# TERMS AND CONDITIONS

LAST UPDATED 26/04/2023

IMPORTANT PLEASE READ THE TERMS & CONDITIONS CAREFULLY BEFORE CONTINUING

#### 1. Introduction

Welcome to Dira! We produce content, videos, training materials, products, services and/or other materials (collectively along with our titles, features, content, software, updates, audio content, video files, downloadable content, add-ons, and/or modified versions, "Content"), made available on our websites. These terms and conditions (collectively, the "Terms" or "Agreement") define your rights and obligations related to our Sites, Apps, and Content, your purchase, use, or downloading of any of our Content, services or offerings, participation in our events or promotions, and more generally use any of our other products or services (collectively with the Content, Apps, and Site, the "Services").

By using our website, you acknowledge that you have read and understood these terms of use (the "Terms"), which incorporate by reference our Privacy Policy, located at www.dirainternational.com/PrivacyPolicy, and agree to be bound by the Terms.

It is your obligation to review these Terms before using the Website. If you do not understand or have questions about the Terms, please stop all use of the Website and contact us at love@dirainternational.com.

#### 2. Definitions

- 'Agreement'. The following Terms of Use and Privacy Policy, as well as any other guidelines, rules or operating policies that Dira may establish and post at the Websites from time to time, all of which are hereby incorporated by reference. All of the foregoing, which are collectively referred to as the "Agreement," set forth the terms and conditions of a legally binding contract between each visitor to and/or user of the Websites (together with any business, entity or organization each such visitor and/or user may be representing) (referred to as "you" or "your") and Dira ("Dira," "we," "our" and "us").
- 'Confidential Information' and 'Intellectual Property' shall mean any information which Dira considers as proprietary and/or confidential including, but not limited to, all Dira content, services, offerings, training protocols, teachings, structure, exercises, theory, curriculum, anything viewed and anything heard, anything read, all experiences of individual and other participating members.
- 'Content' means any and all material, existing or having existed on the Website in any fashion from any origin and in any form whether digital, electronic, posted, deleted, archived, embedded, or linked or contained in any subpage of the Website or existing as data, designs, text (on every page of the Website, whether editorial, navigational, or instructional), images, graphics (including logos, buttons and other graphical elements on the Website, including the color combinations and the page layout of the Website, with the exception of the trademarks and intellectual property belonging to third parties), code or programming (includes both client-side code and server side code (including compiled or interpreted code in any computer language, databases, etc)used on the website), and includes all material that we have provided on or as part of the Website or which any Users have submitted, posted, uploaded, or otherwise provided to the Website. Content also includes the audio and/or video recordings, text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, and all of Dira's offerings including but not limited to courses, workshops, retreats, exercises, sessions, products, publications, talks, books, techniques, methods, whether free or purchased works of authorship of any kind, or other materials that are generated, provided, or otherwise made available through the Services.
- 'Dira' means the owner and operator of the website which is Dira Online L.L.C -FZ, registered in Dubai Meydan Free Zone and other Dira companies include but are not limited to Dira International (Ireland), Dira Publishing Limited (England), Dira International Developments & Investments LLC (Oman).
- 'Facilitator' and person or entity that offers or produces content or services for Dira.
- 'Fee' means the amount that the visitor will pay for a service.
- 'Licence' means to use the Content solely for your permitted use within the Services (collectively, the "License").
- 'Live' means an event that takes place at a set time either online or in person at a fixed time for a fixed duration.
- 'Offerings' mean any content, service, event (live, online, in person or recorded), membership, subscription, loyalty program, gift card, products, sessions, made available to access by Dira.
- 'Protocols' mean the proprietary processes, methods, sequences and teachings in content or offerings provided by Dira.

- 'Registered User' means a visitor that has registered to use the Websites and has subscribed to use one or more of the Services and will have a login and password.
- 'Services' means any of the products, content, offerings or services provided by or through Dira. The Websites may include some or all of the following: (a) a platform for the purchase and use of digital content, which allows end-users to purchase a subscription and/or stream pre-recorded audio and video content, documents and other products over the Internet for personal use, (b) an e-commerce site, which allows visitors to purchase products, content and offerings from the Dira online store, and (c) one or more websites where other online content (including content provided by Dira Website visitors and third parties), resources, tools, products, services, communications and social networking features may be accessed and used. (e) Event bookings. All of the foregoing are collectively referred to as "Services" but are not limited to these.
- 'The Company' means Dira.
- 'User' means any person or entity, as the case may be, who accesses the Website. As a User, you are subject to these Terms & Conditions and our Privacy Policy and agree to abide by all terms and conditions contained in these Terms.
- 'Visitor' means the individual that simply browse one or more of our Websites.
- 'Website' means the website located at www.dirainternational.com

# 3. Acceptance of Terms and Agreement to Be Bound.

The Services are offered to you on the condition that you accept and agree to be bound by this Agreement in its entirety without modification of any kind. By accessing and/or using any of our Websites, you agree to be bound by this Agreement, whether you are a Visitor or a Registered User. If you do not accept the terms of this Agreement, you are not permitted to use the Websites and/or subscribe to the Services, and you are obliged to exit all of the Websites and discontinue any and all use of the Websites and the Services immediately.

#### Age

By entering into this Agreement, you are confirming you are an adult of legal age, you understand and accept this Agreement, and you are legally and financially responsible for all actions using or accessing the Services. If you are under the legal age of majority, your parent or legal guardian must consent to this Agreement. If you (or your parent or legal guardian) do not or cannot agree to the terms of this Agreement, you may not use our Services. By using any of our Services, you confirm that all information you submit is correct.

#### **Privacy policy**

This Agreement is a legal agreement between you and us and it describes the terms and conditions for using the Services. In addition, by agreeing to this Agreement, you are also expressly agreeing and acknowledging that various third-parties may be exercising some of our rights on our behalf under the Agreement. By accepting and agreeing to this Agreement, you are also agreeing to our Privacy Policy, which is expressly incorporated in full into this Agreement. Our Privacy Policy describes the types of data we collect from you and your devices, how we use your data, and the legal bases we have to process your data.

#### Third-party agreements

By accepting and agreeing to this Agreement, you are also agreeing to all terms of service and use, legal requirements, privacy policies, and any other agreements, terms and conditions of the third-party platforms used to access, download, store, and/or use the Services. Please review those third parties' terms, policies, and agreements carefully. We are not responsible for the terms, policies, disclosures or actions of any third-party platforms.

