

## **Combined Terms of Use and Privacy Policy**

PLEASE READ THIS COMBINED TERMS OF USE AND PRIVACY POLICY CAREFULLY! BY ACCESSING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE COMBINED TERMS OF USE AND PRIVACY POLICY, AND UNDERSTAND AND AGREE TO ABIDE BY THEM.

These Combined Terms of Use and Privacy Policy Agreement (this "Agreement") describes the terms and conditions applicable to your use of Balanced Foundation Yoga, LLC's ("BFY") website. If you do not agree to the terms and conditions of this Agreement, please do not use this website.

BFY may at any time revise or modify this Agreement or impose new conditions for use of this website. Such changes, revisions or modifications shall be effective immediately upon notice to you, which may be given by any means including, without limitation, posting on the website or by e-mail. Any use of the website by you after such notice shall be deemed to constitute acceptance of such changes, revisions or modifications. BFY may modify its services at any time.

**THIS WEBSITE DOES NOT PROVIDE MEDICAL ADVICE.**

The content on this website is intended to be a general information resource in regard to the subject matter covered, and is provided solely on an "AS IS" and "AS AVAILABLE" basis. You are encouraged to confirm the information contained herein with other sources, and to review the information carefully with your professional health care provider if you feel that is appropriate. BFY is not engaged in rendering medical services or advice via this website. If you desire or need such services or advice, you should consult a professional health care provider. You should not construe BFY's publication of this content as any warranty or guarantee of any strategy, recommendation, treatment or action.

### **Scope of Use**

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### **No Warranties**

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. BFY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND THE CONTENT AVAILABLE ON THE WEBSITE IS AT YOUR SOLE RISK. BFY MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES. The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

## **Limitation of Liability**

YOUR USE OF THE WEBSITE OR ANY CONTENT ON THE WEBSITE IS AT YOUR OWN RISK. BFY SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF BFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH THE USE OF THE WEBSITE, OR THAT ARISES IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, WAR, TERRORISM, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE, OR RELATED INFORMATION OR PROGRAMS.

## **Indemnification**

If you violate any terms of this Agreement or if you misuse this website, you agree to defend, indemnify and hold harmless BFY, its officers, directors, employees, agents and licensees from any and all liability including costs, expenses and attorneys' fees that arise out of or are related to your violation or misuse.

## **User Submissions**

Certain areas of this website enable you to submit e-mails, or otherwise provide feedback or information to BFY. You agree that by submitting content:

- you will only submit content that complies with applicable law, and will not submit content that is abusive, defamatory, obscene, infringing, threatening, repetitive, or otherwise inappropriate, or that contains any viruses or other software that may adversely affect the operation of another's computer; and
- you grant to BFY the irrevocable right to use, copy, modify, publish, perform, transmit and display such content via any media in accordance with this Agreement, and waive any moral rights you may have in such content. Subject to all applicable federal laws, BFY shall be free to use such content, including any ideas, concepts, know-how, or techniques contained in such content, for any reason whatsoever.

## **Trademarks**

The trademarks, logos, and service marks (collectively, the "Trademarks") displayed on this website are registered and unregistered Trademarks of BFY and others. Nothing contained in this website should be construed as granting, by implication, estoppel, or otherwise, any license or right in and to the Trademarks. Unauthorized use of any Trademark may be a violation of federal and state trademark laws.

## **Copyright**

This website is protected by United States' and foreign copyright laws. Except for your informational, personal, non-commercial use as authorized above, you may not modify, reproduce or distribute the content, design or layout of the website, or individual sections of the content, design or layout of the website, or BFY logos, without BFY's prior written permission.

## **Information, News and Press Releases**

The website may contain information, news and/or press releases about BFY. While this information was believed to be accurate as of the date it was prepared, BFY disclaims any duty or obligation to update this information, news or any press releases. Information about companies other than BFY contained in the news, press releases or otherwise, should not be relied upon as being provided or endorsed by BFY.

## **Links**

This BFY website may contain links to websites operated by other parties. The linked sites are not under the control of BFY, and BFY is not responsible for the content available on any other Internet sites linked to this website. Such links do not imply BFY's endorsement of material on any other site and BFY disclaims all liability with regard to your access to such linked websites. BFY provides links to other Internet sites as a convenience to users, and access to any other Internet sites linked to this website is at your own risk.

