

Terms of Use

This document sets out the terms of use on which you may make use of the website www.thecaribyogi.com (the “site”) (the “Terms of Use”). Please read the Terms of Use carefully before you start to use the site. By using the site, you indicate that you accept these Terms of Use and the Privacy and Cookies Policy (the “Terms and Conditions”) and that you agree to abide by them. If you do not agree to the Terms and Conditions, please refrain from using the site.

In these Terms of Use, expressions beginning with a capital letter usually have a specific meaning that is defined in these Terms of Use.

For information about how we use cookies on thecaribyogi.com, please see our Privacy & Cookies Policy.

INFORMATION ABOUT THE COMPANY

www.thecaribyogi.com is a site operated by Aryan Engineering Advisory Services Limited (the “Company”). The Company is a limited company registered in Trinidad and Tobago under company number C2016102700185 and Computer ID No. 1757738 and its registered office is at 67 Silk Cotton Circular, Valley View, Maracas St. Joseph on 25th October 2016.

Please note that this is an address to which you can send fan mail.

ACCESSING THE SITE

You will need an internet connection and a browser to access the pages on thecaribyogi.com and to use the features we provide. Access to the site is permitted on a temporary basis, and the Company reserves the right to withdraw or amend the site without notice (see below). The Company will not be liable if for any reason the site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these Terms of Use, and that they comply with them.

If you are a parent or guardian and provide your consent to your child's use of the site, you are agreeing to be bound by these Terms of Use in respect of your child's use of the site.

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THE SITE CHANGES REGULARLY

The Company's aim is to update the site regularly, and may change the content at any time. If the need arises, the Company may suspend access to the site, or close it indefinitely. Any of the content on the site may be out of date at any given time, and the Company is under no obligation to update such content.

THE COMPANY'S LIABILITY

The content displayed on the site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, the Company and third parties connected to it hereby expressly exclude:

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Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the site or in connection with the use, inability to use, or results of the use of the site, any websites linked to it and any content posted on it, including:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill; and

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect the Company's liability for death or personal injury arising from its negligence, nor the Company's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INDEMNITY

You agree only to use thecaribyogi.com in accordance with the Terms and Conditions. You agree that you will compensate us (and our employees, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms and Conditions or any liability we incur as a result of your use of jkrowing.com and/or any other services we provide.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

We take your privacy very seriously. Please read our Privacy & Cookies Policy to see how the information that you provide to us is dealt with, what cookies we use and how to change your cookie settings.

VIRUSES, HACKING AND OTHER OFFENCES

You will only use thecaribyogi.com (and any information and content obtained from it) lawfully and only for the purposes for which it has been provided and in accordance with these Terms of Use.

You must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious, technologically harmful or disruptive. You must not attempt to gain unauthorised access to the site, the server on which the site is stored or any server, computer or database connected to the site or otherwise circumvent any technological security measures. You must not attack the site via a denial-of-service

attack or a distributed denial-of service attack. Except as permitted under these Terms of Use or applicable law, you must not copy, modify, reproduce, disassemble, broadcast, sublicense, republish, transmit, publicly perform, display or make available, remove, alter, adapt, sell, exploit, create derivative works from, or distribute our content or trademarks or any content or trademarks owned by our commercial partners (“Partners”) unless you have their explicit permission. You must not use or access thecaribyogi.com in any other unlawful manner and/or restrict or inhibit any other user from using and enjoying thecaribyogi.com. In the event of a breach of the terms of this paragraph, your right to use the site will cease immediately.

The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO THE SITE

You may link to the home page of the site, provided you do so in a way that is fair and legal and does not damage the Company, Shankarah Lessey’s reputation or take advantage of any of them, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement where none exists.

You must not establish a link from any website that is not owned by you.

The homepage must not be framed on any other site, unless the Company expressly agrees otherwise. The Company reserves the right to withdraw linking permission without notice.

If you wish to make any use of content on the site other than that set out above, please address your request to info@thecaribyogi.com. Please note that this is an email address to which you can send fan mail.

LINKS FROM THE SITE

Where the site contains links to other sites and resources provided by third parties, these links are provided for your information only. The Company does not review those third party websites, nor does the Company have any control over the contents of those sites or resources. The Company does not endorse or make any representations about the third party websites, or any products, services or content found there, or any consequences that may result from using them. The Company therefore accepts no responsibility for the sites or for any loss or damage that may arise from your use of them. If you decide to access any of these third party websites, you do so entirely at your own risk.

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In order to use such third party software or technology you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software, and make no representation, warranty or guarantee regarding the installation, use, availability or effectiveness of such software.

JURISDICTION AND APPLICABLE LAW

The Caribbean courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the site. Nothing in this paragraph shall deprive you of the right to bring or defend proceedings in your home state nor of the protection afforded to you by the mandatory rules of law of the country in which you live.

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

WRITTEN COMMUNICATIONS

When using thecaribyogi.com, you accept that communication with us will be by posting notices on thecaribyogi.com. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

VARIATIONS

The Company may revise these Terms of Use at any time by amending this page. See the end of these Terms of Use for details of the date when they were last updated. We may notify you of such changes by posting a copy of the revised Terms of Use on thecaribyogi.com. Each time you use jkrowling.com, the version of these Terms of Use in force at that time will apply to your use of thecaribyogi.com at that time.

OTHER IMPORTANT TERMS

Severability

If any part of these Terms of Use is found to be unenforceable as a matter of law, all other parts of these Terms of Use shall not be affected and shall remain in force. For the avoidance of doubt, should these Terms of Use or any part of them be deemed void or voidable, this shall not affect the validity of any licence provided under these Terms of Use.

Entire agreement

These Terms of Use govern our relationship with you and represent our entire agreement with you.

Subject to the above, we and you each acknowledge that, in entering into an agreement under these Terms of Use, neither you nor we have relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between you and us prior to such agreement except as expressly stated in these Terms of Use.

Assignment

This agreement is personal to you. You may not assign, transfer, sub-license or otherwise dispose of any of your rights under these Terms of Use.

Waiver

If you breach these Terms of Use and we choose to ignore your breach, we will still be entitled to exercise our rights and remedies at a later date or in any other situation where you breach these Terms of Use again.

Exclusion of third-party rights

These Terms of Use do not create any right enforceable by any person who is not a party to this agreement.

FURTHER INFORMATION AND HOW TO CONTACT US

If you have any questions above the information in these Terms of Use, or would like further information, please feel free to contact us (please note that this is an address to which you can send fan mail):

Aryan Engineering Advisory Services Limited

67 Silk Cotton Circular,

Valley View, Maracas St. Joseph

Trinidad, West Indies

Thank you for visiting www.thecaribyogi.com

27th April 2019