

World Health Organization mYoga Application Terms of Use

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Thank you for downloading the mYoga mobile application (the “**App**”) provided by the World Health Organization (“**WHO**”, “**us**”, “**we**”, or “**our**”). Please read these Terms of Use (“**Terms**”) carefully before using the App. By accessing or using the App you agree to be bound by these Terms. If you do not agree with any part of the Terms, kindly refrain from using the App. If you have any questions about the App, or these Terms, please contact us at WHOmYoga@who.int.

About the App

The App is provided as a tool to facilitate understanding and practice of healthy behaviour, particularly yoga as a physical activity. The App is not a diagnostic or medical tool and WHO makes no claims regarding health outcomes as a result of practicing yoga or the use of the WHO mYoga App.

You are responsible for your health and your use of the App

You understand that it is your sole responsibility to use the App in a manner that is acceptable and appropriate for you given your state of health. Pre-exercise medical clearance is generally unnecessary when gradually increasing levels of physical activity. However, it is your responsibility to undertake exercise at a level and intensity appropriate to your fitness and health status. It is your responsibility to consult with a health professional before using the WHO mYoga app if you are pregnant, over the age of 65 or have any concerns about your health (including about pre-existing or current problems or injuries) or should you develop new symptoms when using the app. You understand that health disclaimers within the app are your responsibility to operationalise to ensure that use of the WHO mYoga App does not pose any unusual risks to your health and well-being. WHO cannot and will not be responsible for any health problems you may suffer which may result from any use of the App.

Our use of your data

The mYoga app collects no data from users and all data collected from app stores is aggregated and anonymised. The mYoga app does not currently involve any user profile creation. It does not have a login mechanism and no user personal data is stored within the app. Any user data from App usage is collected by WHO to allow WHO to provide the App and its use, as well as for the purposes of analytics, hosting and backend infrastructure monitoring, and anonymised data processing, analysis. WHO processes user data pursuant to its policies and practices, including its Personal Data Protection Policy. These provide for appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the data.

The App is for personal use only

The App is for individual personal informational use and may not be used for any commercial purpose.

The App is protected intellectual property

The App is © the World Health Organization, 2021. The App is protected by intellectual property, copyright, trademark, and other laws. You may not attempt to reverse engineer any part of the App without explicit written permission from WHO.

The WHO name and emblem are protected

All requests to use the WHO name and/or emblem require advance written approval of WHO. Other than to make factual reference to the App, you are not permitted to (i) in connection with your use of the App, state or imply that WHO endorses or is affiliated with you or your use of the App, or that WHO endorses any entity, organization, company, or product, or (ii) use the name or emblem of WHO in any way.

Links To other websites

The App does not currently contain any links to third-party web sites or services that are not owned or controlled by WHO, however should future content updates include such links, WHO has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that WHO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit prior to use thereof.

Limitation of WHO's liability

In no event shall WHO, its employees, partners, agents, suppliers, or affiliates, be liable for any loss or damages (direct, indirect, special, consequential, or otherwise) arising directly or indirectly in connection with, or resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; (iii) any content obtained from the App; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such loss or damage.

Disclaimer

Your use of the App is at your sole risk. The App is provided on an "AS IS" and "AS AVAILABLE" basis. The App is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. WHO does not warrant that (i) the App will function uninterrupted, secure or available at any time or location; (ii) any errors or defects will be corrected; (iii) the App is free of viruses or other harmful components; or (iv) the results of using the App will meet your requirements.

General provisions

Any dispute relating to the interpretation or application of these Terms or your use of the App shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final. Nothing contained herein or in any connection with the App shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national or international law, and/or as submitting the WHO to any national court jurisdiction.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. If you wish to terminate your use of the app, you may simply discontinue using the App and uninstall it from your device.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our App after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the App.