#### Amendments to this agreement

We may modify this Agreement from time to time, and, to the greatest extent permitted by law, such modifications shall be effective upon posting at any of our Websites. Any changes to these Terms will be effective immediately upon our posting them to the Website, unless otherwise stated. We reserve the right to change the contents of the Website at any time, with or without notice. By accessing and/or using any of our Websites after any such modification is posted, you are agreeing to be bound by such modifications. You also acknowledge and agree that it is your responsibility to monitor the Websites for the posting of modifications and to review such modifications on a regular basis. If you do not agree to be bound by any future modifications of this Agreement, your exclusive remedy is to cancel your account and discontinue your use of the Websites and the Services. Unless expressly provided herein, any new features, tools, products and/or services that change, augment, enhance or upgrade the current Websites and/or the Services will be subject to this Agreement.

#### Action

If you breach these Terms we may take action against you, including but not limited to terminating your Account and/or disabling your access to the Services. You acknowledge that we have no obligation to, and will not, reimburse or refund you for Services or other purchases and/or downloads lost due to involuntary suspension or termination of your Account.

# 4. Intellectual Property

#### **Rights**

Dira owns all intellectual property rights relating to the Dira brand and other content including: copyright, trademark, service mark, trade name, trade dress, logo, patents and patentable subject matter, trade secrets, data elements and other Content that has or provides the "look and feel" of the Dira brand image, as well as our own Content, including the text, graphics, programming (including source and object code), photographs, video, and audio contained in the Website (the "Intellectual Property"). All other intellectual property not owned by Dira is the property of its respective owner or licensee, as the case may be.

We reserve all rights to all of our Intellectual Property. Your use of the Website does not grant you any rights or licenses relating to the Intellectual Property, except as expressly provided for in these Terms.

You may not display, copy, modify, create derivative works of, sell, or distribute any of the Intellectual Property or use it in any other way for public or commercial purposes except in accordance with these Terms and the intended purpose of the Website.

#### **Intellectual Property**

The client undertakes not to disclose or disseminate (or not cause to be disclosed or disseminated), whether directly or indirectly, Confidential Information to any third party, without the express prior to the written authorization of Dira. There shall be no reproduction, reimplementation, reuse, or teaching of all content, service, offerings and protocols and Intellectual Property shared by Dira.

The materials presented are proprietary, copyrighted and cannot be copied or replicated and are not for resale. I agree not to record or replicate anything. I agree not to teach others any of the teachings from Dira unless I am fully trained and qualified by Dira and earn my living doing so.

The Content is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Content is being transferred or assigned to you and the Terms should not be construed as a sale of any rights in the Content. Dira retains all right, title, and interest to the Content, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio files, MP3 files, video files, audiovisual files, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. Dira has the right to remove some or all of the Content from the Sites or Apps at any time for any reason.

The Content is protected by U.S. and UK copyright and trademark laws and any other applicable intellectual property laws and treaties throughout the world. You acknowledge that all copyrights and other intellectual property rights in the Services are owned by us or our third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws and all other applicable laws. All rights in product names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of our Content and Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to us or our licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws.

The Content may not be copied, reproduced, altered, modified, or distributed in any manner or medium, in whole or in part, without prior written consent from Dira. All rights not expressly granted under this Agreement are reserved by Dira.

# Infringing Third-Party Intellectual Property - Digital Millennium Copyright Act (DMCA) Notices; Copyright Agent

We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate or suspend use of the Website to Users who infringe the intellectual property rights of others.

We will respond to claims of copyright and trademark infringement in accordance with applicable law. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under applicable law.

To the best of our knowledge, the Content that appears on our Services does not infringe the copyrights of others. If you believe that your work has been copied in a way that constitutes copyright infringement by any content or material on our Services, please provide the following information in writing to us for further detail:

- 1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- 2. A description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, like the site URL of the material.
- 3. Information so that we can contact you, such as address, telephone number and electronic mail address.
- 4. A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- 5. A statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

If you believe that we improperly removed or disabled content or materials you posted, uploaded or submitted to the Services, please provide the following to us for further detail:

- 1. Your physical or electronic signature.
- 2. A description of the materials that have been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- 3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- 4. Your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

Once a proper, bona fide notification of infringement is received by the designated agent, our policy is to:

- Remove or disable access to the allegedly infringing material;
- Notify the User whose material has been removed or disabled; and
- For repeat, flagrant, or bad-faith offenders, remove the allegedly infringing material from the Website and, in our discretion, terminate such User's access to the Website and the Services.

• Responding to a Notice of Infringement

#### 5. Licence Grant

We hereby grant you a limited license to view and use the website solely for your Personal use and only as an aid to properly engaging with the Website as a User. Subject to these Terms and your compliance therewith, Dira grants to you a personal, nonexclusive, non-transferable, non-sublicensable, revocable, limited right and license to download, play, listen to, display, and use the Content solely for your permitted use within the Services (collectively, the "License").

The rights granted to you under the License are subject to these Terms and your full compliance with the Terms, and you may only make use of the License if you comply with all applicable Terms.

Individuals under the age of 18 may access the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and responsible for all of the User's actions taken on the Website. These age restrictions are based on the applicable law for the benefit of such children.

Any unauthorized use by you or on your behalf, including as described in this section of these Terms, will automatically terminate the license granted by us, and you may not thereafter use the Website for any personal or business purpose.

Except as provided in these Terms or by the Website itself, you may not:

- use (or plan, encourage or help others to use) the Website for any purpose or in any manner that is prohibited by these Terms or by applicable law;
- download (other than page caching), excerpt, summarize, copy, or create derivative works from any portion of the Website;
- gather information from the Website from data mining, robots, spiders, or similar extraction tools;
- interfere with the proper operation of the Website including by attacking, hacking into, or otherwise attempting to penetrate any non-publicly accessible elements of the Website or its servers or network, through the use of bots, Trojan horses, Viruses, DNS attacks, or any other technology that is designed or intended to interfere with the proper operation of the Website or the use of the Website by any User;
- circumvent or attempt to circumvent any security or access control technology implemented on the Website or its associated servers and networks;

- advertise or otherwise engage in any commercial endeavor, including any pyramid, network marketing, Ponzi, or similar scheme;
- impersonate or misrepresent your connection to any other entity or person or otherwise manipulate identifiers to disguise the origin of the content;
- disrupt the normal flow of communications or affect the ability of any User to use this Website; or
- advocate illegal activity or an intention to commit an illegal act or violate any applicable local, state, national or international law.
- use the Services, Content, or any parts thereof commercially or for a promotional purpose, or otherwise commercially exploit same;
- distribute, lease, license, sell, rent, display, or otherwise transfer or assign the Content, or use them in a way that is not expressly authorized in the Terms;
- make a copy of any Content, or any part thereof, or otherwise make same available on a network for use or download;
- modify or delete any portion of the Content, or any audio-video files made available therein;
- use the Services, Content, or any parts thereof to promote or endorse any third-party causes, ideas, Web sites, products or services;
- reproduce, edit, re-transmit, redistribute, or in any way repurpose the Content, or any audio-video files made available therein;
- remove, disable, circumvent, or modify any proprietary notice or label or security technology included in the Content;
- use the Services, Content, or any parts thereof to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights;
- use, export, or re-export the Services, Content, or any parts thereof in violation of any applicable law or regulation.
- bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented to protect the Content or Services;
- delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Services, or Content;

Use of this Website is not a legal right. We reserve the right to suspend or terminate your access to the Website for any reason or no reason at any time, in our sole discretion without considering the potential ramifications on you and your activities. You agree that you are responsible for your own conduct while using our Services and/or accessing our Content, and for any consequences thereof.

