

Fertility Yogi Terms and Conditions

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I. Overview and Binding Agreement

Your access to and use of the Website, Products and Services, and all other Materials (each defined within *Part II. Core Definitions*) are subject to these legally binding Terms and Conditions. Carefully read these Terms and Conditions before engaging in such access or use. Such access or use is conditional upon your

acceptance of these Terms and Conditions in their entirety without exception and without reservation, and shall indicate in fact your acceptance of these Terms and Conditions with the sufficient capacity required under applicable law. If you do not agree to these Terms and Conditions, do not access or use the items listed above.

The Products and Services, along with all other Materials, shall be used only for your direct beneficial purposes in accordance with these Terms and Conditions, and as intended by Fertility Yogi in its sole and absolute discretion. You agree not to permit or facilitate any third party access to or use of same, except as expressly permitted by these Terms and Conditions.

II. Definitions

“**CAA**” means the Canadian Arbitration Association.

“**Materials**” means all content, inclusive of text, images, audio clips and video clips: (i) published on the Website at any time, (ii) accessible through the Website at any time inclusive of User Postings but subject to *Part VI. Hyperlinks to Third Party Websites*, and (iii) associated with, developed by, or administered by Fertility Yogi in the Products and Services.

“**Products and Services**” means any product or service Fertility Yogi sells, provides for free or administers access to, irrespective of whether any third party is involved with the transaction, content delivery or platform access, including but not limited to blog posts, podcasts, Social Media Channels, courses and videos.

“**Related Parties**” means any of Fertility Yogi’s principals, directors, officers, employees, agents, contractors, affiliates, parent entities, subsidiaries, partners, investment entities or targets, trustee(s), investors, or vendors.

“**Social Media Channels**” means Fertility Yogi’s feeds, groups and channels on Facebook, Instagram, YouTube, X, and any other social media or message boards platforms hosted or administered by Fertility Yogi.

“**Terms and Conditions**” means the present document, ‘Fertility Yogi Terms and Conditions’.

“**User Postings**” means text published by clients, customers or subscribers on or through the Website or any Social Media Channel.

“**Website**” means the Fertility Yogi website with domain fertilityyogi.com.

III. Restricted Clients, Customers and Subscribers

Fertility Yogi caters exclusively to adult clients, customers and subscribers without mental incapacity. Access to or use of the Website, or Products and Services, by anyone under the age of majority in their jurisdiction, or without the requisite mental capacity as stated, is strictly prohibited.

IV. Termination of Access

You agree that Fertility Yogi, in its sole and absolute discretion, may:

1. suspend or terminate your right to access or use the Products and Services, and
2. remove and discard any User Postings

at Fertility Yogi's convenience or for any reason, including without limitation if you fail to provide payment for a Product and Service by the due date indicated on an invoice from Fertility Yogi, or if we otherwise believe that these Terms and Conditions may have been or may be violated.

You agree that any suspension and/or termination of your access to the Products and Services may be effected without prior notice, and with no liability accruing on behalf of Fertility Yogi or any Related Party, as a result of any such suspension or termination.

V. Intellectual Property

All rights arising from the laws of copyright, moral rights, designs, trademarks, trade names, trade dress, trade secrets, unfair competition, licensing and all other areas of intellectual property protection are hereby reserved to Fertility Yogi or its principals, as appropriate, in respect of the Materials.

No party other than Fertility Yogi has been, is, or will be granted intellectual property rights over the Materials, in whole or in part, unless Fertility Yogi specifically and absolutely states otherwise. Sharing, disclosing, transmitting, translating, modifying, creating derivative works of, adapting or imitating any of the Materials is strictly prohibited, whether done by you directly, or done by a third party enabled through your action or inaction. Infringement of Fertility Yogi's intellectual property rights will be prosecuted to the full extent of applicable law.

Unauthorized copying, publication, re-transmission, broadcast, circulation, selling, reproduction, redistribution or exploitation of the Website or Materials is strictly prohibited, except as expressly authorized by Fertility Yogi in writing. Anyone wishing to use the Website or Materials for commercial use, publication, re-publication, or any purpose that could affect the financial or reputational interest of Fertility Yogi or any Related Party, must request and receive prior written permission from Fertility Yogi.

