



TERMS OF SERVICE – PRIVATE YOGA CLASSES

THESE TERMS OF SERVICE (“AGREEMENT”) ARE A LEGAL AGREEMENT BETWEEN YOU (“YOU”, “YOUR”, OR “CUSTOMER”) AND YOGA BEYOND THE STUDIO LLC (“WE,” “US” OR “COMPANY”), THE OWNER AND OPERATOR OF THE YOGA BEYOND THE STUDIO WEBSITE (THE “SERVICES”). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PRIVATE YOGA CLASSES SERVICES. BY ACCESSING AND USING THE SERVICES, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SERVICES. COMPANY RESERVES THE RIGHT TO AMEND OR CANCEL THIS AGREEMENT AND CEASE PROVIDING YOU ACCESS TO SERVICES AT ANY TIME, FOR ANY REASON.

By signing up for an Account (defined below) to use the Services, you represent, acknowledge and agree that you are at least 18 years of age.

1 – CHANGES TO TERMS; PERSONAL INFORMATION/PRIVACY

1.1 – Changes to the services

Company may add to, change or remove any part of the Services, including, without limitation, any Content (as defined below) therein, at any time without prior notice to you.

1.2 – Personal Information/Privacy

You agree to provide accurate, current, and complete information as required for the use of the Services. Company reserves the right to block further access to the Services to you if you provide false, inaccurate or incomplete data. You acknowledge that Company uses a third party payment processing service to process orders and bill fees to your credit card. Company’s Privacy Policy, located at the URL: <https://www.yogabeyondthestudio.com/privacy-policy> (the “Privacy Policy”), explains how your personally identifiable information is collected, used and disclosed. You hereby agree that we may use your personal information in accordance with the terms of the Privacy Policy.

2 – ACCOUNT AND PASSWORDS; LICENSE

2.1 – Account and Passwords

In order to use the Services, you must sign up for an account with us (an “Account”). In order to obtain and maintain an Account, you must provide up-to-date information to us (“Account Information”), including: (i) Services compliant username, (ii) Services compliant password, (iii) name and contact

information (including current mobile phone number with text messaging abilities and valid email address), (iv) credit card payment information and authorization, and (v) other information that may be required by us from time to time. Failure to keep Account Information up to date may result in your inability to access the Services.

You are responsible for maintaining the confidentiality of your passwords, and you are responsible for all activities that occur using your Account. You agree not to share your password, let anyone else access your password or Account or do anything else that might jeopardize the security of your password or Account. You may not assign your Account. You agree to notify Company if there is any unauthorized use of your password or Account on the Services or if you know of any other breach of security in relation to the Services.

2.2 – License to use Services; Prohibitions

Subject to your compliance with this Agreement, Company hereby grants you a limited, personal, revocable, non-transferable, non-sublicensable, and non-exclusive license to access the Services and use the content, information, text, images, graphics, interfaces, audio and video clips and any other materials displayed on the Services (collectively, the “Content”), solely for your personal, non-commercial use. You may not copy, modify, reproduce, publicly display or perform, distribute, or otherwise use the Content except as expressly set forth in this Agreement. You may not remove any copyright or other proprietary notices from any Content. If you breach any term of this Agreement, your authorization to use the Services and Content automatically terminates without notice to you.

You hereby represent and warrant that you will not, and will not induce any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Services or Content or otherwise attempt to gain unauthorized access to any portion of the Services or Content or any other systems or networks connected to the Services, or to any server of Company or its third party service providers, by hacking, password “mining”, or any other illegal means; (b) use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the Services or Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Services or with any other person’s use of the Services; (d) track or seek to trace any information on any other person who visits the Services; (e) use the Services or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by this Agreement or applicable laws, rules or regulations; or (f) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Services or Content.

3 – USE OF SERVICES

3.1 – Use of Services to Hire Third-Party Yoga Teachers

You may use the Services to hire third-party yoga teachers (“Third Party Teachers”) to teach yoga classes. You acknowledge that the Services provide peer-to-peer connection services between yoga teachers and yoga students, and that we do not provide, and the Services are not, a yoga teaching provider service. The relationship between you and a Third Party Teacher is a direct business relationship. You may use the Services to purchase Credits (as defined in Section 3.3 below) and to schedule classes with a Third Party Teacher using purchased Credits. You (and all of your invitees for a group class) may not participate in a session scheduled through the Services without having a written liability waiver on file with us.