### 6. All Visitors & Users

#### **Information You Provide**

If you choose to provide any personal information via this Website, the information will be used only for the purposes described in our Privacy Policy. We may collect or share certain information based on your usage of the Website, as described in, and subject to, our Privacy Policy.

To facilitate communications between you and us, this Website offers you the ability to contact us. Although we strive to protect and secure our online communications and use the security measures detailed in our Privacy Policy to protect your information, you and we both acknowledge that no data transmitted over the Internet can be guaranteed to be completely secure and that no security measures are perfect or impenetrable. You agree to release us from (1) any liability to you for any unaccepted or unprocessed email instructions or requests and (2) any loss or damage arising out of any unauthorized use by third parties of any information that you send by email. If you would like to transmit sensitive information to us, please contact us, without including the sensitive information, to arrange a more secure means of communication.

The Websites and the Services may include features that permit you to post User Content, which includes and applies to (but is not limited to) content of your own, comments on the User Content posted by other Registered Users, and communications with other Registered Users. Such User Content includes but is not limited to information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials.

We and our Services may offer various opportunities to interact and share your opinions and thoughts with us and others, or via various forums, social media pages, or other community initiatives. However, please note that the opinions or views expressed, or statements made via posts, user comments, feedback, "wiki" entries, online chat, or via other features (collectively referred to herein as "User Comments"), do not reflect the opinions or views of Dira.

We do not review, edit or modify User Comments. However, we reserve the right to remove or modify any User Comments for any reason. By sharing User Comments and accepting the terms of this Agreement, you acknowledge that we may make such deletions or changes without notice to you, nor is any such change or removal subject to review, appeal or revocation.

We may also, from time to time, publicly share or redistribute User Comments on our Site. Subject to the Privacy Policy, any information, materials, suggestions, ideas, or comments you send to us (each, a "Submission") are deemed non-confidential. By sending us a Submission, you hereby grant, will grant, and agree to grant us an irrevocable and unrestricted worldwide license to use, modify, reproduce, adapt, transmit, sell, license and sub-license, create derivative works from, publicly display, perform, and distribute the Submission for any

purpose whatsoever (commercial or otherwise), in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, with no payment or other compensation to you. This grant includes the right to use the Submissions and any ideas, concepts, or know-how contained in the Submission for any purpose, including developing, manufacturing, distributing, or marketing products or services.

Similarly, if you provide us with any Feedback or Submissions, you hereby grant us a non-exclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit any and all Feedback for any purposes, for all current and future methods and forms of exploitation. "Feedback" means suggestions, comments, ideas, and all other types of information that you provide, publish or otherwise communicate directly or indirectly to us that relates to our Content and/or Services.

Dira does not claim ownership rights in any User Content that you post on the Websites or otherwise make available through the Services. Subject to the non-exclusive license contained below section ("License to Your Content"), as between Dira and you, you will retain all intellectual property rights that you may have in any User Content that originates with you.

In order to be able to offer you the use of our Websites and the Services pursuant to this Agreement, you are required to grant a license to Dira to use and distribute your User Content. This enables us to permit other Visitors and Registered Users to view and share your User Content, and to display your User Content in other places within the Websites. Accordingly, by posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "posting") any User Content on or through our Websites or the Services, you hereby grant to Dira a non-exclusive (meaning you can license the User Content to other parties as well), fully-paid, royalty-free, perpetual, irrevocable, worldwide license (including the right to sublicense) to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such User Content on and through the Websites and/or the Services, in print, or in any other format or media now known or hereafter invented, without any obligation of notification, compensation, attribution or consent. Notwithstanding the foregoing, we will not use your User Content to create commercial products such as books. For purposes of this section, "commercial products" does not include use on the Websites and the Services and/or the advertising, publicity, promotional and marketing materials for the Websites and the Services in any and all formats and media now known or hereafter invented. If you wish to remove any User Content from the Websites and/or the Services, the decision will be made by Dira alone in its sole and absolute discretion, and our decision may depend on the type of User Content, the location and manner of posting, and other factors. You may contact us at love@dirainternational.com to request the removal of certain User Content you have posted, but Dira (i)has no obligation to remove any such User Content, (ii)may choose whether or not to do so in its sole discretion, and (iii)makes no guarantee as to the complete deletion of any such User Content and copies thereof. In any case, a back-up or residual copy of any User Content posted by you may remain on Dira's

servers after the User Content appears to have been removed from the Websites and/or the Services, and Dira retains all rights granted in this section to all such remaining copies. You represent and warrant that: (i) you own all right, title and interest in all User Content posted by you on or through our Websites or the Services, or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your User Content on or through the Websites and/or the Services does not require the knowledge or consent of any third party and does not violate the privacy rights, publicity rights, copyrights, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

#### **Prohibited Information**

Please do not send us any confidential or proprietary information or trade secrets through the Website. They are not protected by any confidentiality agreement, and you do so at your own risk.

Information you submit through the Website or otherwise may not contain:

- Anything that violates any applicable law or regulations;
- commercial speech, such as links to other websites, solicit money or offer securities, or contain any chain letters, pyramid schemes; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; comments contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- the intellectual property of a third party, including trade secrets, except in accordance with applicable law (that is, fair use or appropriate permission) or infringe on such IP; violates any intellectual property or other proprietary right of any third party, including User Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- material that is false or misleading or impersonates another person, or misstates or misleads as to identity, gender, or age; or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- material that is harmful, threatening, abusive, harassing, tortious, defamatory, obscene, invasive of another's privacy, or otherwise unlawful; is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; discrimination or make discriminatory comments of any form or manner, including without limitation on the basis of race, gender, religion, sex, gender identity, age, disability, ethnic origin, or sexual orientation when using our Services; harasses or advocates harassment of another person; disparage, defame, name-call, or engage in any form of intimidation against another user, including swearing or use of any other inappropriate or offensive language, or making offensive or insensitive remarks of any kind when using our Services; make or post any sexually explicit remarks or images, or engage in any act of sexual misconduct, including but not limited to sexual innuendo,

sharing sexually explicit content, or making offensive or inappropriate advances or comments to other users when using our Services; exploits people in a sexual or violent manner; submissions that contains nudity, violence, or offensive subject matter; harassing, stalking, spamming, or making any other inappropriate comments or actions towards other users when using our Services; furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

- Solicits or exposes personal information, exposes anyone under the age of eighteen (18), reveal personally identifying information of other users or infringe on the privacy of other users when using our Services; provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own; solicits passwords or personal identifying information for commercial or unlawful purposes from other Members; includes a photograph of another person that you have posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components or links to such items; or
- any robot, spider, website search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.
- encourage or enable any other individual to do any of the foregoing.

