

Terms and Conditions

By signing or participating in our online yoga resources, you are agreeing to the below waiver and release:

I hereby agree to the following:

Even with clear instruction there is the possibility of injury and that it is my responsibility to consult a physician regarding any and all matters involving my personal health and including without limitation: (a) any prior or existing injuries; and (b) my ability to participate in the programs offered by Stefani Wilton and the Mandorla Yoga Institute.

I attest that I have no psychological, medical or emotional condition that would prevent me from safe participation in a yoga class.

I release and discharge Stefani Wilton and the Mandorla Yoga Institute, its associated and affiliated companies and their respective directors, employees and instructors from all liability, claims, demands or actions that I may take resulting from injury, death, or damages arising from my participation in the physical activity classes (i.e. yoga, fitness) offered by Stefani Wilton and the Mandorla Yoga Institute.

I recognize that this agreement of release and waiver of liability is a legal contract and that I have complete knowledge of its contents.

I agree that I am above the legal age and do not require parent or guardian consent.

I have read this agreement and fully understand its contents and meaning, and by signing up for a subscription, yoga teacher training, or any online course, class offering or program I understand this means I am signing it of my free will.

Name

Signature

Date

RESPONSIBILITIES

You are responsible for obtaining Internet access and a compatible, Internet-connected device to stream and/or download Programs. The quality of your viewing experience depends on a number of factors, including your viewing device and the quality of your Internet connection.

PAYMENTS

We apply taxes to any charges. Prices and other terms of purchase are subject to change. By providing you with access to a Program on a free basis, such access will be deemed a “purchase” for the purpose of this Agreement.

ALL PURCHASES, INCLUDING RECURRING CHARGES, ARE FINAL AND NON-REFUNDABLE.

LICENSES AND INTELLECTUAL PROPERTY

License to Programs: Subject to the terms hereof, you have the right to stream and/or (if offered) download for your personal entertainment purposes: Programs made available within a channel that you have subscribed to during your subscription period.

You may not resell streams or downloads, use any Program for any commercial purpose, redistribute or retransmit any Program, publicly perform or display any Program, or make derivative works from any Program. All rights not expressly granted herein are reserved by the applicable Producer.

ACCEPTABLE USE POLICY

In using the Yoga Videos Service provided by Stefani Wilton and Mandorla Yoga Institute, you will not:

- Scrape, reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Videos
- Attempt to circumvent any technical measures (including digital rights management) that we may employ;
- Take any measures to interfere with or damage the Video Service;
- Use the Yoga Video Service to transmit tortious, unlawful, infringing, and otherwise objectionable content;
- Spam or harass Mandorla Yoga Institute or any other user;
- Use any fraudulent, deceptive, or misleading practices;
- Collect personal information about Producers or other users;
- Engage in any commercial activities except as permitted by us; or
- Engage in any illegal activities.

TERM AND TERMINATION

This Agreement begins when you first use the Mandorla Yoga Institute Yoga Videos Service. You may terminate this agreement at any time by deleting your account(s). We reserve the right to terminate your account or restrict access to your account for any reason, including your breach of this Agreement.

DISCLAIMERS

YOUR USE OF THE MANDORLA YOGA INSTITUTE YOGA VIDEOS SERVICE AND ANY PROGRAM IS AT YOUR OWN RISK. MANDORLA YOGA INSTITUTE PROVIDES THE YOGA VIDEOS SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

MANDORLA YOGA INSTITUTE AND STEFANI WILTON DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Without limiting the above, Mandorla Yoga Institute, makes no representations or warranties concerning:

- The availability of the Yoga Videos Service in a particular jurisdiction.
- The availability of the Yoga Videos Service for any particular device, operating system, or browser.
- The continued support for a particular feature of the Yoga Videos Service.
- The viewing quality of any Program. Mandorla Yoga Institute. does not guarantee that you will be able to use the Yoga Videos Service or view any Program uninterrupted or error-free.
- The content of any Program or the suitability of any Program for any audience. All opinions and statements expressed by or in Programs (or related materials) are those of the Producer and/or persons involved in the production of the Program, not Mandorla Yoga Institute.
- The continued availability of any Program or the availability of particular Program within a subscription channel.
- Any Producer’s actions or omissions with respect to your personal information.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, Mandorla Yoga Institute, its parent, directors, officers, employees, representatives, consultants, agents, suppliers, and partners (including Producers) shall not be liable for (i) any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, data, or other intangible losses; (ii) damages relating to any dispute between you and a Producer or other Mandorla Yoga Institute user; or (iii) damages exceeding the greater of USD \$100 or the amounts paid by you to

Mandorla Yoga Institute over the 12 months preceding the filing of your claim. The foregoing limitations apply to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Wix (or a Producer) has been informed of the possibility of such damage, and whether a remedy set forth herein is found to have failed its essential purpose.