Unless otherwise set forth in a written agreement between you and BFY, you must adhere to BFY's linking policy as follows: (i) any link to the BFY website must be a text only link clearly marked "Balanced Foundation Yoga," (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with BFY's names and trademarks, (iii) the link must "point" to the root domain name of the BFY website and not to other pages within the website, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with BFY, (v) when selected by a user, the link must display the website on full-screen and not within a "frame" on the linking website, and (vi) BFY reserves the right to revoke its consent to the link at any time and in its sole discretion.

## **Consent to Processing in the U.S. and Elsewhere**

This site is owned and operated by BFY in the United States. If you are visiting this site from a country other than the United States, your communication with us will necessarily result in the transfer of information across international boundaries. The level of legal protection for personal information is not the same in all countries; however, we will take the security measures described in this Agreement in an effort to keep your information secure. By using this site, you consent to the collection, storage, and processing of your information in the United States and in any country to which we may transfer your information in the course of our business operations.

## **Information We Collect**

We have access to the following categories of information regarding you and your visit to our website. Only some of these categories of information identify you directly, but each category offers some information about your interests and activities that could be used to make inferences about you. This is how BFY uses the information we collect:

- **Correspondence with BFY.** You may use our site to ask questions or report problems regarding our services. If you communicate with or request information from BFY, we will have your email address as well as whatever personal facts you choose to include in your email.
- **IP Address.** We may record the Internet Protocol ("IP ") address of your computer when you visit our site. Without more, the IP address does not identify you personally, but it is what allows us to maintain communications with your computer as you move about our site.
- **Cookies and Other Technologies.** We may also collect information about your use of our site through technology such as cookies and web beacons. A "web beacon" is a piece of code on our site that enables us to monitor things like user activity and site traffic. A "cookie" is a unique

numeric code that we transfer to your computer so that we can keep track of your interests and preferences and recognize you as a return visitor to our site. Cookie technology allows us to collect "clickstream" data, which is not personally identifying information, but which reflects your activities on the site, including your interest in certain healthcare conditions. A cookie does not collect or keep your name or other personal identifying information, but when you revisit our site, the cookie allows us to bring you the content and features likely to be of greatest interest to you based on your previous activities on our site.

- **Third-Party Advertising.** We may use third-party advertising companies to serve ads on other websites. These companies may use information (not including your name, address email, address, or telephone number) obtained from cookies and web beacons about your visits to this site and other websites in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you.

## How We Use Your Information

We, either directly or through agreements with third parties, may use the information about your use of the services and activities on our website to monitor user traffic patterns and try to analyze what our users prefer so that we can design better services. The personally identifying information that you provide may be used to create customized offers, information, and services tailored to your interests and preferences. We may also use information in the follow ways:

- **Personally Identifying Information.** If you choose to send us an email, we may use the personally identifying information you give us to send you an email to respond to questions from you. We may also, from time to time, send you email with special promotions or newsletters with information that we think may be of interest to you.
- **IP Address.** In addition to using the IP address of your computer to maintain communications with your computer as you move about our site, we also may use your IP address to personalize content provided on the website. We retain IP addresses, and we retain them together with personally identifying information.
- **Cookies.** We may use the data we obtain through the use of cookies to customize your site experience by anticipating the information and services that may be of interest to you. We also analyze the information collected with cookie technology to help us improve the functioning of our site by monitoring traffic in popular areas and to modify the services and information we provide to meet customer demand. We will link the clickstream data available to us through the use of cookies to the personally identifiable information and health-related information that you may choose to provide elsewhere on our site. We use the information we collect through the use of cookies for our business purposes, including operation of our site, as well as research and product analyses to help us better market our products.
- **Digital Analytics.** Our Web server may install a cookie on your machine in order to aid the accuracy of a statistical program. While a profile can be built up of a user's surfing habits through the use of this cookie, the cookie itself contains no personal information. We use these profiles to establish common surfing patterns of our users, such as which links have been clicked or documents accessed, which helps us to maintain and enhance the service we provide. This cookie will remain on your computer indefinitely, even after you leave our site.
- **Law Enforcement.** In certain limited circumstances, BFY may be called upon to release your personal information in response to a court order, subpoena, search warrant, law, or regulation. We plan to cooperate in responding to such requests, taking appropriate measures to ensure that the requester understands the sensitive nature of the health-related personal information that they may receive. We also reserve the right to cooperate with law enforcement authorities in investigating and prosecuting users who violate our rules or engage in behavior that is illegal or harmful to others or their property.