We reserve the right to discontinue providing our Services or any parts thereof, and to require that you cease accessing or using same at any time for any reason, including without limitation if you violate the Terms in any way.

You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so.

### Responsibility for User Content.

You, and not Dira, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Websites and/or the Services. Dira does not control the User Content posted via the Websites and/or the Services and, as such, we cannot and do not guarantee the accuracy, integrity or quality of such User Content. You acknowledge and agree that, by using the Websites and the Services, you may be exposed to User Content that you deem offensive, indecent or objectionable. Under no circumstances will Dira be liable in any way for any User Content, including, but not limited to, any errors or omissions in any user Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Websites and/or the Services.

Rejection and/or Removal of User Content.

You acknowledge and agree that Dira may or may not pre-screen User Content posted on our Websites, but that Dira shall have the right (but not the obligation) in its sole discretion to prescreen, edit, refuse, and/or remove any User Content or portion thereof that is available via the Websites and/or the Services, in its sole and absolute discretion, for any reason, including but not limited to its determination that any such User Content is not appropriate for the Websites and/or the Services, or for no reason. Without limiting the foregoing, and by way of example only, Dira shall have the absolute right to remove from the Websites and/or the Services any User Content that violates this Agreement or is otherwise objectionable in the sole discretion of Dira, or to restrict, suspend, or terminate your access to all or any part of the Websites and/or the Services at any time, for any or no reason, with or without prior notice, and without liability. If you become aware of misuse of the Websites and/or the Services by any person, please contact Dira by email at love@dirainternational.com.

# 7. Registered Users

If you register for any feature that requires a password and/or username, then you agree that: (i) You will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. We may reject the use of any password, username, or email address for any other reason in our sole discretion. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account

or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

#### **General Registration Requirements.**

Visitors are currently permitted to view only limited portions of the Websites prior to deciding whether to become a Registered User. Full access to the Websites and the Services is available only to Registered Users and, if a subscription is required, then only to Registered Users who are also paid subscribers. If you wish to become a Registered User, you must register on our Websites, you must complete the registration procedures displayed on the registration page(s) of the Websites and, where applicable, pay the required subscription fee. Some aspects of the Websites and the Services are available to all Registered Users, and some are available only to Registered Users who have paid the required subscription fee and/or other charges, all of which are posted at the Websites.

#### Requirements for Becoming a Registered User. True Data

By completing the registration procedures displayed on the registration page(s) of the Websites, you acknowledge and agree that (a) you are representing to us that you are providing true, accurate, current and complete information about yourself as prompted by the registration form available on our Websites (the "Registration Data"), and (b) you are obliged to maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future access to and/or use of the Websites and the Services (or any portion thereof).

# **Information required**

As a Registered User, you are required to choose a password, provide your date of birth, and provide your email address, and you may be asked for additional information regarding your account.

#### **Password Confidentiality**

You are responsible for maintaining the confidentiality and security of the password and all other account information, and you are fully responsible and liable for all access to and use of the Websites and the Services that occur under your password or account. You agree to (a) immediately notify us by e-mail to love@dirainternational.com of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Dira will not be liable for any loss or damage arising from your failure to comply with this section.

Preservation and Disclosure of Account Information and User Content.

You acknowledge and agree Dira may access, preserve and disclose your account information and User Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Site Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Dira, the other users of the Websites and Services, and the public. However, under no other circumstances will Dira intentionally disclose your account information to any third party except as otherwise provided in our Privacy Policy, which is set forth below.

#### **Security Components.**

You acknowledge and agree that the Websites and the Services, and the software embodied within the Websites and the Services, may include security components that permit digital materials to be accessed, used, and protected, and that use of these security components is subject to usage rules set by Dira and/or content providers who provide content to Dira. You may not attempt to override or circumvent any such security components and usage rules embedded in the Websites and the Services.

#### **Subscription Fees and Payment.**

Access to and use of the Services are subject to various fees ("Fee"), depending on the Service being accessed. The Fee is payable in Pound Sterling or other currency as applicable. You will be required to provide your credit card number and other information at the time of your initial registration. Your credit card will automatically be charged at the time of your purchase, and/or subscription, or the end of your free trial, and regularly thereafter based on the terms of your subscription, and you hereby authorize Dira to charge your credit card for the thenapplicable fee. The Fee is non-refundable. Dira reserves the right to change or

modify the Fee or payment schedule (including, without limitation, increasing prices and charging a fee for upgrades) at any time. Plans priced in currencies other than Pound Sterling are subject to adjustment due to fluctuations in exchange rates. Dira will use its reasonable best efforts to provide you with reasonable notice prior to making any fee changes or modifications, with the exception of exchange rate changes.

If Dira is for any reason unable to effect automatic payment via your credit card, Dira will attempt to notify you via email and your account will be disabled until payment is received. You are responsible for notifying Dira of any changes to your credit card information and to update your information if your credit card has expired. Dira may suspend, terminate and/or otherwise interrupt your access to the Services if you fail to so notify Dira.

All Fees are exclusive of all excise, sales, VAT, use, transfer and other taxes and duties imposed with respect to the Services by any governmental authority, all of which taxes you are required to pay except for taxes based on Dira's net income. You are responsible for obtaining and providing to Dira any certificate of exemption or similar document required to exempt any transaction from sales, VAT, use or similar tax liability.

You agree to pay your account balance on time. You are responsible and liable for any costs and expenses, including attorney and collection fees, that Dira may incur in its efforts to collect any remaining balances due from you. This paragraph will in no way limit any other remedies available to Dira. You are required to notify us of any billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement by sending a written notice to love@dirainternational.com. If you do not so notify us within the time allowed, you waive any right to dispute such problems or discrepancies.

