

TERMS & CONDITIONS

These Terms & Conditions ("Terms") govern your access to and use of tatyanaadumay.com and its current and future subdomains, landing pages, funnels, educational materials, coaching services, programs, communities, and other services that link to or reference these Terms (collectively, the "Services"). The Services are operated by Tatyana Dumay, a California sole proprietor ("Tatyana Dumay," "we," "us," or "our").

Please read these Terms carefully before using the Services. By purchasing, enrolling in, accessing, or using the Services, or by affirmatively accepting these Terms where an acceptance mechanism is presented, you agree to be bound by these Terms. If you do not agree, do not use the Services.

1. Eligibility and Adult Use

The Services are intended for adults age 18 and older. By using the Services, you represent that you are at least 18 years old and have the legal capacity to enter into these Terms. If you use the Services from outside the United States, you are also responsible for complying with applicable local laws, subject to any mandatory consumer protections that apply to you.

2. Nature of the Services

Our Services may include holistic health coaching, wellness education, Reiki-based wellness practices, self-care instruction, self-massage education, meditation, mindfulness, breathing and relaxation practices, movement or stretching practices, nutrition and cooking education, sauna-related education, group coaching, educational recordings, digital resources, and community support. Specific programs may include some or all of these elements.

The Services are educational and wellness-oriented. They are not medical care, medical diagnosis, psychotherapy or mental-health treatment, physical therapy, medical nutrition therapy, or other licensed medical treatment. Tatyana Dumay is not a physician and does not practice medicine through the Services. Although Tatyana maintains an active massage-therapy license/certification and draws on prior professional massage-therapy experience, she does not provide hands-on massage therapy to clients through the Services. Reiki is offered as a complementary wellness and self-awareness practice and is not medical care, diagnosis, or treatment.

Before beginning any program or practice offered through the Services, you are expected to consult your physician or other qualified health-care professional about whether participation is appropriate for your individual circumstances. Obtaining and following that guidance is your responsibility. Please also review our separate Disclaimer, available on our Website.

3. Recent Surgery and Program Fit

If you are within the first 12 months after surgery, our movement- and self-massage-based programs may not be the right fit for this stage of your recovery. We encourage you to give your body time to heal and to discuss participation with your medical team. Meditation-centered and other non-physical programs may be a more appropriate option during this period, depending on your individual circumstances and the guidance of your physician or other qualified health-care professional.

This is a conservative program-fit guideline and not a medical determination. Program descriptions may contain additional eligibility or participation guidance.

4. Enrollment, Purchases, and Payment

Prices, payment schedules, included materials, program duration, refund or cancellation terms, and other purchase-specific conditions may be stated on the applicable sales page, checkout page, order form, or program-specific agreement. Those purchase-specific terms are incorporated into these Terms for the applicable purchase.

Payments may be processed through third-party providers such as Stripe. You agree to provide accurate billing and contact information and to pay charges that you authorize. We do not directly store your full payment-card number.

Refunds, cancellations, payment plans, and rescheduling are handled according to the terms presented for the specific offer and applicable law. Nothing in these Terms limits any non-waivable consumer right.

5. Scheduling, Attendance, and Access

You are responsible for scheduling and attending appointments, live sessions, or program activities as applicable. Access to a cohort, private community, recording, resource library, or other program feature may be limited to the period or participants described in the applicable offer. We may make reasonable scheduling, platform, instructor, format, or curriculum adjustments when necessary, while seeking to preserve the essential nature of the purchased Service.

6. Community Participation and Conduct

Some programs may include access to a private or hidden Facebook cohort group or an alumni community. Community access is a privilege intended to support learning and respectful connection. You agree to communicate respectfully and not to harass, threaten, discriminate against, impersonate, spam, solicit improperly, or post unlawful or infringing content.

You must respect the privacy of other participants. You may not record, screenshot, copy, repost, publish, or distribute another participant's personal story, health information, image, voice, or comments outside the community without that person's permission. Because other participants are independent individuals, we cannot guarantee that another member will comply with community rules or maintain confidentiality.

We may moderate content or suspend or remove access when reasonably necessary to protect participants, the community, the Services, or our legal rights. Where practical, we may first address a concern with the participant, but immediate action may be taken for serious or repeated conduct.

7. Recordings and Live Sessions

Educational portions of certain group sessions may be recorded and made available only to the applicable program participants or cohort, as described for that program. Our practice is to stop or pause recording for personal sharing, individualized coaching, or discussion of sensitive health information. Additional recording notices or consent terms may apply to a particular program or session.

Participants may not make their own audio, video, screen, or other recordings of live sessions or other participants without express permission.

8. Your Health Information and Privacy

If you voluntarily share health-related information, we seek to collect and retain only what is reasonably necessary for the requested Service, safety, continuity, or legal/business purposes. We may use minimal safety or contraindication notes rather than detailed medical histories where appropriate.

Our handling of personal information is governed by our Privacy Policy. Washington consumers should also review our Washington Consumer Health Data Privacy Policy, and Nevada consumers should review our Nevada Consumer Health Data Privacy Notice. These documents are available on our Website.

9. Educational Materials and Intellectual Property

Unless otherwise stated, the Website design, written materials, videos, recordings, worksheets, course materials, graphics, branding, program organization, and other copyrightable or proprietary materials we provide are owned by or licensed to Tatyana Dumay and are protected by applicable intellectual-property laws.

Your purchase or enrollment gives you a limited, personal, non-exclusive, non-transferable right to access and use the materials for your own lawful, non-commercial learning and self-care. You may not reproduce, sell, sublicense, publicly distribute, upload, publish, commercially teach from, or create unauthorized derivative copies of our protected materials. These restrictions do not claim ownership of ideas, facts, methods, or other material that cannot lawfully be protected.