3.2 – Group Classes

You may use the Services to hire a third-party yoga teacher to teach a class to you personally, or to teach a group class to you and your invitees. You agree not to let any invitee under the age of 18 to participate in a group class without a parent or legal guardian present. You agree that all invitees must consent to the terms of this Agreement and execute a liability waiver before participating in the group session, and the Third Party Teacher may refuse to provide service to any invitees who fail to agree to the terms of this Agreement or execute a liability waiver.

3.3 – Payment and Pricing

You understand that by agreeing to purchase yoga sessions provided by Third Party Teachers through the Services at the prices advertised in the Services, you authorize us to charge your designated credit card on file in your Account (or a secondary credit card or payment method, if the designated credit card payment fails) for the associated fees for those services (the “Charges”). After each Charge is made to your credit card, you will receive a receipt via the email address in your Account. Instead of paying for sessions directly, we offer for sale credits for sessions (each a “Credit”) that may be redeemed with one or more Third Party Teachers at a later date. All sales for Credits are final and nonrefundable; we may offer Credits for sale at varying prices, in varying packages and at varying times, and you agree (i) that changes in prices or offers from time to time will not affect your or our rights in previously purchased Credits, or entitle you to a refund of any kind and (ii) you agree to purchase the Credits on the terms advertised in the Services at the time of purchasing the Credits.

You understand that a portion of each Charge for a Credit shall be designated as payment to the Third Party Teacher providing the yoga session associated with that Credit to you. You understand that the remaining portion of the Charge for each Credit shall be designated as a finder’s fee (“Finder’s Fee”) payable to us. You acknowledge that the Third Party Teacher using us as a limited payment collection agent to collect fees from you and pay their portion of the Credit to them does not interfere with the direct business relationship you have with the Third Party Teacher and does not make us a provider of yoga teaching services. Charges for Credits do not include any gratuity to the Third Party Teacher; if you wish to provide a gratuity to a Third Party Teacher, you must do so using a separate payment method directly to the Third Party Teacher.

You understand and agree that you are free to arrange for sessions and payment with a Third Party Teacher outside of the Services (“Outside Arrangements”). However, you understand and agree that we

are entitled to a Finder's Fee for sessions provided through Outside Arrangements. You agree that the terms of any Outside Arrangements must be reported to us within five (5) days of you participating in a yoga session with a Third Party Provider under the Outside Arrangements, so that we may calculate the Finder's Fee and collect it from the Third Party Provider. In the event you fail to report any sessions under any Outside Arrangements, and we are unable to collect the Finder's Fee from the Third Party Provider for such sessions, you agree that we may charge the amount of the lost Finder's Fee to your credit card on file for each such session.

3.4 – Refund/Cancellation Policy

You may cancel a session with a Third Party Teacher by providing at least forty-eight (48) hours' notice through the Services, and such cancellations will result in a refund of the Credit associated with that session to your Account. In no circumstance will a cancellation of a session result in a monetary refund. If you cancel a session with less than forty-eight (48) hours' notice, you will lose the Credit associated with that session and not be entitled to a refund of any kind. If you cancel four (4) or more sessions (except for cancellations for a Justified Reason, as defined below), with or without forty-eight (48) hours' notice, in any twelve (12) month period, we may terminate your rights to use the Services without monetary refund for any unused Credits.

Notwithstanding the foregoing, if you decide to cancel a session for a Justified Reason (as defined below), and we determine that the circumstances qualify as a Justified Reason, you will receive a Credit for the cancelled class. A "Justified Reason" means any time a student cancels a session for any of the following reasons:

- (a) The Third Party Teacher is more than ten (10) minutes late to a session;
- (b) The Third Party Teacher's instructor(s) show up to a session intoxicated;
- (c) The Third Party Teacher's instructor(s) commit a crime against a student;
- (d) The Third Party Teacher's instructor(s) sexually harass a student;
- (e) The Third Party Teacher's instructor(s) use foul or offensive language during a session;
- (f) The Third Party Teacher's instructor(s) do any unsafe act during a session;
- (g) The Third Party Teacher's instructor(s), intentionally or accidentally, damage any property during a session;
- (h) The Third Party Teacher's does or allows any other act or omission that would cause a reasonable person to request the session discontinue.

3.4 – Payment Methods

Company accepts credit card payments only. You agree to pay all fees charged to your account based on Company's fees, charges, and billing terms in effect as shown on the payment page when you confirm any purchases through the Services. All sales and payments will be in US Dollars.

