

# **Terms of Use**

Updated: 11 May 2022

## **1. Legal Agreement**

These Terms of Use (“Terms”) constitute a legal agreement and govern the rights and obligations between you and In Silence AI, an entity registered to do business under the laws of the Republic of the Philippines (“In Silence”, “we”, or “us”) regarding your use of our website at <https://www.beinsilence.com>, as well as all related software, tools, systems, archives, media, literature, content, and other services provided by us (collectively, the “Services”).

By using any portion of the Services for any period of time, you become a User and agree to become a party to, and to be bound by, these Terms. If you disagree to the foregoing or to any of these Terms, do not use any of our Services. If you are using the Services on behalf of your employer or principal: (a) you represent that you are authorized to accept these Terms on behalf of your employer or principal; and (b) you and your employer or principal are considered Users of the Services.

## **2. Service Description**

In Silence is a media publishing and conversational AI platform that provides tools and resources to help people build a holistic wellness practice and upgrade their professional skills through an integrated approach to yoga, meditation, high-vibration food, and conscious consumption of technology. We provide personal and professional development guidance and mentorship through our accessible library and conversational AI assistant in development. Our Services include recorded and live classes, workshops, seminars, and similar events, a Clubhouse for connecting Users and mentors, a blog, guides and other literature, and merchandise.

## **3. Eligibility**

Users must be at least eighteen (18) years old and have legal capacity to agree to, and comply with, these Terms. You represent and warrant that you are at least eighteen (18) years of age and are competent to execute these Terms. Use of the Services is void where prohibited by applicable law or regulations.

## **4. Account**

To use the Services, Users must create an account (the “User Account”). When registering for your User Account, you represent and warrant that the information you provide (the “User Information”) is true, accurate, complete, and updated. Please update your User Information from time to time. If you provide any User Information that is false, inaccurate, or incomplete, or we have reason to believe the same, we may suspend or terminate your User Account and your use of the Services. In such event, you forfeit and waive any paid subscriptions or other entitlements to the Services

You are solely responsible for all activities made, or that occur, using your User Account. Protect your User Account and User Information from unauthorized access and use by keeping your username, password, and other User Account details confidential and secure. Immediately notify In Silence of any unauthorized use of your User Account or any other breach of security by sending an email to \_\_\_\_\_.

## 5. License

Subject to the stipulations in these Terms, In Silence grants you a personal, non-exclusive, non-transferable, revocable license to access and use the Services, including, where available, a reasonable number of copies of any media, literature, content, material, software, or technology made available by In Silence (the "Content"), for personal and noncommercial use only.

You must comply with all applicable laws when using the Services. In Silence shall not be liable for your access to the Content or use of the Services in violation of any law or regulation. Except as may be expressly permitted by In Silence, you shall not, and shall not permit anyone else to: (a) store, copy, modify, or distribute any of the Content; (b) collect or compile any Content as part of an archive or database, even if solely for your personal use; (c) use any process or technology to monitor, store, copy, modify, market, sell, share, or distribute any Content; (d) market, frame, or otherwise incorporate any Content or portion of the Services as part of another website, platform, business, or service; (e) reproduce, copy, modify, market, sell, distribute, or exploit any Content or portion of the Services (including any third-party content or advertising that we shall use); (f) circumvent or disable any digital rights management, usage rules, or other security features of the Services or Content; (g) use the Services in a manner that threatens the safety, integrity, performance, or availability of In Silence, the Services, or of any other User; (h) remove, alter, or obscure any proprietary notices (including copyright notices, trademarks, and service marks) on any Content or portion of the Services; and (i) include any personal or identifying information of another person in your User Content (defined below) without express consent.

## 6. User Content

In creating or maintaining a User Account, Users may upload photos or other materials or information (the "User Content"). You shall not upload any User Content that you do not own or has not been authorized for your use by the owner thereof.

Note that communications in any chat areas, forums, bulletin boards, communities, groups, or other public areas of the Services are not private communications. Be mindful when submitting any User Content that contains your Personal Information (as defined in our Privacy Policy accessible at \_\_\_\_\_) to a public area of the Services.

For any User Content that you upload to the Services, you grant In Silence and its permitted successors and assigns: (a) a worldwide, non-exclusive, royalty-free, perpetual (or for the maximum period allowed by law), irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, prepare derivative works of, distribute, publicly perform or display that User Content worldwide, in any media, in connection with the Services or In Silence's business, including without limitation, for promoting any of our Services or businesses; and (b) if we so choose, the right to use the name that you submit in connection with your User Content. You retain all rights in and to your User Content, subject to the rights granted to In Silence by these Terms.