10. Content You Provide

You retain ownership of content you create and submit, such as comments, questions, or community posts. You grant us a limited license to host, display, transmit, and otherwise use that content only as reasonably necessary to operate the Service or community in which you submitted it. We will not use your testimonial, photograph, video, voice, or personal story for public marketing without separate authorization where required.

You are responsible for content you submit and must not knowingly provide content that is unlawful, infringing, malicious, or that violates another person's privacy or rights.

11. Third-Party Platforms and Services

The Services may rely on or link to third-party platforms such as GoDaddy, Mastermind.com, Stripe, Google, Zoom, Meta/Facebook, YouTube, Vimeo, Microsoft 365, and other providers. Their services are governed by their own terms and privacy practices. We are not responsible for outages, security incidents, content, policies, or actions of third-party platforms that are outside our reasonable control.

12. Wellness Risks and Personal Responsibility

Participation in self-massage, movement, stretching, exercise, sauna use, meditation, breathing, nutrition changes, Reiki, and other wellness practices is voluntary. Individual circumstances differ. You are responsible for deciding whether and how to participate, selecting an appropriate level of activity, following safety instructions, using a safe environment and equipment, and stopping if you experience pain, dizziness, unusual shortness of breath, significant distress, or other concerning symptoms.

If you have an active medical condition, recent surgery, injury, unexplained symptoms, food allergy or restriction, have been advised to limit activity, or otherwise have reason to question whether a practice is appropriate, discuss participation with your physician or other qualified health-care professional before proceeding. In an emergency or for urgent medical symptoms, seek appropriate emergency or medical care rather than relying on the Services.

13. No Guarantee of Results

We do not promise or guarantee any particular health, wellness, financial, personal, or other result from the Services. Outcomes vary based on many factors, including individual circumstances, participation, consistency, and factors outside our control. Testimonials and individual experiences describe those individuals' experiences and are not guarantees that you will achieve the same or similar result.

14. Prohibited Uses

- Use the Services for unlawful, fraudulent, abusive, or harmful purposes.
- Attempt to gain unauthorized access to accounts, systems, recordings, private groups, or another participant's information.
- Interfere with the security, operation, or availability of the Services.
- Scrape, copy, harvest, or systematically extract protected content or personal information without authorization.
- Use another participant's personal or health information for solicitation, marketing, harassment, publication, or any unrelated purpose.
- Misrepresent your identity, affiliation, qualifications, or relationship with us.

15. Suspension or Termination

We may suspend or terminate access to a Service when reasonably necessary because of nonpayment, material violation of these Terms or community rules, misuse of the Services, safety concerns, unlawful conduct, or conduct that materially disrupts the program or harms other participants. Any refund rights following termination will be determined by the applicable purchase terms and law.

16. Disclaimers of Warranties

To the fullest extent permitted by law, the Website and Services are provided on an “as is” and “as available” basis. We do not warrant that the Services will be uninterrupted, error-free, or suitable for every person or circumstance. We do not make medical, therapeutic, or outcome guarantees. Nothing in this section excludes warranties or rights that cannot lawfully be excluded.

17. Limitation of Liability

To the fullest extent permitted by applicable law, Tatyana Dumay will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from or related to the Services, including loss of data, profits, opportunities, or business interruption, where such damages may lawfully be limited.

For claims that may lawfully be limited, our aggregate liability arising from a particular paid Service will not exceed the amount you paid to us for that Service during the 12 months preceding the event giving rise to the claim. This limitation does not apply to liability that applicable law does not permit us to exclude or limit, including any rights that cannot be waived under applicable consumer law.

These Terms do not replace any separate informed-consent or assumption-of-risk agreement that may apply to a particular program.

18. Indemnification

To the extent permitted by law, you agree to be responsible for losses, claims, or expenses reasonably arising from your unlawful misuse of the Services, your material violation of these Terms, or your infringement of another person’s rights. This provision does not require you to indemnify us for our own conduct where such indemnification is prohibited by law.

19. Governing Law and Disputes

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles, except to the extent mandatory law in your place of residence applies. Any dispute that is not resolved informally may be brought in a court of competent jurisdiction in California, subject to any mandatory venue or consumer-protection rights that apply to you.

Before filing a legal claim, we encourage you to contact us at contact@tatyanaumay.com so that we can try to resolve the matter informally. This informal process does not prevent either party from seeking urgent relief or exercising a right that cannot lawfully be restricted.

20. Changes to These Terms

We may update these Terms to reflect changes in our Services, technology, business practices, or legal requirements. The current version will be identified by the “Updated” date at the end. Material changes will not retroactively reduce rights relating to a completed purchase except where permitted by law or agreed by you. Continued use of the Services after an updated version becomes effective constitutes acceptance where permitted by law.

21. Severability; No Waiver

If a provision of these Terms is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law. A failure to enforce a provision on one occasion does not waive the right to enforce it later.

22. Entire Agreement and Related Documents

These Terms, together with any purchase-specific terms, program agreement, community rules, and the following Website documents, form the applicable agreement concerning your use of the Services: Privacy Policy, Disclaimer, Washington Consumer Health Data Privacy Policy (when applicable), and Nevada Consumer Health Data Privacy Notice (when applicable). If a program-specific agreement contains more specific terms for that program, the more specific terms control to the extent of a direct conflict, subject to applicable law.

23. Contact

Questions about these Terms may be sent to:

Tatyana Dumay

Email: contact@tatanadumay.com

Website: tatanadumay.com

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