# 8. Purchases of Digital Content

You may be able to purchase Content, gift cards, offerings, merchandise, Membership subscriptions and other items offered through the Services. Unless specifically allowed and authorized by our Refund Policy, all purchases are final and we are not able to offer any refunds. Purchased Services may not be refunded, redeemed for cash, sold, exchanged, or transferred to another user. In addition, some of our Services and/or Content offerings may be

made available by us solely in connection with your agreement to purchase a subscription to such offerings ("Membership/Subscription Services") for a set period (e.g., monthly or yearly subscription term) ("Membership/Subscription Period"). We may offer a number of different packages or variations of Membership/Subscription Services, including in some instances a limited free trial period ("Free Trial"), which will be posted on our Sites and/or Apps. Following the completion of the Subscription Period and/or Free Trial, your Subscription Services will automatically renew for the same Subscription Period at the then-current standard rates for access to the same Subscription Services, unless and until they are cancelled or changed by you within 24 hours prior to the end of the current period.

By subscribing to a Subscription Service or purchasing any Content, you confirm that you are at least 18 years of age, that all information you submit is true and correct (including all credit card information), and that you are the authorized holder of the credit card. Payments for Subscription Services are non-refundable and there are no refunds for partial Subscription Periods.

We may change the prices to access Digital Content, introduce new plans and offerings, or remove plans and offerings from time to time. By continuing to use the Service, you indicate your acceptance of such price or plan change. If you do not agree with a price or plan change, do not purchase the Service or cancel the subscription.

Once you enter and submit your payment information, you expressly agree and authorize us and/or our third party payment processor to immediately charge your credit card or debit card (or other approved facility) in an amount equal to the total purchase price. You also expressly authorize and agree that we and/or our third party payment processor is authorized to automatically charge your payment method for any one-time fees and/or Membership/Subscription Services. You acknowledge and agree that we do not need to obtain any additional authorization from you for any automatic and/or recurring payments.

Some Services may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties.

You are not authorized to access any Services unless you have opened a User account and paid the appropriate fee. You may not assist anyone else in accessing Services on an unauthorized basis, including by sharing your access credentials or providing any content or other materials that you obtained through Membership/Subscription Services to third parties. You are responsible for maintaining the confidentiality of your access credentials and for all usage or activity on your User accounts, including the use of Services by any third party authorized by you to use your access credentials. Such responsibility expressly includes any purchases made

or other charges incurred on your credit card in connection with your use (or an authorized third party's use) of the Services. In the event of any fraudulent, abusive or otherwise illegal activity on your Services accounts, we may, in our sole discretion, terminate those accounts and refer you to appropriate law enforcement agencies. You may be responsible for damages from any such fraudulent, abusive, or otherwise illegal activity.

# 9. Booking of Live Services over ZOOM or in person

All bookings of Live Services (online or in-person), including but not limited to sessions, events, workshops, retreats, private bookings etc, are to be paid for 100% at the time of booking and not be refunded, re-scheduled, redeemed for cash, sold, exchanged, or transferred to another user.

If you are unable to make the timing of the live booking, you can have access to the recording, if it is made available, following the completion of the event, workshop or retreat.

Individual and private live sessions will only be recorded on request through the booking form. If you are unable to make the timing that you booked, the Facilitator will send you a recording addressing the query made on the booking form, however, it may not be as long as the full-time that you booked as there will be no in-person dialogue or clarification.

You may not share this recording online as per our Privacy Policy.

# 10. Purchases of Goods from Shop

#### **Return Policy**

Damaged goods may be returned for a full refund within 30 days.

# 11. Third-Party Fees

Dira is obliged to charge some Third-Party Fees according to its obligations and these are passed on to the customer. These fees include but are not limited to taxes (5% VAT) and service fees (including Wix (1.5% on sales), payment gateways (Varies between Stripe & Paypal), etc. These Third-Party fees will be mentioned separately on your bill where possible.

### 12. Disclaimer & Warranties

Your consent and agreement to the following disclaimers and limitations is a material inducement for us to permit you to access the Website or use the Services.

THE WEBSITE AND ITS CONTENT, INCLUDING ALL PRODUCTS OR SERVICES FROM DIRA ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY. DIRA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DIRA DOES NOT WARRANT THAT THE CONTENT, FUNCTIONS, OR SERVICES CONTAINED IN OR ACCESSED THROUGH THE WEBSITE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, OR ERROR-FREE. YOU, AND NOT DIRA, ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IF THERE IS ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE USE OF THE WEBSITE, ITS CONTENT, OR ANY SERVICES. DIRA DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE WEBSITE OR THE RESULTS OF ITS USE RELATED TO ACCURACY, RELIABILITY, OR OTHERWISE. THE WEBSITE MAY INCLUDE ERRORS (INCLUDING TECHNICAL OR TYPOGRAPHICAL ERRORS), AND WE MAY MAKE CHANGES TO THE WEBSITE AT ANY TIME, WITH OR WITHOUT NOTICE.

NEITHER DIRA NOR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE DESIGN OR MAINTENANCE OF THE WEBSITE WILL BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGE, LOSS, INJURY, OR MALFUNCTION ASSOCIATED WITH YOUR USE OF THIS WEBSITE OR THE SERVICES.

Dira does not offer services from licensed medical doctors, chiropractors, osteopathic physicians, naturopathic doctors, nutritionists, pharmacists, psychologists, psychotherapists, or other formally licensed healthcare professionals, practitioners or providers of any kind. Dira does not render medical, psychological, or other professional advice or treatment, nor does it provide or prescribe any medical diagnosis, treatment, medication, or remedy.

The information provided on and accessible from/through this Website and Dira is for informational and entertainment purposes only and should not be considered to be healthcare advice or medical diagnosis, treatment or prescribing. None of this information should be considered a promise of benefits, a claim of cures, a legal warranty or a guarantee of results to be achieved. This information is not intended as a substitute for advice from your physician or other healthcare professionals, or any notifications or instructions contained in or on any product label or packaging. You should not use this information for diagnosis or treatment of any health problem or for prescription of any medication or other treatment. You should consult with a healthcare professional before altering or discontinuing any current medications, treatment or care, starting any diet, exercise or supplementation program, or if you have or suspect you might have a health problem.

The United States Food and Drug Administration ("FDA") has not evaluated any statement, claim, or representation made on or accessible from this page/website. Nor has the FDA evaluated any food, product or service mentioned on, or available from or through, this page/website. No food, product or service mentioned on, or available from or through this website is intended to diagnose, treat, cure or prevent disease.

The information provided on and accessible from Dira does not necessarily reflect the opinions of Lubna Kharusi, the Founder of Dira and is not guaranteed to be correct, complete, or up-to-date. This website is not intended to create a client relationship, and access to or receipt of information included on or communicated through this website does not constitute such a relationship.

In consideration of all Dira content, services and facilitators, the undersigned forever indemnifies, releases, and holds harmless Dira companies, shareholders, subsidiaries and group companies, its representatives and their affiliates, including, without limitation, officers, facilitators, practitioners, directors, employees, agents, administrators, volunteers, members and their respective heirs and successors of all liability, claims, demands, actions, loss, damage and responsibility for any and all negative consequences that the undersigned may experience and endure including but not limited to physical, mental, emotional, financial and spiritual consequences. Dira is relinquished of all liability and responsibility for any effects, incidental or deliberate, that may have resulted from participation in any Dira program or session. This Release shall be effective and binding upon all Dira heirs, next of kin, executors, administrators, and assigns, and applies to all legal jurisdictions.