You shall not upload as User Content or otherwise post, transmit, distribute, or share through the Services any material that: (a) is false, misleading, unlawful, obscene, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, offensive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or tortious act or otherwise

gives rise to any criminal, civil, or administrative liability; (c) violates or breaches any right or obligation of any person, including rights of privacy and intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive component; (e) advertises products or services competitive with the businesses, products, and services of In Silence, its affiliates, or its partners, as determined by In Silence in its sole discretion; or (f) in In Silence's sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose In Silence, its affiliates, its partners, or any User to harm or liability of any nature and in any manner. We reserve the right and absolute discretion to screen, edit, disable, or remove any User Content at any time, and for any reason, without notice.

You understand that, by using the Services, you may be exposed to User Content that is offensive, defamatory, indecent, objectionable, or inaccurate. In Silence takes no responsibility and assumes no liability for any User Content or any loss or damage to any of your User Content and User Information.

You may modify or remove your User Content or terminate your User Account at any time, but In Silence may, in accordance with our Privacy Policy, retain in our systems and use non-personally identifiable data that is derived from your User Content.

## **7. Content Purposes**

Content on the Services is provided for informational purposes only and is not intended to be a substitute for professional medical, psychological, or fitness advice, diagnosis, or treatment. Consult qualified healthcare and fitness providers prior to availing of the Services, and if you have any questions or concerns while using the Services, regarding a health condition or fitness regimen. Do not disregard professional advice from healthcare and fitness providers because of the Content or anything you have encountered on the Services.

Any Content that includes an opinion, advice, statement, service, offer, or other information are those of the respective authors or producers thereof and do not necessarily reflect those of In Silence or its management, employees, owners, agents, representatives, partners, affiliates, contractors, suppliers, and licensors (collectively, the "In Silence Group"). Under no circumstances will the In Silence Group be held liable for any loss or damage, or any threat of loss or damage, caused by your belief in, reliance on, or use of any information or matter obtained as part of the Content or through the Services.

## **8. Intellectual Property**

Content on the Services, including In Silence's original Content, the User Content, and third-party Content provided by our partners, affiliates, contractors, suppliers, and licensors, are original creations, have been licensed to In Silence, or are subject to fair use under law. All Content on our Services are protected by applicable intellectual property laws. In Silence and its partners, affiliates, contractors, suppliers, and licensors own all rights, titles, and interests, including all intellectual property rights, in and to their respective Content on the Services. Except for those rights expressly granted in these Terms, no other rights or licenses are granted, either express or implied, to Users.

"In Silence" is a proprietary mark of In Silence AI, an entity registered to do business under the laws of the Republic of the Philippines. Other product, brand, and company names, logos, and marks incorporated, used, or mentioned in the Services are the registered properties of their

respective owners. The use of any protected name, logo, or mark appearing on the Services without the prior written consent of the owner thereof, or otherwise prohibited by law, is prohibited.

In Silence maintains the right to suspend or terminate the User Account and use of the Services of any User who gravely or repeatedly infringes intellectual property rights. In such event, the User forfeits and waives any paid subscriptions or other entitlements to the Services.

If you believe that your work has been incorporated into the Content or Services in a manner that constitutes copyright infringement or is outside the scope of the license agreement between you and In Silence, please submit to us, via e-mail at \_\_\_\_\_, a copyright notice containing: (a) a description of the protected work that you claim has been infringed; (b) its location in the Services; (c) your name, address, telephone number, and email address; (d) a statement expressing your good faith belief that the disputed use is not authorized by the intellectual property owner or the law; (e) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the intellectual property owner or authorized to act on the owner's behalf; and (f) an electronic or physical signature of the intellectual property owner or their authorized agent. By submitting a copyright notice, you agree that In Silence may forward the information in the notice to the person who uploaded the allegedly infringing material and to our legal counsel.

If you believe that your removed or disabled User Content is not infringing, you may send a counter-notice to that effect following the guidelines in the preceding paragraph. In Silence may forward your counter-notification to the party who submitted the original copyright notice. If the original claimant does not file an action to restrain you from engaging in infringing activity related to the removed or disabled User Content within fifteen (15) business days from receiving the counter-notification from us, then In Silence may, in its sole discretion, reinstate the removed or disabled User Content.

## **9. User Communications and Meetings**

By availing of the Services, you agree that you may receive communications from other Users. You also agree that individual Users are each acting independently and that no User is an agent or representative of In Silence.

The Services may include components that enable Users to communicate with or contact other Users or arrange in-person meetings. In Silence is not involved in causing or supervising User correspondences or meetings. We have no control over, and shall not be liable for, the actions of any User or other individual involved in any said correspondence or meeting.

## **10. Release and Waiver**

You agree that you bear all risks, damages, and losses arising out of, or in connection with, your use of the Services, including any correspondence you may engage in or meeting you attend with other Users. You agree to fully and unconditionally release the In Silence Group from any and all claims, demands, and actions of every kind and nature, now and in the future, arising out of, or in any way connected to, your use of the Services or any correspondences or meetings you participate in with other Users. You waive any and all rights and benefits otherwise conferred by any law, regulation, or jurisprudence, of any jurisdiction, that would purport to limit the scope of the release and waiver herein.

## **11. Fees**

These Terms apply whether or not you have paid to use any of the Services. In Silence reserves the right to charge, implement, and adjust fees for the Services at any time upon notice to Users or to the public.

You can become a paying User and avail of the corresponding Content and Services by signing up to pay: (a) a one-time fee for particular Content or Services; or (b) membership fees for a designated period.

## **12. Billing and Payment**

One-time fees will be billed, and must be paid, prior to accessing the Services. Membership fees will be billed at the beginning of the period of your membership and, thereafter, at the start each succeeding period unless and until you cancel your membership. We automatically bill your payment method for the period on the calendar day corresponding to the commencement of your paying membership. We may at any time, at our discretion, change our billing timing. We reserve the right to suspend or terminate your User Account and your use of the Services if collection through your payment method is unsuccessful.

Payments are non-refundable and there are no credits for partially used subscriptions.

In Silence uses independent, third-party payment processors to facilitate billing and payment for our Services, including by linking your PayPal or credit card account to your User Account. The processing of payments or credits, as applicable, in connection with your use of the Services shall be subject to the terms, conditions and privacy policies of our designated payment processor and your credit card issuer, in addition to these Terms. In Silence shall not be responsible for any actions or errors by the payment processor or your credit card issuer. In connection with your use of the Services, we will obtain certain transaction details, which we will use solely in providing you the Services and in accordance with our Privacy Policy.

## **13. Cancellations**

You may cancel your In Silence membership at any time for any reason. To cancel your recurring subscription, please visit your membership settings at \_\_\_\_\_. Following a cancellation, you may continue to avail of the Services until the end of your current billing period; you lose access thereafter.

## **14. Access to the Services**

In Silence shall not provide you with the equipment to use the Services. You are responsible for all fees charged by third parties to access and use the Services, such as charges by ISPs or mobile carriers. In Silence shall not be liable in any manner for any damage to the equipment you use in accessing the Services.

## **15. Modifications to the Service**

We shall exert best efforts to notify Users of any modification, suspension, or cessation of any part of the Services. Nevertheless, In Silence reserves the right to modify, suspend, or discontinue, temporarily or permanently, at any time, all or a part of the Services without notice. In Silence shall not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Services.

## **16. Support**

In Silence is not obligated to provide any support to you for the Services. We request that you study, obtain, and use the technology and equipment necessary to avail of the Services. Nevertheless, we may provide you with support at our discretion.

## **17. Privacy**

In Silence's Privacy Policy is incorporated into these Terms and available at \_\_\_\_\_.

## **18. Feedback**

You may provide feedback to us via email at \_\_\_\_\_. If you do so, you acknowledge that the feedback is not confidential and In Silence is authorized to use the feedback without restriction and without payment to you. In addition, you grant to In Silence a nonexclusive, royalty-free, fully paid, perpetual (or for the maximum period allowed by law), irrevocable, transferable, and fully sublicensable right to use the feedback in any manner and for any purpose.

## **19. Consent to Electronic Communications**

By creating a User Account or otherwise using the Services, you consent to receiving electronic communications from In Silence, which may include information related to the Services, notices about your User Account, and updates to these Terms. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **20. Third-Party Promotions and Content**

The Services may provide you information, content, and offers from third parties (the "Promotions"). In Silence is not responsible for the redemption, errors, omissions, or expiration of the Promotions. All Promotions incorporated into the Services are subject to change without notice. We have no control over their legality or the ability of any person to comply with the Promotions.