3.5 – Identification

You agree that Third Party Teachers may require you to present identification confirming that you are the Account holder of the Account that requested the session, and that failure to provide required identification may result in the Third Party Teacher cancelling the session and your loss of payment or credit for that session. Further, a Third Party Teacher may require any of your invitees in a group session to provide identification prior to accepting their liability waivers required for participation in the group session.

3.6 – Your Conduct

You agree not to use the Services for any purpose other than to request, schedule and pay for yoga sessions from Third Party Teachers. You agree not to cause any nuisance, harass any Third Party Teacher, or otherwise act offensively towards a Third Party Teacher. Failure to conduct yourself as required by this Agreement may result in the Third Party Teacher cancelling the session and your loss of payment or credit for that session and may result in us terminating your access to the Services without refund.

3.7 – Contact with You

You agree that we may contact you about your use of the Services, including coordinating a Third Party Teacher's arrival at the chosen session location, through (i) the Services themselves, (ii) your email address on file, (iii) your mobile phone number on file (via text message or phone call, including automatic phone calling systems), and (iv) any other contact information you have provided to us. Notwithstanding the foregoing, you may opt out of receiving text messages from us at any time by requesting to opt out through the Services.

3.8 – Device

You shall be solely responsible for having a mobile device or other digital device compatible with the Services (a "Device"), and for any payments or fees required to keep the Device operational (including internet access and associated data usage fees). We reserve the right to modify the compatibility requirements for Devices to access the Services in our sole and absolute discretion.

4 – PROPRIETARY RIGHTS

You hereby acknowledge and agree that Company or its licensors own all legal right, title and interest in and to the Services and Content, including, without limitation, any and all intellectual property and other proprietary rights which subsist in the Services and Content, whether such rights are registered or unregistered, and wherever in the world those rights may exist.

Yoga Beyond the Studio is a trademark of Company in the United States. Other trademarks, names and logos on the Services are the property of their respective owners. Unless otherwise specified in this Agreement, all information and screens appearing on the Services, including Content, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Company, Copyright ©2019 Yoga Beyond the Studio LLC. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution,

modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

5 – THIRD PARTY SERVICES; INDEMNIFICATION

5.1 – Third Party Web Services

The Services may provide links to third party Services that are not owned or controlled by Company, including, without limitation, Facebook, Twitter and LinkedIn (“Third Party Services”). We provide such links solely as a convenience to you. Company does not review, approve, endorse, or make any representations about such Third Party Services, the companies or persons who own and/or operate them, or any information, software or other products and services made available through such Third Party Services, or any results that may be obtained from using them. You should exercise common sense and your own judgment, and if you decide to access any Third Party Services linked to the Services, you do so entirely at your own risk, and you are solely responsible for your activities conducted in connection with such Third Party Services. Your use of Third Party Services is subject to the terms of use and privacy policies located on the linked to Third Party Services which may be different from this Agreement or our Privacy Policy, including, without limitation, such Third Party Services’ password and account security policies and user-generated content posting and acceptable use policies.

5.2 – Indemnification

You hereby agree to defend, indemnify and hold each of the Company Parties (as defined in Section 6 below) harmless from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorneys’ fees and costs) arising from your breach of this Agreement, or otherwise arising from your use or misuse of the Services or Content.

6 – DISCLAIMER OF WARRANTIES

THE SERVICES AND CONTENT ARE FURNISHED TO YOU “AS IS” AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. COMPANY, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “COMPANY PARTIES”): (A) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES OR CONTENT WILL BE TIMELY, UNINTERRUPTED, STABLE, OR SECURE; (C) DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR CONTENT WILL BE ERROR-FREE OR THAT

ANY DEFECTS WILL BE CORRECTED; AND (D) DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OF THE SERVICES, CONTENT OR PRODUCTS IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOUR USE OF THE SERVICES, CONTENT, PRODUCTS OR MEMBERSHIPS IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND CONTENT

THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND COMPANY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ANY PERSON ON BEHALF OF COMPANY SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.

NOTHING IN THIS SECTION 6 SHALL EXCLUDE OR LIMIT THE COMPANY PARTIES' WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

7 – LIMITATION OF LIABILITY

7.1 –

IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, (INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE) WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 –

IF, NOTWITHSTANDING THE FOREGOING, A COMPANY PARTY IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR CONTENT, THE RELEVANT COMPANY PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID COMPANY THROUGH THE SERVICES; AND (B) THE SUM OF TWO HUNDRED FIFTY US DOLLARS (US\$250).

