

Yoga Cheri

TERMS AND CONDITIONS

Revised and Updated as of June 1, 2024

Welcome to the website for Cheri Fandozzi (the “**Site**”), owned and operated by Here & Now Yoga LLC (hereinafter referred to as “**Company**”, “**we**,” “**us**,” or “**our**”)! The Site provides the following services (the “**Services**”):

- Scheduled classes available to the public focusing on mindful movement and mediation practices.
- Personalized, one-on-one sessions tailored to individual needs, focusing on mindfulness and mediation.
- Workshops on yoga, mindfulness and related topics offered both nationally and internationally
- Organized yoga sessions and wellness seminars for corporate entities.
- Events providing a sense of connection and support to bring community together.
- Organized retreats emphasizing mindfulness, restoration, recovery and relaxation.
- Yoga classes or sessions specifically designed for children, incorporating age-appropriate techniques and practices.
- Instructional programs, mindfulness-based interventions, and modules focusing on stress reduction, including the Mindfulness-Based Stress Reduction program ("Educational Content").

The following terms and conditions, together with our Privacy Policy and any liability waivers contained, referenced herein or later provided, govern your access and use of the Site and any Services available through it. Please read this document in its entirety before you proceed.

1. Acceptance of the Terms and Conditions

Your access and use of the Site and our Services are expressly governed by these Terms and Conditions. You understand, acknowledge and accept that by using the Site you are bound by these Terms and Conditions. If you do not agree to these terms, it is your choice not to access or use the Site. We reserve the right to change these Terms and Conditions from time to time without notice to you. All changes are effective immediately when we post them, and it is your responsibility to review these Terms and Conditions periodically, so that you are aware of any changes.

2. International Users

The Site is owned and operated in the United States. We welcome users from countries outside of the United States to access the Site and Services. If you reside outside of the US, you are responsible for compliance with local and federal laws (including compliance with Global Data Protection Regulation or “GDPR” if you reside in the European Union or “EU”).

We reserve the right to deny access to the Site for IP addresses from any prohibited countries for any purpose or reason.

3. Use of Website

In consideration for access to the Site and in exchange for the Services, you agree to the following rules:

- a. You must be at least eighteen (18) years of age or older.
- b. You must not use the Site for any illegal activities, including, without limitation, altering the Site without prior authorization; uploading any viruses, malware, spyware, etc. to the Site; or any kind of activity that may cause interference with other users.
- c. You must not abuse the electronic communication options (e.g., live chat or email) on the Site, as these features are only for communication for the purpose of Company’s business. This includes sending or uploading any unauthorized files (e.g., malware, spyware, pirated files, pornography, images and videos

that depict a graphic nature, etc.). Our staff is to remain professional at all times and shall not engage in any personal conversations or any dialogue not related to the Services provided on the Site.

- d. When engaging with other users on the Site or via social media, you agree to adhere to the rules regarding cyberbullying. Any attacks based on a person's race, gender, ethnicity, sexual orientation, religion, or the like will not be tolerated. Violation of this rule may result in being banned from the Site and any of Company's other websites or social media pages.
- e. Any doxxing of users or staff of the Site is a violation of our privacy rules. Knowingly violating this will result in being banned from the Site and any of Company's other websites or social media pages.
- f. Do not encourage anyone to break these rules.
- g. Do not steal or plagiarize any files, downloads, blog posts, or any intellectual property that is owned by Company.
- h. While commenting on blog posts, please note that all comments will be reviewed prior to approval and posting. All comments that include inappropriate language, cyberbullying, threats of violence, sexually suggestive comments, or the like will be automatically rejected. The pre-approval screening is in place to accomplish this and to prevent any kind of spam comments.
- i. While engaging with us or other users on our social media channels, all of these rules shall apply. Failure to follow these rules will result in being banned from commenting or sharing on our social media pages.

4. Our Rights and Responsibilities

As owners of the Site, we are not responsible for the following:

1. Any costs pertaining to your mobile data when you access the Site on your phone or mobile device.
2. External links that appear on the Site that are linked to other companies or websites.
3. Anything that may happen on the Site should you share any pictures or videos on the Site.
4. Any of your content that is stolen or plagiarized on the Site by someone else.

As owners of the Site, we do have the right to take down the Site at any time or prevent you from using the Site in the future without informing you beforehand. We also reserve the right to delete any content that you may have posted (including blog comments, social media comments, etc.) whether they violate these Terms and Conditions or not.