## Our Relationship to Third Parties

We may use third parties to provide services and information on our site and we may provide some co-branded services in partnership with others. We also may use third parties to analyze data collected on our site. We will not disclose your personally identifying information to anyone other than BFY employees and those third parties with whom we have a business relationship. If we allow a third party contractor to have access to your personally identifying information we will not authorize them to take it or use it for any purpose that is not consistent with this Statement.

- **Cookies and Web beacons.** We may partner with third party ad networks to manage our advertising on other sites. Our ad network partners use cookies and Web beacons to collect non-personally identifiable information about your activities on this and other websites to provide you targeted advertising based upon your interests.
- **Vendors and Suppliers.** We may have relationships with different vendors and suppliers who help us design and maintain our systems and our computer security, respond to email and customer inquiries, analyze our data and create special promotions. We will not authorize our vendors and suppliers to use your personally identifiable information for any purpose not related to BFY's business operation.
- **Co-branded Sites.** We may partner with other companies to provide you with content or services on a joint or "co-branded" basis. At a co-branded site you will see both the BFY logo and the logo of the co-branded partner displayed on your screen. To access the services available on a co-branded site you may have to complete a new on-line registration form, and this registration information may be shared with BFY's co-branded partners. You should read the individual privacy policies of our co-branded partners, as these may differ in some respects from ours. Reading these policies will help you to make an informed decision about whether to provide your information to a given site.

## Other Important Information About Our Relationship With Third Parties

- **Social Media Plugins.** This website uses social media plugins (e.g., the Facebook "Like" button, "Share to Twitter" button) to enable you to easily share information with others. When you visit our website, the operator of the social plugin can place a cookie on your computer, enabling that operator to recognize individuals who have previously visited our site. If you are logged into the social media website (e.g., Facebook, Twitter, Google+) while browsing on our website, the social plugins allow that social media website to receive information that you have visited our website. The social plugins also allow the social media website to share information about your activities on our website with other users of their social media website. For example, Facebook Social Plugins allows Facebook to show your Likes and comments on our pages to your Facebook friends. Facebook Social Plugins also allows you to see your friends' Facebook activity on our website. BFY does not control any of the content from the social media plugins. For more information about social plugins from other social media websites you should refer to those sites' privacy and data sharing statements.
- **Disclosure to Subsequent Owner or Operator.** If all or part of BFY is sold or merged into another entity, the information we have about you may be transferred to a third party as part of that transaction. We will try to assure that no personally identifiable information that is transferred will be used or shared in a manner inconsistent with this Statement without your consent. However, in the event of a sale or merger, your continued use of this site signifies your agreement to be bound by the privacy statement and other applicable terms of the subsequent owner or operator.

## **Location, Governing Law and Arbitration**

This website is operated by BFY. The law of the State of Maryland shall govern these terms and conditions, without reference to its choice of law rules. BFY makes no representation that the information in the website is appropriate or available for use in other locations, and access to this website from territories where the content of this website may be illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any controversy or claim arising under or related to this User Agreement or BFY's products and/or services shall be settled by binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Frederick County or Montgomery County, Maryland and judgment on the arbitration award may be entered by any court of competent jurisdiction. Either you or BFY may seek any interim or preliminary relief from a court of competent jurisdiction in Frederick County or Montgomery County, Maryland, necessary to protect the rights or property of you or BFY pending the completion of arbitration.

## **Violations and Additional Policies**

BFY reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to the website.

## **Use of Information**

BFY reserves the right, and you authorize BFY, to the use and assignment of all information regarding your use of this website and all information provided by you in any manner consistent with this Agreement and applicable federal law.

## **Questions**

If you have any questions about this Agreement, please contact BFY at [Michelle.Yoga@outlook.com](mailto:Michelle.Yoga@outlook.com).

*This Combined Terms of Use and Privacy Policy was last updated March 27, 2014*