7.3 –

NOTHING IN THIS SECTION 7 SHALL EXCLUDE OR LIMIT ANY COMPANY PARTY'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH COMPANY PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

8 – DISPUTE AND ARBITRATION; CLASS ACTION WAIVER; CHOICE OF LAW

8.1 – Dispute and Arbitration; Class Action Waiver

Please read this carefully. It affects your rights.

Summary:

Most customer concerns can be resolved quickly and to a customer's satisfaction by writing to our customer service department at info@yogabeyondthestudio.com or Yoga Beyond the Studio LLC, Attn: Customer Service, 638 INDEPENDENCE PARKWAY, STE 240, CHESAPEAKE VA 23320. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction (or if we have not been able to resolve a dispute we have with you after attempting to do so informally), we each agree to resolve those disputes ARISING OUT OF THIS AGREEMENT (OTHER THAN THOSE RELATED TO COMPANY'S ENFORCEMENT AND PROTECTION OF ITS NAME AND INTELLECTUAL PROPERTY RIGHTS) through binding arbitration or small claims court instead of in courts of general jurisdiction. This includes any claims against other parties relating to services provided or billed to you (such as our licensors, suppliers, dealers or Third Party Teachers) whenever you also assert claims against us in the same proceeding.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. The arbitrator must follow this Agreement and can award the same damages and relief that a court can award.

We each also agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 8.2 below). ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Neither you nor Company has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim.

All disputes relating in any way, directly or indirectly, to Company for breach of contract, breach of fiduciary duty, negligence, personal injury, intentional torts or other tort will be arbitrated according to the rules of the American Arbitration Association (AAA) in Arlington, Virginia, including any dispute about the scope of this arbitration agreement, and including all questions about the types of disputes that are subject to this arbitration agreement, all of which you agree will be decided by the arbitrators, whose decision will be final and binding on you. Any issue concerning the extent to which a dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of this Agreement, including any contention that all or part of this agreement is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. You acknowledge and agree that, in any arbitration proceeding, no depositions will be taken, and all other forms of discovery of facts will be limited to those things that the arbitrators determine, in their sole discretion, to be necessary. Further, in any arbitration proceeding, (i) there shall be no award of punitive, exemplary, incidental or consequential or other special damages, (ii) all damages claims and awards will be governed by the laws of the Commonwealth of Virginia, and (iii) the parties will conduct the arbitration confidentially and expeditiously and will pay their own costs and expenses of arbitration, including their own attorneys' fees. If you are unable to afford the AAA fee, you agree to notify all persons against whom you have an arbitrable claim and give such persons the opportunity individually and as a group to pay such fee. The proceeding and the decision shall be kept confidential by the parties.

8.2 – Choice of Law

This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the State of Maryland, without regard to its conflicts of laws rules. Foreign laws do not apply. Arbitration proceedings must be in Arlington, Virginia. Any court proceedings relating to this Agreement must be in the state courts of Montgomery County, Maryland or the Federal District Court of the District of Maryland sitting in Greenbelt, Maryland. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

9 – ELECTRONIC COMMUNICATIONS; GENERAL TERMS

9.1 – Electronic Communications

Whenever you use our Services or send emails to us, you are communicating with us electronically. For that reason, you also consent to receive communications from us electronically. We will communicate with you by email (using your email address provided to us in the Account), by posting notices on our Services or by such other means as we may determine from time-to-time. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

9.2– General Terms

Company may issue a warning, temporarily suspend, indefinitely suspend or terminate your right to use or access all or any part of the Services including any account thereon, without notice, for any reason in Company's sole discretion, including without limitation breach of this Agreement, Company's belief that such access would violate any applicable law, rule or regulation or would be harmful to the interests of, or potentially cause financial loss or legal liability to Company or another user of the Services. This Agreement and the Privacy Policy constitute the entire agreement between you and Company regarding its subject matter. Company will not be responsible for failures to fulfill any of its obligations due to causes beyond its control. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this Agreement, and the other parts will remain in full force and effect. The parties shall at all times and for all purposes be deemed to be independent contractors and neither party nor its agents may bind the other party. This Agreement is only valid in the English language. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each indemnified Company Party shall be a third party beneficiary hereunder. Company may assign or transfer its rights, or delegate any performance, under this Agreement to a third party in its sole discretion. You may not assign or otherwise transfer your rights, or delegate your performance,

under this Agreement to any third party without in each and every case, Company's express prior written consent. All terms which by their nature are intended to survive any termination of this Agreement, or any termination of your use of the Services or Content shall survive such termination.