In consideration for and as a condition to accessing Dira, your representatives, including, without limitation, heirs, administrators, successors and assigns, do hereby release, waive, acquit, indemnify, defend, hold harmless and forever discharge Dira, its Representatives, subsidiaries, and any of the training instructors, facilitators, speakers, presenters, guides, staff or students taking part in the services and content in any way, (hereinafter "Releases") of and from all actions and liabilities, including, without limitation, contracts, claims, suits, costs, demands, proceedings, and damages of whatever nature or kind, in law or in equity, arising out of or related to my access to the content and services, including, without limitation, release from any property damage or any personal injury claims (including severe or fatal injury to myself or others).

You further understand that you do not have to participate or listen to any content or service, or use any product offered by Dira, and may withdraw yourself from participation at any time. You agree to use your own free will and discretion, considering your physical and mental health when deciding if it is appropriate to participate in any activity. You assume the full risk for any activities that you choose to participate in and use. You acknowledge that Dira Facilitators are not medical doctors or mental health care professionals. You will rely on your own medical practitioner or mental health professional for advice for medical or psychological advice.

In consideration of a minor (the "Minor") being permitted to access Dira, the undersigned parent/legal guardian of the Minor further agrees to release, waive, discharge and covenants not to sue Dira and for any and all loss, damages, claims or demands on account of injury or illness to the person or property of Minor, or resulting in the death of the said Minor which may result from the said Minor's participation in Dira content, services or offerings. The undersigned parent/legal guardian acknowledges that such activities will involve interaction of the Minor with persons of all ages and genders, and that certain activities may be considered to include adult content, and further consent to the Minor's participation therein. The undersigned parent/legal guardian of said Minor hereby incorporates and adopts the representations, acknowledgements, understandings, waivers, releases and agreements set forth hereinabove as though set forth in full herein. The undersigned parent/legal guardian of said Minor further agrees to indemnify and hold harmless Dira from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with Minor's participation in the Event and any associated activities.

You acknowledge and agree that the Websites and the Services are offered without warranties of any kind whatsoever by Dira and/or the providers of Site Content. The disclaimer of warranties includes, but is not limited to, the following:

(a) Your use of the Websites and the Services is at your sole risk. The Websites and the Services are provided on an "as is" and "as available" basis. Dira and its parent, subsidiaries, affiliates, successors and assigns, and their respective shareholders, officers, directors, employees, agents, partners, licensors, vendors, facilitators and contractors (collectively, the "Dira-Related

Parties") expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, with respect to the service, the websites, and any third party websites with which they are linked.

- (b) The Dira-Related Parties are not responsible or liable for any loss, damage, injury or health problems that may result from your use of the Site Content and/or other aspects of the Websites and/or the Services, including but not limited to training programs, recipes, products, services, events and/or information that you may learn about on the Websites and/or the Services, and/or any action or inaction on your part as a result of information you have obtained from the Websites and/or the Services. By way of example only, if you engage in any exercise or diet program that you receive or learn about through the Websites and/or the Services, and/or if you use any product or service that you receive or learn about through the Websites and/or the Services, you agree that you do so voluntarily, after consulting an appropriate health professional of your choice, and at your own risk, and you agree to release and discharge the Dira-Related Parties and Dira from any and all claims or causes of action, known or unknown, arising out of the foregoing.
- (c) The Dira-Related Parties make no warranty that the Websites or the Services, the Site Content, and/or the information, products and services available through the Websites or the Service will meet your expectations or requirements, or that you will achieve any particular results from the use of any of the foregoing, or that the Websites or the Services will be uninterrupted, timely, secure, error-free, or free of any harmless components (including viruses, malware, spyware, or comparable components).
- (d) You expressly assume the risk, by way of example, of deletion, non-delivery or failure to store postings of User Content, communications, personalized settings, or data, and you acknowledge that the Dira-Related Parties make no warranties regarding the foregoing.
- (e) Any material downloaded or otherwise obtained through the use of our Websites or the Services is accessed at your own discretion and risk, and you will be solely responsible for any loss or damage to your computer system or loss of data that results from the download of any such material.
- (f) The and information given is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. They are not a replacement for any other form of therapy, medical intervention, or religion, and are only complementary. The individual is responsible for their own journey and choices.

You hereby waive, release and discharge the Dira-Related Parties from and against any claims that you may be entitled to make by reason of any use of your User Content authorized under this Agreement and/or by reason of your participation in any of the communications and social networking features of the Services, including but not limited to, and by way of example only, any claims based on copyright infringement, trademark infringement, rights of privacy or publicity, defamation and otherwise.

#### Geographic Limitations.

Due to certain licensing restrictions placed on our titles, some content may not be available in your geographic location, and therefore, cannot be viewed. If at any time you feel this inhibits your experience upon purchasing a Dira subscription, please contact our customer service department and we will work with you in order to remedy the situation. You can reach customer service by email at love@dirainternational.com.

#### Health and Medical Concerns.

Some of the Site Content includes information and instruction relating to diet, exercise, health, and physical ailments, guidance and lifestyle suggestions. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction, products, contents, offerings and services.

Before participating in any diet or exercise program or using any health-related services that may be described and/or made accessible in or through the Website and/or the Services, we strongly recommend that you consult with a physician or other healthcare provider. Dira, its staff, Facilitators and the content-providers are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

The Websites and the Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that when participating in any program, there is the possibility of physical injury and/or death, and you assume the risk and responsibility for any such results.

You should never disregard medical advice or delay seeking it because of a statement you have read on the Websites and/or the Services. The Websites and the Services should not be used in lieu of advice given by qualified medical professionals such as your doctor or registered dietitian. It is important that the Websites and the Services are used only in conjunction with qualified medical guidance. If you know or suspect that you may be pregnant, have an eating disorder, have diabetes, or have any other physical or medical condition, it is imperative that you seek the advice of your doctor prior to using the Websites and/or the Services.

Dira and its Related Parties are not responsible or liable for any loss (financial, or other), damage, injury or health problems that may result from your use of the Site Content and/or other aspects of the Websites and/or the Services, including but not limited to training programs, recipes, products, services, events and/or information that you may learn about on the Websites and/or the Services, and/or any action or inaction on your part as a result of information you have obtained from the Websites and/or the Services. By way of example only, if you engage in any exercise or diet program that you receive or learn about through the Websites and/or the Services, and/or if you use any product or service that you receive or learn

about through the Websites and/or the Services, you agree that you do so voluntarily, after consulting an appropriate health professional of your choice, and at your own risk, and you agree to release and discharge the Dira-Related Parties and Dira from any and all claims or causes of action, known or unknown, arising out of the foregoing.