You covenant and agree not to use any screen scraping, framing, bots, spiders, crawlers, avatars, intelligent agents or other automated processes on the Website or the Materials without Fertility Yogi's express written consent, and to take all reasonable measures to prevent same. Permission for such uses may be granted on a case-by-case basis at the sole and absolute discretion of Fertility Yogi. A usage fee may be assessed depending on the type and nature of the proposed use. You also covenant and agree not to employ any meta tags or any other "hidden text" utilizing the name or intellectual property of Fertility Yogi or any Related Party without the express written consent of Fertility Yogi.

VI. Hyperlinks to Third Party Websites

The Website contains hyperlinks to webpages on third party websites. Such third party websites are not under the control of Fertility Yogi, and Fertility Yogi is not responsible for the contents of any webpage on such third party websites. The referenced hyperlinks are provided as a convenience only, and shall not be construed as an endorsement of, sponsorship of, or affiliation with any third party website or its webpages, as appropriate.

VII. Social Media Channels and User Postings

A supportive environment shall be maintained on all Social Media Channels. You agree not to use, or to encourage or permit others to use, Social Media Channels in a manner that involves unlawful, threatening, abusive, lewd, profane, or otherwise reprehensible conduct as determined by Fertility Yogi in its sole and absolute discretion. Reporting bugs or voicing discontent is not permitted through the Social Media Channels. Any concerns must be submitted privately to Fertility Yogi by e-mail using the contact information set out below, without any intention on your behalf to further circulate such e-mail or resulting e-mail discussion.

Marketing or promotion of a business or venture that is or would be a direct competitor of Fertility Yogi, through the Social Media Channels, is expressly prohibited without the written consent of Fertility Yogi. Unless invited to do so without any prior solicitation in writing, you agree not to contact other Fertility Yogi clients, customers or subscribers through the Social Media Channels, e-mail, telephone calls, SMS, mailings or any other method of communication.

You grant Fertility Yogi a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to adapt, display, distribute, modify, perform, publish, reproduce, translate, and use your User Postings for the purpose of operating, marketing and improving the Products and Services, and enabling your use of the Products and Services.

You agree that Fertility Yogi is not bound to treat any User Posting as confidential, and may use any User Posting in its business (including without limitation for Products and Services, marketing, or advertising), without incurring any liability for royalties or any other consideration of any kind, and without incurring any liability as a result of any similarities between the content of User Postings and future Fertility Yogi operations or businesses.

VIII. Investigation

Fertility Yogi has the right to investigate and prosecute violations of these Terms and Conditions, and may involve law enforcement authorities in such prosecution. You acknowledge that Fertility Yogi has no obligation to monitor your access to or use of the Products and Services, but has the right to do so for the purpose of providing the Products and Services, in order to ensure your compliance with these Terms and Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

IX. Electronic Communications

You consent to receive communications from Fertility Yogi electronically. You agree that all agreements can be entered into and signed electronically, whether by e-signature or by opting in via activation of a checkbox, in accordance with applicable law. All notices, disclosures, and other communications provided to you by Fertility Yogi electronically shall satisfy any legal requirement that such communications be in writing.

X. Medical Disclaimer

The Materials are based on the opinions of Meena Phull, Principal of Fertility Yogi. Meena's credentials and experience are provided on the Website. She is not a dietitian, physician, pharmacist or other licensed healthcare professional. The Materials do not constitute medical advice, pregnancy advice, birthing advice, a replacement for the care of a qualified healthcare professional, or a medical opinion on the diagnosis or treatment of any disease or condition.

We are not responsible for any reliance on the Materials for any purpose. Always consult with your primary care physician or licensed healthcare provider for diagnosis and treatment of diseases or conditions, medications, or medical advice related to a change in your healthcare regimen.

For more information, e-mail Fertility Yogi using the contact information set out below.

XI. Relationship of Parties

Nothing contained in these Terms and Conditions, any document referenced in *Part XVII. Entire Agreement*, or any business or operational practice of Fertility Yogi, shall be deemed to create a relationship of medical practitioner and patient, medical practitioner and medical client, principal and agent, partnership, joint venture, or any other formal association between you (as the first party), and Fertility Yogi or any Related Party (as the second party).

XII. Disclaimer of Warranties

Fertility Yogi works hard to provide the best Materials, inclusive of Products and Services, to market. We also endeavour to go above and beyond to specify clear guidelines for our clients, customers and subscribers. However, the Materials inclusive of Products and Services are provided "as is". To the extent permitted by applicable law, Fertility Yogi makes no guarantee that such Materials will always be safe, secure, or error-free, or that they will function without disruption, delay, or imperfection. To the extent permitted by applicable law, Fertility Yogi also disclaims all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, quality of information, title, and non-infringement.

