

TERMS OF SERVICE AGREEMENT

VIBE YOGA, LLC

INTRODUCTION

This Terms of Service Agreement (“Agreement”) constitutes a binding agreement between the **Site User** (“User”) and **Vibe Yoga, LLC** (“Vibe”). By accessing and/or using this website (“Site”) for information, instruction, training, classes or other purposes (collectively “Services”) you are agreeing to comply with and be bound by the terms and conditions of this Agreement. From time to time, at Vibe’s sole option, Vibe may modify, amend, supplement and/or replace the terms and conditions of this Agreement (collectively “Modifications”). By continuing to use the Site after any such Modifications, User agrees to be bound by this Agreement, as modified.

TERMS AND CONDITIONS

1. Use of Services. By accessing and/or using the Services, User agrees or represents as follows: (A) To be bound by this Agreement and any Modifications hereafter made to this Agreement; (B) That User is of legal age in User’s jurisdiction of residence to form a binding contract; and (C) User represents that User has the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf User is using the Services. Except as otherwise provided herein, if User does not agree to be bound by this Agreement, User may not access or use the Services.
2. Liability Release. User understands that use of or participation in the Services presents the inherent risk of bodily injury, disability, paralysis, and/or death to User (and if User is pregnant, to User’s unborn child) common to or associated with participation in athletic endeavors. By using or participating in the Services, User represents as follows:
 - A. Medical Clearance. That User has been medically cleared to participate in the Services or has independently decided to participate in the Services and that User accepts all such inherent risk associated with participation in the Services.
 - B. Release. In recognition and acceptance of the aforementioned inherent risk, User hereby waives and releases Vibe and its managers, members, as well as other teachers/instructors such as Vibe’s employees, Vibe’s independent contractors, lessees of Vibe and other Vibe participants (collectively “Instructors”) from any and all responsibility and liability relating to any bodily injury, disability, paralysis, and/or death that User may sustain (and if User is pregnant, that User’s unborn child may sustain) as a result of my participation in the Services offered or sponsored by Vibe.
 - C. Instructors. User understands and recognizes that Vibe is not responsible or liable for the actions or statements of any Instructors.
 - D. Image Consent and Release. User understands and recognizes that User’s image may be captured, recorded, broadcast, streamed and/or otherwise utilized by Vibe

before, during and/or after User's participation in the Services. User hereby consents to all such photography and video and grants to Vibe an unlimited right to reproduce, use, exhibit, display, broadcast, stream and/or distribute such photography and video in any manner or media now existing or hereafter developed, in perpetuity, including but not limited to, marketing, advertising, publicity, live-streaming, video-on-demand or any other such purpose.

- E. Heirs and Representatives. User understands and recognizes that this is a binding liability release and agreement related thereto and shall also be binding upon User's heirs, assigns and personal representatives (and if User is pregnant, it shall be binding upon unborn child and said unborn child's representatives).
- 3. Copyright. User acknowledges that all rights, title and interest in the Services and other materials on this Site, created by Vibe, are owned by Vibe and protected by copyright and/or other intellectual property laws as applicable.
- 4. License for Use. Subject to the terms and conditions of this Agreement, Vibe grants User a limited license to use the Services solely for User's personal, non-commercial purposes. If Vibe provides materials on this Site for User download, then permission is granted for such download for personal, non-commercial use. The license granted herein to User shall automatically terminate if User violates any term or conditions of this Agreement. Upon any termination of this License, User agrees to destroy any downloaded materials in User's possession. Any future Modifications are subject to these license provisions. Vibe, its suppliers and service providers reserve all rights not granted by way of this Agreement.
- 5. License Restrictions. User may not modify or copy any Services or other materials on the Site, may not use the Services or other materials on the Site for commercial purposes or public display or share, transfer or mirror the Services or other materials on the Site for use by any other person except for User. User may not copy, reproduce, translate, decompile, reverse engineer, derive source code from, disassemble, modify, create derivative works from or remove any proprietary notices from the Services or other materials on this Site, or any part thereof.
- 6. Termination by Vibe. At Vibe's sole discretion, Vibe may modify or discontinue the Services or may modify, suspend or terminate User's access to the Services, for any reason with or without notice or liability to User.
- 7. Fees and Purchase Terms. User agrees to pay all fees and charges associated with the Services utilized by User in accordance with Vibe's fees, charges and billing terms in effect at the time a fee or charge is due and payable.
 - A. Taxes. User also agrees to pay all applicable taxes.
 - B. Payment Information and Authorization. User agrees to provide Vibe with valid payment information in connection with User's orders. By providing Vibe with User's payment information, User agrees that Vibe is authorized to immediately invoice User for all fees and charges due and payable to Vibe hereunder, that Vibe is authorized to share any payment information and instructions required to

complete the payment transactions with its third-party payment service providers, and that no additional notice or consent is required for the foregoing authorizations.