I hereby acknowledge that all/any content, information, activities and presentations offered by Dira do not involve the diagnosis or treatment of mental disorders or medical conditions, and that the Facilitators are not licensed professionals and any activities and presentations taking place during the offering shall not to be used as a substitute for medical treatment, counselling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, financial, tax or other qualified professionals and that it is my sole and exclusive responsibility to seek such independent professional guidance, as needed. I understand and acknowledge that Dira shall not bear any responsibility, whatsoever, for my medical conditions, including, without limitation, disability, allergies, or psychological conditions.

I undertake that I will address any discomfort, be it internal or external, at all levels of my being, including physical emotional, mental, energetic, and spiritual with licenced professionals. I hereby knowingly and voluntarily assume any and all risks and do agree and acknowledge that my participation in any content or service is of my own free will and completely voluntary, regardless of anything stated or implied.

#### Third parties

The Website may contain links to other websites for your convenience and information. Links may be contained on pages, or in blog posts, emails from us, or newsletters we make available from time to time.

Such links may be to advertisers, merchandise retailers, payment processors, content providers, social media or other companies who may use our logo or style as a result of a co-branding agreement. These websites may be operated by companies that are not affiliated with Dira and may have different privacy policies and terms of use. Notwithstanding the presentation of, or links to, any third-party information or website on the Website, such presentation is not an endorsement, guarantee, representation, or warranty, either express or implied, by us on behalf of any third party. Dira does not control the content that appears on these websites or their privacy practices.

We hereby disclaim any liability or responsibility for the content, subject matter, or substance of any information accessed or obtained from third-party websites accessed from or via the Website. Accessing third-party websites from our Website is therefore done at your own risk.

DIRA SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER (including, for example, your web service provider service, Stripe payment services, PayPal payment services, your software and/or any updates or upgrades to that software). ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY ALSO RESERVES THE RIGHT TO LIMIT YOUR USE OF THE SITE AND/OR THE CONTENT OR TO TERMINATE YOUR ACCOUNT SHOULD THE COMPANY DETERMINE THAT YOU HAVE VIOLATED THESE TERMS OF USE, OR THAT YOU HAVE VIOLATED ANY OTHER RULES OR CONDITIONS OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO REFUSE ACCESS TO THE SITE AND/OR THE COMPANY'S CONTENT, PRODUCTS AND/OR SERVICES TO ANYONE IN ITS SOLE DISCRETION. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY MAY, IN ITS SOLE DISCRETION, REFUND THE INITIAL FEE CHARGED FOR ANY USE OF THE SITE AND/OR ANY CONTENT OR A PRO-RATA PORTION THEREOF CONSISTENT WITH THE COMPANY'S REFUND POLICY.

#### **Information Monitoring and Updates**

We attempt to ensure that information on the Website is complete, accurate, and current. Despite our efforts, the information on this Website may be inaccurate, incomplete, or out of date, and we make no representation to you about the completeness, accuracy, or timeliness of any information on the Website, such as information about the nature or characteristics of any goods or services we provide, including pricing or terms of sale.

We do not assume any obligation to review or monitor the Content or other information submitted to the Website by third parties. We may review some, none, or all of the information submitted to the Website. We reserve the right to remove, edit, or reject any information submitted to the Website for any reason or no reason. You assume the responsibility of verifying the accuracy of any posted information through your own independent investigation.

We reserve the right to cooperate with any law enforcement authorities or court orders requesting or directing us to disclose the identity of anyone posting any messages or publishing or otherwise making available any materials that are believed to violate these Terms or applicable law.

You consent to our disclosure, without your further consent or notice, of your IP address, username, name, IP location or other information as required by any subpoena issued to us by

a court or from a law enforcement or government agency. We may challenge any such subpoena on legal grounds but are not required to do so.

#### Viruses

Dira does not assume any responsibility or risk for your use of the Internet and the myriad of risks it presents.

We cannot and do not guarantee that the materials contained on this Website will be free of viruses, worms, or other code or related hazards that may have destructive properties (collectively, "Viruses"). It is your responsibility to ensure that you have sufficient procedures, firewalls, checkpoints, and safeguards within your computer system to satisfy your particular requirements to protect against Viruses.

# 13. Limitation of Liability

IN NO EVENT WILL DIRA, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, (INCLUDING LOST PROFITS) WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DIRA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THIS SECTION MAY NOT APPLY TO YOU. IF THE FOREGOING LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, AND IF DIRA IS HELD RESPONSIBLE BY ANY COURT, THEN THE MAXIMUM LIABILITY OF DIRA TO YOU FOR ANY TYPE OF DAMAGES WILL BE LIMITED TO THE AMOUNT YOU PAID FOR SERVICES.

YOUR PURCHASE AND/OR USE OF THE SERVICES AND CONTENT IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT YOUR ABILITY TO ACCESS THE SERVICES OR CONTENT WILL BE TIMELY, SECURE, UNINTERRUPTED OR DEFECT-FREE. IN NO EVENT WILL WE NOR OUR AFFILIATES BE LIABLE FOR DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR LOSS OF DATA, OR BUSINESS INTERRUPTION, HOWEVER, CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT ARISING IN ANY WAY OUT OF PURCHASE OR USE OF THE CONTENT OR SERVICES. IN NO

EVENT WILL YOU BE ENTITLED TO A REFUND OR CHARGEBACK FOR THE CONTENT OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIRA AND ITS AFFILIATES LICENSORS AND DISTRIBUTORS SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT OR SERVICES, OR THE DELAY OR INABILITY TO USE OR LACK OF FUNCTIONALITY OF THE CONTENT OR SERVICES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT OR SERVICES WILL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) FOR THE CONTENT OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

Any material downloaded or otherwise obtained through the use of our Websites or the Services is accessed at your own discretion and risk, and you will be solely responsible for any loss or damage to your computer system or loss of data that results from the download of any such material.

You also understand and agree the Content, videos and accompanying materials necessarily require physical exercise or activity. By voluntarily participating in Dira you assume all risk of injury. Without limiting the generality of the foregoing, you understand and acknowledge that there are risks of physical injury, or even death, associated with any physical activity, including all the Dira offerings & services and that, in addition, certain medical conditions may be aggravated or made worse by physical activity (collectively, "Risks"). You assume any and all risk and danger incidental to the use of the videos and any other materials offered by Dira, including but not limited to, the foregoing Risks and the way you perceive and utilize the information conveyed in the Dira videos. You agree to consult with your physician, before commencing any service shown in the Dira materials, and you agree not to participate in Dira programs with any medical condition, including, but not limited to, a history of heart disease or mental health issues, that poses a direct threat to the health or safety of yourself or others and that Dira shall not be liable for any injury resulting from or arising out of, participating in the Dira services or from the Risks. You also understand that Dira encourages you to exercise and eat a healthy, well-balanced diet on your own to supplement the Dira offerings, and that you, not Dira, assume all risks and responsibilities for your own actions, safety, health, performance, well-being, and any complications or injuries which may arise when exercising or eating on your own.