The Services may contain links to websites and content of third parties (the "Third-Party Content") for Users interested in such information. We do not monitor, endorse, or adopt, and have no control over, any Third-Party Content. We have no responsibility to update or review any Third-Party Content and make no guarantee as to their accuracy, completeness, and security.

Note that if you follow a link in the Promotions or Third-Party Content, or otherwise navigate away from the Services, these Terms, will no longer govern. You access and use Promotions

and Third-Party Content at your own risk. In Silence has no control or responsibility over their terms of use and privacy and data-gathering policies.

## **21. Changes to Terms**

In Silence reserves the right to amend these Terms from time to time. In such event, we will notify Users through our website or via email, as well as update the date indicated at the beginning of these Terms. It is your responsibility to review these Terms regularly. Your continued use of any of our Services after the effective date of a modification constitutes your acceptance of any modified Terms.

## **22. Termination**

You may terminate your use of the Services at any time by terminating your User Account and deleting any In Silence software and Content from your electronic devices. Termination of your User Account is your sole right and remedy with respect to any dispute with In Silence regarding the Services or these Terms. In Silence may suspend or terminate your access to the Services at any time, for any reason. If we suspect that you have violated any of these Terms, we may avail of any available legal remedy. Your rights under these Terms shall terminate automatically if you fail to comply with any of these Terms. Upon termination, you shall promptly delete or destroy any copy of In Silence software or Content in your possession. The In Silence Group shall not be liable to you or to any third party for any loss or damage caused by any suspension or termination of the Services or of your access thereto.

## **23. Limitation of Liability**

You fully and unconditionally agree that your use of the Services is at your own risk. In Silence provides the Services on an “as is” and “as available” basis. The In Silence Group disclaims and makes no warranty or representation of any kind, whether express or implied, regarding the Content and Services, including any warranty as to effectivity or suitability for any particular purpose. In Silence does not warrant uninterrupted access to or use of the Services by Users, or that any Content or information made available to Users is accurate, complete, secure, or will be transmitted within a particular period. You shall be solely responsible for any delay, damage, loss, or liability of any kind in connection with your access to, or use of, any of the Services. The In Silence Group shall not be liable for any said delay, damage, loss, or liability.

No communication obtained by you from any of the In Silence Group shall create, or be construed as, a legal or binding warranty, representation, undertaking, or obligation unless expressly stated in these Terms.

## **24. Force Majeure**

In Silence shall not be liable for any loss or damage sustained by reason of force majeure including, but not necessarily limited to, acts of God, government restrictions, and other causes beyond our control.

## **25. Indemnity**

You shall defend, indemnify, and hold free and harmless the In Silence Group from any costs, expenses, losses, damages, and liability caused by your use of the Services, your violation of these Terms, or your violation of any right of a third party through your use of the Content or Services.

## **26. Assignment**

You shall not share, sub-license, assign, or transfer, in whole or in part, any of these Terms, and any rights, licenses, or obligations arising from these Terms. Any assignment attempted in violation of these Terms is automatically void. In Silence reserves the right to assign or transfer, in whole or in part, and without restriction, any of its rights, licenses, and obligations herein.

## **27. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any judicial proceedings arising out of, or in connection with, these Terms, the Services, or the Content shall be brought under the jurisdiction of the proper court of \_\_\_\_\_, Philippines, to the exclusion of all other courts and agencies.

## **28. Non-Waiver**

The failure or delay of In Silence to demand the performance of any obligation or to enforce any right under, or provision of, these Terms shall not constitute a waiver or forfeiture of such right or provision, or the right to future performance of any provision herein, or any other right or remedy under law or these Terms.

## **29. Entire Agreement**

These Terms comprise the entire agreement between you and In Silence, and supersedes all prior and contemporaneous agreements, offers, or representations, including prior versions of these Terms, regarding your use of the Services and Content. If any of these Terms shall be declared invalid, illegal, or unenforceable by a competent court or agency, the remaining Terms shall not be affected or impaired and shall remain in full force and effect. These Terms shall be binding and inure to the benefit of In Silence and its successors and assigns.

## **30. Contacting In Silence**

For questions or concerns concerning these Terms, please contact us via email at \_\_\_\_\_.