app you will be driving a vehicle. Your primary concern at all times should be road safety. Please observe the following when using Yogcar:

1. Yogcar is primarily an audio app designed for “hands-off” operation – you only need to listen to it while driving. You should set up and start your Yogcar session before you start your journey. The app is designed so that you do not need to use the touch screen of your phone while you are driving. If you want to stop listening to the app simply turn down the volume of your car audio system or select another input such as your radio.
2. Keep your primary focus on traffic and your driving at all times and when you are undertaking driving actions such as turning corners, changing lanes, parking, looking for an address etc, just ignore the Yogcar instructions completely. The exercises will come around again - safety is and must be your main priority.

DISCLAIMER

In return for supplying to you and permitting you to use the Yogcar app (**App**), you agree with Yogcar Pty Limited ACN 614 479 266 (the **Operator**), to the following terms and conditions:

1. Participating in a Yogcar session or undertaking other activities such as listening to a radio or conducting a conversation (whether in person or via a hands free telephone) while driving a vehicle necessarily involves some level of multitasking. You acknowledge that undertaking such activities while driving a motor vehicle necessarily involves some risk because you are not focusing 100% on driving. The Operator believes that the degree of multitasking involved in undertaking a Yogcar session is no more than these other activities that are typically undertaken by drivers and, in addition, numerous reminders to stay attentive to and focused on driving are an important component of Yogcar sessions. It is a condition of using the App that you accept all risks associated with such use and release the Operator and associated entities and their personnel from any liability arising from or in connection with such use (see Release and Indemnity, below).

Consent and Acknowledgements

2. You hereby voluntarily consent to accept all risks associated with use of the App.
3. You acknowledge that you do not rely on any statement made to you about the benefits of using, or the safety of, the App.

4. The copy of the App to be supplied to you (**Your App**) is for use by you on your personal device only. The copying of Your App, the transfer of Your App to another device that may be used by others, and permitting, or failing to take steps to prevent, the use by another person of Your App on your device is strictly prohibited. You must delete Your App from your device when requested by the Operator in writing.

5. You acknowledge

a. that it is a critical term of any contract permitting a person to use the App that the user releases the Operator and its associates from any liability associated with such use and

b. that if you permit another person to use Your App, that person will not have given such a release and

c. that accordingly it is fair and reasonable that you indemnify the Operator and its associates against any loss or damage suffered by them arising from or in connection with your failure to comply with clause 4 above.

6. You represent that you have read and understand and agree to the provisions of this document, which you acknowledge is legally binding, and that you are at least eighteen (18) years of age and have full legal capacity.

Release and Indemnity

7. In consideration for you using the App, you hereby release the Operator, its associated entities, and their respective officers, agents, employees and volunteers (hereinafter referred to as the **Releasees**) from any and all liability, causes of action, claims, demands, actions and suits in respect of any loss, damage, personal injury (whether or not leading to permanent incapacity or death), costs and expenses (including medical and legal costs) suffered by you or such other person, as a result of or in connection with you using the App.

8. You further hereby agree to indemnify and hold harmless the Releasees from and against any and all liability, causes of action, claims, demands, actions and suits that they may incur or suffer in respect of any loss, damage, personal injury (whether or not leading to permanent incapacity or death), costs and expenses (including medical and legal costs) suffered by any person using Your App.

9. This document binds your spouse, members of your family, your successors and legal personal representatives.

10. This document is governed by the laws of State of New South Wales.