Under no circumstances and under no legal theory, tort, contract, strict, liability, or otherwise, shall Dira or any related companies be liable to you or any other person for any indirect, special, incidental, damages for lost profits, loss of goodwill, work stoppage, accuracy of services, content or results, computer failure or malfunction, or damages resulting from the Content, Services or any parts thereof.

You also agree to indemnify and hold harmless Dira and its officers, employees, agents, representatives, affiliates, subcontractors, members and assigns, against any and all claims, disputes, demands, actions, suits, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation attorneys' fees and costs) made or entered into against us that arise out of, relate to or are the result of your actions, contents and communications related to our Services. Similarly, if you have a dispute with any third party relating to your use of our Services, you release Dira (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

# 14. Disputes

#### **Indemnification**

You shall indemnify, defend and hold harmless Dira, its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from any losses or liabilities including reasonable attorneys' fees and costs of suit, arising out of any claims, actions, demands, liabilities, and settlements, including third-party claims and causes of action, arising out of or related to any one or more of the following: (1) your use of the Website or the Services; (2) information, including Submissions, that you submit, transmit, or otherwise make available via the Website; (3) your breach of these Terms; (4) your use of the intellectual property of a third party; (5) any investigations of or involving you or your conduct by Dira, law enforcement, or governmental authorities; and

(6) your violation of any applicable law.

You agree to indemnify, pay the defense costs of, and hold Dira, its licensors and distributors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, or (b) any act or omission by you in using the Services. You agree to

reimburse Dira on demand for any defense costs incurred by Dira and any payments made or loss suffered by Dira, whether in a court judgment or settlement, based on any matter covered by this Section 8.

#### Release

You, on behalf of your successors and assigns or heirs and personal representatives, as the case may be, hereby irrevocably and fully release Dira, its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from and against any and all suits, claims, actions, causes of action, arbitration, liabilities, obligations, damages, losses, penalties or fines known or unknown, arising out of or in connection with information or Submissions provided by third parties to, through, or in connection with the Website or Services.

#### **Dispute Resolution**

The United Arab Emirites law governs your use of the Website, the Services, and all disputes, claims, actions, suits, or other proceedings arising out of or related to the Website, the Services, these Terms, or the Privacy Policy.

The parties shall first use good-faith efforts to attempt to resolve any dispute, claim, or controversy arising out of or relating to the Website, the Services, these Terms, or the Privacy Policy by negotiation before bringing any action, other than an action for preliminary injunctive relief.

Any mediation, dispute or court proceeding based on or arising out of the Website, the Services, these Terms, or the Privacy Policy must be brought in the state or federal courts sitting in Dubai and held in English.

#### Jurisdiction

You and Dira hereby irrevocably consent to the personal jurisdiction by such courts. You and Dira represent that such courts are a convenient forum.

## Time period for bringing claims

Regardless of any statute or law to the contrary, any claim under these Terms or Privacy Policy must be brought within one (1) year after the cause of action arises, or such claim will be forever barred and deemed released.

#### Fees and costs

The prevailing party in any action or proceeding under these Terms will be entitled to recover legal fees and other costs reasonably incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.

#### 15. Additional Provisions

#### **Termination**

We reserve the right to terminate your right to access and use the Services and/or Content if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

# **Governing Law and Jurisdiction**

This Agreement shall be construed and enforced in accordance with the laws of the United Arab Emirates (Meydan FREE ZONE DUBAI).

#### **Amendments of this Agreement**

We may issue an amended Agreement, Privacy Policy, or other related agreements at any time in our sole discretion by posting the amended Agreement, Privacy Policy, or related agreement on our website or by providing you with digital access to amended versions of any of these documents. If any amendment to this Agreement, Privacy Policy, or related agreement is not acceptable to you, you may terminate this Agreement and must stop using our Services. Your continued use of the Services will demonstrate your acceptance of the amended Agreement, Privacy Policy, or related agreement.

#### No Assignment

You may not, without the prior written consent of Dira, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. We, however, may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

#### **International Users**

Our Services are controlled and operated by us from within the United Arab Emirates. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use, export or re-export any content downloaded from the Services or any copy or adaptation of such content, in violation of any applicable laws or regulations.

#### Waiver

Failure of Dira to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provision or our right to enforce each such provision and no waiver, if granted, shall be continuing. No waiver of any term or condition of this Agreement shall be valid or binding on us unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by Dira.

#### **Binding on Successors**

This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, licensees, successors and/or assigns of the parties, as applicable. For the avoidance of doubt, you acknowledge and agree that Dira is fully authorized to assign, sublicense and/or otherwise convey and transfer this Agreement and/or any of its rights under this Agreement at any time, in its sole and absolute discretion, and without compensation of any kind to you.

#### **Entire Agreement**

These Terms, together with the Privacy Policy constitute the entire agreement between you and Dira governing the Website or Services and supersede any prior agreements or understandings, oral or written, between you and Dira with respect to the Website or the Services. Each of us represents to the other that we are not relying on any representations or promises not set forth in these Terms or the Privacy Policy. You also may be subject to additional contractual terms

that may apply if you use or purchase certain Services of Dira and enter into a separate agreement.

#### **Severability**

If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable, or void, it will not affect any other provision, and these Terms or Privacy Policy will be construed without regard to the unenforceable provision.

#### **Local Laws**

The materials on the Website may not be appropriate or available for use in your location. Persons who choose to access the Website do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules, and regulations applicable to them. Dira may limit the Website's availability, in whole or in part, to any person, geographic area, or jurisdiction.

#### Relationship

These Terms do not create any partnership, joint venture, employer-employee, agency, or franchisor franchisee relationship between the parties.

## Assignment

Dira shall have the right to assign this Agreement and all or any part of our rights hereunder to any person, firm or corporation, and may assign and delegate any of its obligations. and this Agreement shall be binding upon and inure to the benefit of our successors, licensees and assigns. This Agreement the rights and obligations hereunder may not be assigned by you.

#### **Contact Us**

Via email: love@dirainternational.com

I AGREE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE TERMS & CONDITIONS AGREEMENT AND ACKNOWLEDGE THAT I HAVE UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS AND I SIGN IT OF MY

OWN FREE WILL. NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE.