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 and 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 of 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
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**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.