5. Your Rights

Company is aware of your usage rights. We are aware that you have a right to feel safe while using the Services on the Site. We also acknowledge that you also have a right to privacy. Please be aware that all communication with us by way of email, phone, or live chat will not be displayed publicly on the Site. However, any communication by way of our blog (including blog comments) or social media channels will be displayed to the public. We own any or all communication that we have with you as allowed by your country. We will not pay royalties for any blog comments or engagement on social media. Please refer to our Privacy Policy (linked above) for any information regarding where we store any communication made by you on the Site.

6. Webinars and Live Events:

- a. Participation: Attendees are expected to maintain a respectful and professional demeanor during all webinars and live events. Disruptive behavior or violation of our conduct guidelines may result in removal or barring from future events.

- b. **Recordings:** Webinars and live events may be recorded. By participating, attendees grant permission to be recorded and acknowledge that these recordings may be shared for promotional, educational, or other purposes. Attendees will be notified in advance of any recording.
- c. **Content:** The content shared during our webinars and live events is proprietary and is intended for the use of the registered participant. Unauthorized distribution, sharing, or broadcasting of webinar and live event materials is prohibited.
- d. **Technical Difficulties:** We are not responsible for technical issues that may arise from the user's end, such as issues with internet connection, device compatibility, and software functionality.

7. Payment: We use Paypal, a third-party payment processor, to process payments for orders and services on the Site. By making a purchase on the Site, you authorize PayPal to charge your selected payment method in connection with your order or service subscription. You can find more about Paypal and their practices through their own Terms of Use and Privacy Policy. It is your responsibility to provide a valid method of payment for your purchase on the Site. If for any reason, your payment method fails or is declined, the associated service or product may be terminated or suspended until a successful payment is made.

8. Cancellation and Refund Policy.

All offerings by Company will have their individual refund and cancellation policies provided on the individual booking pages at the time of purchase. Please read and review each one before making your purchase.

9. Liability Waiver Agreement:

All clients participating in any in-person physical session, whether it's a yoga class, retreat, or meditation class, are required to agree to a liability waiver. By engaging in these sessions, clients acknowledge and accept potential risks associated with physical activities. Clients are urged to read and understand the waiver thoroughly before participating. Failure to agree to the liability waiver may restrict or prevent participation in these activities.

10. Intellectual Property

- a. **Site Content:** The Site and its entire content and functionality (including, but not limited to, its source code, design, software, displays, text, downloads, images, logos, marks, videos, audio and arrangement thereof) (collectively, the "**Site IP**") are property of Company, and its licensors or other providers of such material, and are protected under United States and international copyright, trademark, and other intellectual property and unfair competition laws.
- b. **License:** Company grants you a limited, non-transferable license to use the Site for your personal, non-commercial use only. In connection with such grant, you agree not to copy, duplicate, delete, steal, modify, publish, display, distribute, reproduce, store, transmit, post, create derivative works from, reverse engineer, sell, rent or license any part of the Site IP in any way, without our prior written consent. In using the Site, you agree to abide by all copyright, trademark, and other intellectual property laws, and you shall be solely responsible for any violations thereof.
- c. **Fair Use Disclaimer:** The Site may contain copyrighted material that Company was not specifically authorized to use by the copyright owner(s). However, Company believes its use of such copyrighted material constitutes "fair use" under the Fair Use Doctrine of Section 107 of the United States Copyright law. Under this law, copyrighted material is available to non-owners for criticism, comment, news reporting, teaching, scholarship, and research. If you believe any material has been used in an unauthorized manner, please contact us at cherifandozzi@gmail.com

11. Testimonials

You may choose to provide a testimonial for the Site or any of the Services. This is completely optional. However, should you voluntarily provide one, we have the ability to place it (or not place it) on our website and social media channels at our discretion.

12. Termination

We reserve the right to terminate or restrict your use of and access to the Site (including deletion of any blog comments or uploaded content) at any time and at our sole discretion without notice.

13. Disclaimer

a. Health and Wellness Disclaimer

The content, downloads, products, programs, or services available on or through the Site, including but not limited to yoga routines, meditation guides, and wellness information (collectively referred to as "Wellness Content"), are provided in good faith for informational and educational purposes only. The Wellness Content is not, and should not be considered, professional medical or psychological advice. Although Company endeavors to offer accurate and up-to-date information, Company disclaims any knowledge of your specific health status, physical condition, or individual needs. Before making any decisions based on the Wellness Content, it's essential to consult with a certified or licensed medical or mental health professional. Engaging in activities or practices discussed or presented in the Wellness Content involves inherent risks. You are encouraged to take all necessary precautions and consult with a professional before commencing any new health or fitness routine.

b. General Disclaimer

The Site, its general content, and any other materials not specifically addressed under the Health and Wellness Disclaimer (collectively, the "Site Content") are provided in good faith for informational and educational purposes only. Nothing on the Site should be considered as professional advice tailored to your individual circumstances. While Company strives to ensure the accuracy and relevance of the Site Content, there's no guarantee that it's free from errors or omissions. When in doubt or when making significant decisions, always consult with a qualified professional in your jurisdiction for tailored advice.