You assume total responsibility and risk for your access and use of the Website, Materials inclusive of Products and Services, and hyperlinked third party sites. Fertility Yogi does not warrant that files available for download will be free of viruses, worms, Trojan horses or other destructive programming. You are responsible for implementing procedures sufficient to satisfy your needs for local data back up and security.

XIII. Limitation of Liability

In no event shall Fertility Yogi or any Related Party, as appropriate, be liable for any direct, special, indirect, incidental, consequential (including without limitation loss of revenue or profits), punitive, or exemplary, damages of any kind, or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise), arising out of access to or use of the Website or Materials, or delay or inability to access or use same. This limitation of liability applies even if Fertility Yogi or any

Related Party, as appropriate, has been advised of the possibility of such damages in advance. Your sole remedy for dissatisfaction with the Website or Materials is to stop accessing and stop using same.

To the extent any aspect of the foregoing limitations of liability are found not enforceable, the respective liability of Fertility Yogi or any Related Party, as appropriate, shall be limited to the lowest of the following amounts: (i) \$100 (One Hundred Dollars), (ii) the amount of insurance coverage confirmed by the relevant insurer(s) to be available to Fertility Yogi or the Related Party, as appropriate, for such fault, and (iii) the minimum amount claimable under applicable law.

Notwithstanding the foregoing, no liability shall attach to Fertility Yogi for any loss brought about or contributed to by the dishonesty or deceit of a claimant.

XIV. Indemnity

As a condition of your access to and use of the Website, Materials, or Products and Services, you agree to indemnify Fertility Yogi and all Related Parties from and against any and all liabilities, expenses (including legal fees) and damages arising out of actual or potential claims resulting from such access or use, including without limitation any claims alleging facts that, if true, would constitute a breach of these Terms and Conditions.

XV. Assignability

These Terms and Conditions do not confer any third party beneficiary rights. No person conferred with rights or obligations under these Terms and Conditions may transfer such rights or obligations to anyone else without Fertility Yogi's express consent in writing, such consent not being subject to any reasonableness requirement. All of the rights and obligations of Fertility Yogi or Related Parties under these Terms and Conditions are freely assignable in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

XVI. Force Majeure

Fertility Yogi will be not liable for any default or delay under these Terms and Conditions, if such default or delay results from causes beyond its reasonable control, including but not limited to acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, trade/economic sanctions, embargoes, export control requirements, orders, pandemics or restrictions, third party suppliers, denial of service attacks and other malicious conduct, utility failures, or power outages.

XVII. Entire Agreement

These Terms and Conditions, along with any and all other legal notices, policies and guidelines of Fertility Yogi accessible from the Website, Materials, Products and Services, or any other channel(s) expressly approved in writing by Fertility Yogi, constitute the entire agreement between you and Fertility Yogi regarding your access to and use of the Website, Materials, and Products and Services, and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding same. The above referenced documents may not be amended or modified except in the sole and absolute discretion of Fertility Yogi and pursuant to applicable law.

XVIII. Interpretation

Subject to applicable law, any interpretation associated with these Terms and Conditions will be made exclusively and absolutely by Fertility Yogi. Where applicable law compels another body to interpret these Terms and Conditions, they shall not be interpreted with any presumption against Fertility Yogi as the party causing these Terms and Conditions to be drafted.

These Terms and Conditions may include examples; however these Terms and Conditions shall not be restricted in their application to such examples. Therefore, where the word “including” is used, it shall mean “including without limitation”. The word “or” as used in these Terms and Conditions is meant to include all listed items, rather than imply a singular choice between such listed items. All references to money amounts in these Terms and Conditions, unless otherwise specified, are in Canadian Dollars.

These Terms and Conditions do not create or confer upon you or any third party any rights, or impose upon Fertility Yogi any obligations, beyond or in addition to the content of applicable laws.

XIX. Severability

If any sentence, part, or provision of these Terms and Conditions is found illegal, unenforceable, or in conflict with any valid controlling law, the validity of the remaining Terms and Conditions shall not be affected thereby. Rather, these Terms and Conditions shall be interpreted, in respect of the specific case and the specific offending language, to give effect to and comply with such law, but without any disadvantage to Fertility Yogi as the party causing these Terms and Conditions to be drafted.

