

Introduction

Welcome to HYLA Relax TV Service. These Terms of Use for the Service is a legal contract between you, an individual user or a single entity, and HYLA Relax TV regarding your use of the Service. We may periodically make changes to these Terms of Use. It is your responsibility to review the most recent version of these Terms of Use frequently and remain informed of any changes to it. You agree that your continued use of the Service after such changes have been published to the Service shall constitute your acceptance of such revised Terms of Use.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY REGISTERING AND USING OUR SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE 'TERMS OF USE' OR 'TERMS'). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SERVICE.

Incorporation by Reference

The Definitions and Terms are hereby incorporated by reference and made a part hereof.

License to use the service

Subject to these Terms of Use, we grant to you a limited, Personal, non-exclusive, non-transferable license to use the Service for your personal or internal Business use and not for resale or further distribution. Your right to use the Service is limited by the terms set forth in these Terms of Use. Except for this license granted to you, we retain all rights, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States

copyright law and international treaties. Except as otherwise explicitly provided in these Terms of Use or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Service; (b) rent, lease, or sublicense access to the Service; nor (c) circumvent or disable any security or technological features or measures of the Service.

Access to the Service; Modifications to the Service

We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., charges by internet service providers). If you are using the Service on behalf of a Business, company, entity, or organization, then you represent and warrant that you: (a) are an authorized representative of that organization with the authority to bind such organization to these Terms and (b) agree to be bound by these Terms on behalf of such organization. We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

We reserve the right, at any time, to change or impose fees for access to and use of the Service. In order to use the Service, you must be the age of majority in your jurisdiction and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. **BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SERVICE, YOU REPRESENT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS IN THIS SECTION. IN ANY CASE, YOU AFFIRM THAT YOU ARE OVER THE AGE OF 13, AS THE SERVICE IS NOT INTENDED FOR CHILDREN UNDER 13.**

From time to time, we may apply upgrades, patches, bug fixes or other Maintenance to the Service. Some features or all features of

the Service may not be available during Maintenance. We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance) and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.

Termination of the Service

Termination by HYLA Relax TV. We reserve the right, in our sole discretion, to restrict, suspend, or terminate your access to the Service at any time, for any or no reason, with or without prior notice, and without liability.

Termination by user. You may terminate the use of the Service at anytime unless otherwise indicated in a written agreement.

If HYLA Relax TV stops providing the Service to you because you repeatedly or egregiously breach these Terms of Use, HYLA Relax TV may take measures to prevent the further use of the Service by you, including blocking your IP address.

Privacy policy

Your privacy is important to HYLA Relax TV. Our collection and use of registration and other information about you is governed by our Privacy Policy.

Links and third party content

The Service may contain links to third party products, services, and websites. We exercise no control over such third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through any third party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or

services available through any third party products, services, and websites.

ACCESS AND USE OF ANY THIRD PARTY PRODUCTS, SERVICES OR WEBSITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH ANY THIRD PARTY PRODUCTS, SERVICES OR WEBSITES, IS SOLELY AT YOUR OWN RISK.

Password

If you register, you will be asked to provide a password. You agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to immediately notify HYLA Relax TV if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes such activities. YOU MAY BE LIABLE FOR THE LOSSES INCURRED BY HYLA Relax TV OR OTHERS DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT.

Fees and Payments

HYLA Relax TV is a Subscription Plan Service and requires all users to create an account and opt into a Paid or Free account.

HYLA Relax TV provides a Free Service (non-paid) to individuals that comply with our Fair Use Policy.

HYLA Relax TV also provides a Paid Service that requires a recurring Subscription Fee to be paid for the HYLA Relax TV Service.

- a. **Subscription Fees.** The Subscription Fee is a fee that you agree to pay each month for the Service. HYLA Relax TV, at its sole discretion, may adjust the fees at any time. Best efforts will be made to notify all users in advance of any Subscription Fee changes.
- b. **Adjustments and Cancellations.** You may cancel your Subscription Fee at any time. In doing so, your Subscription Fee will

be adjusted and a pro-rated amount may be billed based on the number of days in the month prior to the Cancellation.

c. Subscription Renewal. Subscription Fees will be automatically renewed each month.

d. Payment by credit card. You authorize us to charge your credit card or bank account for all fees payable during the Subscription month. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

e. Payment Information. You will keep your contact information, billing information and credit card information up to date. Changes may be made on your Account page within the HYLA Relax TV application. All Subscription Fees are due and payable in advance. Should your Subscription Fees not be paid in advance, HYLA Relax TV may cancel your service.

Disclaimer of warranties

YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK. THE SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICE OR CONTENT, AND YOU RELY ON THE SERVICE AND CONTENT AT YOUR OWN RISK. ANY CONTENT OBTAINED THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE ACCESS, DOWNLOAD OR USE OF ANY INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICE. THE COMPANY DOES NOT WARRANT THAT ANY INFORMATION, MATERIALS, OR DATA OFFERED ON OR

THROUGH THE SERVICE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of liability

THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE OR CONTENT. UNDER NO CIRCUMSTANCES WILL THE COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR CONTENT OR THE INABILITY TO USE THE SERVICE OR CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS (\$100). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Updates to these Terms of Use

We may occasionally update the Service and these Terms of Use. When we do, we will revise the 'last updated' date on these Terms

of Use. You should check the Service and these Terms of Use frequently to see recent changes. Your continued use of the Service after such changes will be subject to the then-current terms of use. This version of these Terms of Use shall supersede all earlier versions.