- C. Automatic Renewal. If User's order is subject to automatic renewal, User will be notified during the order process. The automatic renewal and cancellation terms provided during the order process are hereby incorporated into this Agreement.
 - D. Change to User Payment Information. User agrees to immediately notify Vibe of any change in User's payment information.
 - E. Change in Pricing and Billing Methods. Vibe reserves the right at any time to change its prices and billing methods.
 - F. Suspension of Services. If payment cannot be charged to User's payment card or User's payment is returned for any reason, Vibe reserves the right to either suspend or terminate User's access to the Services not paid for by User.
 - G. No Refunds. Vibe shall not be obligated to make any refunds for any Services sold on or through the Site. User understands and accepts that all Site sales are final.
8. Limitation of Liability. In no event shall Vibe or any of Vibe's affiliates be responsible or liable for any damages (whether special, indirect, incidental, speculative, punitive, personal, consequential or otherwise) arising out of or associated with User's use or inability to use the Services and other materials on the Site. Any liability of Vibe whatsoever, from any cause of action, including but not limited to actions based on contract, tort, negligence, strict liability, product liability or other cause, shall in no event exceed the amount paid by User for the Services during the twelve (12) month period preceding the imposition of any such liability.
9. Indemnification. As a condition to User's use of this Site, User agrees to indemnify and hold Vibe harmless (including any member, manager, director, employee, contractor and/or affiliate of Vibe) from and against any and all liabilities, damages, expenses (including attorney and/or legal fees and expenses) arising out of or associated with User's use of the Site.
10. Third-Party Links. Should this Site, from time to time, contain any links to third-party websites (including advertisements) then User acknowledges and understands that all such linked sites, materials, pages and information are not under the control of Vibe and that Vibe is not responsible for the content (or accuracy thereof) contained or provided in any such linked website nor any loss or damage User may incur or sustain as a result of User's use of any such third-party website. Vibe provides any such third-party links only as a convenience to User and does not review, approve, monitor, endorse, warrant or make any representations with respect to them, their content, products or services. The use of any and all such third-party links shall be at the sole risk of User.
11. Privacy Policy. Vibe recognizes that privacy is important. This privacy policy applies to all information contained, used, disclosed or collected on this Site, all Services and any

products offered on this Site by Vibe. Terms and conditions of Vibe's privacy policy are as follows:

- A. Personal Information. Vibe may collect and retain certain personal information based on, among other things, User-provided information, User browsing, User purchases, User class history and by use of cookies. By submitting such information, accessing this Site and/or engaging Services, User agrees and consents to such collection and retainage of personal information.
 - B. Third-Party Websites. This Site may contain links to third-party websites that are not controlled or operated by Vibe. This privacy policy does not apply to any such third-party websites and Vibe is not responsible for the content of such third-party websites or the respective privacy policies of such third-party websites.
 - C. Use and Storage of Personal Information. User's personal information may be used by Vibe to provide User with promotional notices, informational material and/or offering and delivering the Services. Vibe may store User's personal information when User interacts with the Site but Vibe will delete User's personal information upon written request by User.
 - D. Disclosure of Personal Information. Vibe will not sell or license any personal information collected from User.
 - E. Security. Although Vibe will engage in reasonable steps to protect User's personal information from loss, misuse, unauthorized access, alteration and/or disclosure, User recognizes and understands that Vibe cannot guaranty that such personal information will be completely secure or error-free due to the nature of the internet and internet transmissions.
 - F. Modification of Privacy Policy. Vibe may modify or update this privacy policy at any time which modification or update shall be valid and effective upon its posting to this Site.
12. Miscellaneous Terms and Provisions. This Agreement shall be subject to the following miscellaneous terms and provisions:
- A. Entire Agreement. The terms and conditions of this Agreement, including any notices, policies and/or guidelines linked to these terms and conditions, represent the entire understanding and agreement by and between Vibe and User. This Agreement, as amended from time to time, supersedes and replaces any prior oral or written understandings or agreements between Vibe and User.
 - B. User Content and Settings. Vibe assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any content, communications or personalization settings of User.
 - C. Severability. Each provision of this Agreement is severable and if one or more provisions are declared invalid by a Court of competent jurisdiction, the remaining provisions of the Agreement not declared invalid will remain in full force and effect.

- D. Force Majeure. Non-performance by Vibe hereunder shall be excused to the extent that such performance is rendered impossible by strike, fire, flood, governmental acts, failure of suppliers, an act of God, pandemic or any other reason where failure to perform is beyond the control and not caused by Vibe.
- E. Assignment. This Agreement, and User's rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by User without Vibe's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- F. Governing Law. Any claim relating to this Site shall be governed by the laws of the State of Indiana without regard to any applicable conflict of law provisions.
- G. Waiver. Any failure or delay by Vibe in exercising any right or remedy allowed hereunder will not constitute a waiver of such right or remedy. Likewise, the waiver by Vibe of any one default by the User will not waive subsequent defaults of the same or different kind by User.
- H. Severability. Each provision of this Agreement is severable and if one or more provisions are declared invalid by a Court of competent jurisdiction, the remaining provisions of the Agreement not declared invalid will remain in full force and effect.