XX. Limitation Period

No dispute or controversy shall be raised against Fertility Yogi or any Related Party in respect of any claim that was reasonably discoverable more than six months prior to notice of such claim being brought to Fertility Yogi’s attention, in writing, using the e-mail address provided below or by other written means recognized under applicable law.

XXI. Choice of Law and Jurisdiction

Fertility Yogi is domiciled in Ontario, Canada. These Terms and Conditions shall accordingly be construed in accordance with the substantive laws applicable within Ontario, Canada, inclusive of the federal laws of Canada, without regard to the conflict of laws rules applicable therein. Except those questions affecting the construction or enforcement of any intellectual property rights, which shall be determined by the laws under which such rights are granted, registered, or protected, these Terms and Conditions, any document referenced in *Part XVII. Entire Agreement*, and any other future contract between you and Fertility Yogi regarding the Website, or Materials inclusive of Products and Services, shall be governed by the laws of, and fall exclusively under the territorial jurisdiction of, Ontario, Canada.

You agree to attorn exclusively to the territorial jurisdiction of, Ontario, Canada, and waive any possible objections regarding choice of law and territorial jurisdiction as set out herein. For the purpose of all legal proceedings, performance under these Terms and Conditions shall be deemed to have taken place in Ontario, Canada.

XXII. Dispute Resolution

The parties agree to attorn to the exclusive jurisdiction of mediation and arbitration in Ontario, Canada. Any right to a trial by jury or to commence or participate in any class action against Fertility Yogi or Related Parties, as related to the Website, Materials inclusive of Products and Services, the Fertility Yogi Privacy Policy, any other document referenced in *Part XVII. Entire Agreement*, or any business or operational practice of Fertility Yogi, is hereby waived by you.

Any dispute or controversy arising under or in connection with the foregoing must first be submitted to mediation as set out below. With respect to any issues not resolved at mediation, the dispute shall then be submitted to arbitration as set out below.

Any party to the dispute may serve notice on the other(s) of its intention to resolve the dispute by mediation. The mediator shall be appointed by agreement between the parties or, if the parties cannot agree within five days after receipt of the notice of intention to mediate, the mediator will be appointed by the CAA. The mediation will be held in Toronto, Ontario, Canada. The Parties shall attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the parties. If the dispute has not been resolved within thirty days' receipt of the notice of intention to mediate, any party may terminate the mediation and proceed to arbitration as set out below.

After mediation has terminated or otherwise failed to resolve all live issues arising from the dispute, any party may serve notice of its intention to refer the dispute to arbitration. The dispute shall then be referred to arbitration at the CAA pursuant to the CAA's Arbitration Rules. The arbitration shall be conducted by a single arbitrator, in person. The arbitration shall be held in Toronto, Ontario, Canada. The arbitration shall proceed in accordance with the provisions of Ontario's *Arbitration Act* and *International Commercial Arbitration Act*, each as amended or replaced from time to time. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

Notwithstanding the foregoing, nothing herein shall preclude any party from seeking injunctive relief in the event that the party perceives that without such injunctive relief, serious harm may be done to the party.

XXIII. Inquiries or Concerns

If you have any questions about these Terms and Conditions, please contact Fertility Yogi by e-mail at: [fertilityyogi\[at\]gmail\[dot\]com](mailto:fertilityyogi@gmail.com) (full hypertext version not provided to avoid bot-spamming). We will endeavour to answer your questions in a timely manner, and to advise you of any steps taken to address the issues raised. Correspondence from you beyond this method of communication may not be responded to in a timely manner or at all.

XXIV. Waiver

No waiver of these Terms and Conditions, or any other document referenced in *Part XVII. Entire Agreement*, in whole or in part, shall be effective unless made by Fertility Yogi in writing and signed by a

principal of Fertility Yogi. No delay, omission or failure by Fertility Yogi to exercise any right, power or remedy under same shall be deemed to be a waiver of such right, power or remedy.

XXV. Revisions to these Terms and Conditions

From time to time, Fertility Yogi may revise these Terms and Conditions to reflect changes in its legal obligations, or the manner in which it deals with you. Updates to these Terms and Conditions are effective immediately upon publication to the Website. Fertility Yogi encourages you to refer back to these Terms and Conditions on a regular basis. Your continued access and use of the Website, or Materials inclusive of Products and Services, after any such revisions are published to the Website constitutes your acceptance of and agreement to these Terms and Conditions as revised.

These Terms and Conditions, version 1.0, were last updated on November 29, 2024.