14. Disclaimer of Warranties

THE SITE, ITS CONTENT, THE SERVICES, AND ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER COMPANY NOR ANY ASSOCIATED PERSON OR AFFILIATE OF COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE FOLLOWING:

- 1. THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE;**
- 2. THAT THE SITE IS ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED;**
- 3. THAT DEFECTS ON THE SITE WILL BE CORRECTED;**
- 4. THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;**
- 5. THAT THE SITE, THE SERVICES, OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL HELP YOU ACHIEVE CERTAIN RESULTS; OR**
- 6. THAT THE SITE, THE SERVICES, OR ANY OTHER SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.**

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIMS, WITHOUT LIMIT, FOR THE SITE AND THE SERVICES, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Limitation of Liability

Company shall not be liable for any claims, demands, actions, suits, obligations, losses, damages, liabilities, expenses or costs, arising out of or relating to the Site, the Services, or your use of either.

In no event shall Company or its officers, employees, managers, directors, partners, members, agents, contractors, shareholders, affiliates, licensors, successors, or assigns have any liability to you for any direct, indirect, special, incidental, multiple, exemplary, punitive, or consequential damages, or for lost profits, loss of use, business interruption, costs of procurement of substitute goods or services, either in contract, tort or under any other theory of liability, whether or not the possibility of such damage has been advised to you.

In no event shall Company's maximum liability hereunder exceed the fees paid by you for the Services, whether in contract, tort or under any other theory of liability.

No personal liability shall accrue hereunder against any individual, member, partner, officer, director, representative, employee, trustee, fiduciary, or principal (disclosed or undisclosed) of Company.

Furthermore, we are not responsible for any of the actions or conduct of our users. This also includes what a user says online in a public forum (e.g., comments on a blog post or on social media). We are also not responsible for any actions or words stated both on or off the Site. We also claim no responsibility should a user decide to upload any inappropriate material or viruses, malware, or spyware.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Company and its officers, employees, managers, directors, partners, members, agents, contractors, shareholders, affiliates, licensors, successors, and assigns from and against any and all costs, claims, losses, damages, liabilities, expenses, fees, demands, and judgments, including court costs and attorney's fees, which may arise out of your violation of these Terms and Conditions; your use of the Site or the Services; or your use of any information obtained from the Site.

17. Governing Law and Jurisdiction

These Terms and Conditions and your use of the Site and the Services, and all matters arising out of or related to (directly or indirectly) the foregoing (including tort claims), are governed by New York law, without giving effect to its principles of conflicts of law. Subject to the Dispute Resolution provision below, you expressly agree to be subject to the jurisdiction of the state and federal courts located in New York County, New York.

18. Dispute Resolution

You understand and agree that prior to taking any legal action, you will first attempt to resolve any issues with the Site or the Services by contacting us via the channels listed below.

You understand and agree that at Company's discretion, we may require that any unresolved dispute or claims first be submitted to confidential and binding arbitration under the Rules of Arbitration of the American Arbitration Association in the State of New York (without giving effect to its principles of conflicts of law), except in cases involving disputes of intellectual property, interferences of services, or unauthorized handling of a service.

19. Entire Agreement

These Terms and Conditions, together with our Privacy Policy and Liability Waiver (collectively, the "**Company Policies**"), contain the entire agreement between you and Company with regard to the Site and the Services. The Company Policies supersede any prior written or oral agreements between you and Company.

20. Severability

If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms

and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Changes and Updates

We reserve the right to make changes and update these Terms and Conditions as needed. We will notify you of any material changes via email or by posting a notice on the Site. We advise you to review our policies from time to time as your continued use of the Site and/or Services will constitute acknowledgement and acceptance of these policies.

22. Contact Information

While we provide you with these Terms and Conditions, we will do our best to ensure that you better understand them so you can use our website legally. We welcome your questions, comments or concerns regarding these Terms and Conditions. To convey any of the foregoing to us, you can contact:

Here & Now Yoga LLC,

Cheri Fandozzi, Founder

Email: cherifandozzi@gmail.com