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion or limitation of liability as set forth above, so these limitations above may not apply to you.

INDEMNIFICATION

You shall indemnify, defend, and hold harmless Mandorla Yoga Institute and Stefani Wilton's Yoga Videos and its parent, directors, officers, employees, representatives, consultants, agents, suppliers, and partners (including Producers) from any liability, claim, demand, damages, losses, and costs (including attorneys' fees) arising from: (i) your unauthorized use of any Program; (ii) your breach of this Agreement or violation of any law or third party right; or (iii) any content that you upload or submit to us.

BINDING ARBITRATION AND GOVERNING LAW

You agree that any dispute between you and Mandorla Yoga Institute arising out of or relating to this Agreement or your use of the Mandorla Yoga Institute Video Service shall be resolved by BINDING ARBITRATION.

Binding Arbitration with Stefani Wilton and Producers: To the extent that the Producer has agreed to resolve disputes with consumers through arbitration in its agreements with Mandorla Yoga Institute, you agree that any dispute with a Producer arising out of or relating to your purchase or viewing of a Producer's Program or subscription channel shall be resolved by BINDING ARBITRATION administered by JAMS.

Waiver of Class Action Claims: By agreeing to arbitrate your claims against Mandorla Yoga Institute, Stefani Wilton and Producers, (i) YOU GIVE UP YOUR RIGHT TO GO TO COURT AND HAVE YOUR CLAIMS TRIED BY A JUDGE OR JURY (except for matters that may be taken to small-claims court); and (ii) YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING.

Right to Bring Small Claims Actions: The one exception to the exclusivity of arbitration (whether against Mandorla Yoga Institute or a Producer) is that you have the right to bring an individual claim in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain any class action, class arbitration, or other representative action or proceeding.

Arbitration Rules: The arbitration proceeding shall be governed by the then-effective JAMS' [Comprehensive Arbitration Rules](#) or [Streamlined Arbitration Rules](#), depending on the amount in dispute, and [JAMS' Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses](#).

You have the right to a fair hearing before a neutral arbitrator and the opportunity to participate in the process of choosing the arbitrator. The arbitrator shall have the right to award all remedies that court may award.

Court Proceedings: Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation (except for small-claims court actions) shall be commenced only in the federal or provincial courts in Alberta, Canada. You hereby irrevocably consent to the jurisdiction of those courts for such purposes an action and, to the extent permitted by law, both Mandorla Yoga Institute Inc. and you WAIVE ANY RIGHT TO A TRIAL BY JURY in such an action.

GENERAL TERMS

No Waiver: The failure of Mandorla Yoga Institute Inc. (or any Producer) to exercise or enforce any term of this Agreement will not constitute a waiver of such term.

Provisions Severable: If any term of this Agreement is held invalid or unenforceable, that term will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining terms will remain in full force and effect.

Interpretation: Headings are provided for convenience and shall not be used to construe the terms hereof.

Assignment: This Agreement is binding on the parties and their successors, heirs, and permitted assigns. This Agreement is not assignable or transferable by you without our prior written consent.

Relationship: The parties are independent contractors as to one another. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

No Third Parties: No third parties shall have any rights under this Agreement, except that Producers may enforce the terms herein against you, and indemnified parties may enforce indemnification rights.

Force Majeure: Neither Mandorla Yoga Institute Inc nor any Producer shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; natural disasters; wars; civil or military disturbances; sabotage; strikes; epidemics; riots; power failures; computer failure; loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes, acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Notices: You agree to receive notices via the email address that you used to create an account or via the Mandorla Yoga Institute Inc and Mandorla Yoga Institute website.

This Agreement sets forth the entire understanding between you and Mandorla Yoga Institute Inc concerning your use of the Mandorla Yoga Institute Inc and Stefani Wilton and supersedes all prior agreements regarding the same. This Agreement may only be modified by us. Any changes will be posted to the Mandorla Yoga Institute Inc website and will apply prospectively.