

Yogi-Go Terms of Service

Effective: February 17, 2022

THESE TERMS OF USE (THESE “**TERMS**”) ESTABLISHES THE TERMS AND CONDITIONS THAT APPLY TO YOU WHEN YOU USE THE SERVICE (AS DEFINED BELOW). BY USING THE SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND YOUR AGREEMENT TO BE BOUND BY THESE TERMS, AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. YOU ARE NOT PERMITTED TO USE THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS. THESE TERMS CAN BE CHANGED, MODIFIED, SUPPLEMENTED, AND/OR UPDATED BY YOGI-GO, INC. (“**YOGI-GO,**” “**WE,**” “**OUR,**” OR “**US**”) AT ANY TIME. YOUR CONTINUED USE OF THE SERVICE AFTER THE MODIFICATION OF THESE TERMS MEANS THAT YOU ACCEPT ALL SUCH CHANGES. ACCORDINGLY, YOU ARE ADVISED TO CONSULT THESE TERMS EACH TIME YOU ACCESS THE SERVICE IN ORDER TO VIEW ANY CHANGES TO THESE TERMS.

AS FURTHER DESCRIBED BELOW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

As described in Section 5 below, Yogi-Go will not refund you for any reason if you receive a Fitness Session, except as determined in its sole discretion. For avoidance of doubt, if you engage in conduct deemed inappropriate or unsafe by a Yogi, as determined in the Instructor’s sole discretion, including, without limitation, making inappropriate requests, engaging in inappropriate touching, or the Instructor perceives a threat to his/her safety or well-being, and such conduct results in a Instructor ending the Fitness Session prior to the end of the allotted time, Yogi-Go will not refund you.

1. Use of Web Site, Mobile Applications, and our Service.

a. The “**Service**” is Yogi-Go’s website located at YogiGoFitness.com and mobile applications (Yogi-Go Fitness), as each may be updated, relocated, or otherwise modified from time to time, including through networks, embeddable widgets, downloadable software, and tablet computer applications, and all intellectual property contained therein. The Service provides yoga professionals and other physical fitness instructors (“**Instructors**”) with a network (the “**Yogi-Go Network**”) through which Instructors can provide Fitness Sessions and other physical fitness activities (each, a “**Fitness Session**”) to consumers. Any person who accesses and/or uses the Service to book a Fitness Session or other physical fitness activity on his or her own behalf, or on behalf of any third party, will be referred to herein as a “**Yogi-Go Member**”.

b. Subject to the terms and conditions of these Terms, Yogi-Go hereby grants you a limited revocable, non-exclusive, non-transferable license to access and use the Service, solely in the manner intended by Yogi-Go. Unless otherwise specified in writing, the Service is solely for your personal use and not for resale. Yogi-Go reserves the right at all times and without notice to: (i) restrict and/or terminate your access to the Service (or any portion thereof); and (ii) modify or discontinue providing the Service (or any portion thereof).

c. Yogi-Go’s policy with respect to the collection and use of your personally identifiable information is set in our Privacy Policy. By accepting these Terms, you acknowledge your agreement with Yogi-Go’s Privacy Policy.

2. **Registration, Accounts, Passwords and Security.**

a. Yogi-Go Members. In order to become a Yogi-Go Member, you must complete the registration process by providing Yogi-Go with current, complete and accurate information, as prompted by the applicable registration form. You shall provide a valid email address and password for your account.

b. Instructors. In order to become an Instructor, you must enter into the Agreement Between Yogi-Go and Fitness Instructors for Use of Yogi-Go Services (the “**Instructor Agreement**”) and provide any information required by Yogi-Go in order to verify your identity and credentials or as otherwise set forth in the Instructor Agreement.

c. Accuracy of Information. You acknowledge that in the event you provide any information to Yogi-Go which is untrue, inaccurate, not current or incomplete, Yogi-Go may terminate these Terms and your continued access and use of the Service.

d. Eligibility.

- i. You represent and warrant that you are at least eighteen (18) years of age, that you have not been previously suspended or removed from the Service, and that you possess the legal right and ability to enter into these Terms. THIS SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 18, WITHOUT PARENTAL GUARDIAN CONSENT OR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY YOGI-GO. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. WHILE INDIVIDUALS UNDER THE AGE OF 18 MAY RECEIVE A FITNESS SESSION OR OTHER PHYSICAL FITNESS ACTIVITY BOOKED FOR THEM THROUGH THE SERVICE BY A PARENT OR LEGAL GUARDIAN (WHO MUST ALSO SUPERVISE THE FITNESS SESSION OR OTHER PHYSICAL FITNESS ACTIVITY), SUCH INDIVIDUALS MAY NOT USE THE SERVICE THEMSELVES.
- ii. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- iii. If you are using the Service on behalf of an individual, company, entity, or organization (each, a “**Guest**”), you represent and warrant that (A) you are an authorized representative of such Guest with the authority to bind such Guest to these Terms, (B) agree to be bound by these Terms on behalf of such Guest, and (C) your Guest meets the eligibility requirements for the Service, as set forth in these Terms. Further, you will be solely responsible for ensuring your Guest complies with these Terms.

e. User Account and Password. As part of the registration process, you will be asked to provide an email and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. You agree to notify Yogi-Go immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at **Support@yogigofitness.com**. You are responsible for all use of the Service occurring under your email. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. Yogi-Go will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by Yogi-Go or another party due to someone else using your account or password.

3. Your Responsibilities. You may use the Service solely for lawful, non-commercial purposes, as intended through the provided functionality of the Service. You may not use the Service in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you expressly agree that you will not (and you agree not to allow or assist any third party to):

- a. use, copy, install, transfer or distribute the Service;
- b. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Service or its Content (as defined below);
- c. remove or alter any copyright, trademark or other proprietary rights notices contained in or on the Service;
- d. transmit (i) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights, (ii) any material, non-public information about individuals or companies without the authorization to do so, (iii) any trade secret of any third party, and/or (iv) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- e. transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- f. harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including Yogi-Go employees and other users;
- g. violate any applicable federal, state or local laws, regulations or these Terms; or
- h. use the Service for any illegal, inappropriate and/or unauthorized conduct, including without limitation, using the Service to contact Instructors for sexual or other inappropriate purposes.

We may take any legal action and implement any technical remedies to prevent the violation of these provisions and to enforce these Terms.

4. Medical-Related Disclaimers.

a. THE CONTENT AND INFORMATION MADE AVAILABLE THROUGH THE SERVICE, INCLUDING MATERIALS, (COLLECTIVELY, THE "CONTENT") ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NONE OF THE CONTENT MADE AVAILABLE THROUGH THE SERVICE SHOULD BE CONSTRUED AS PROFESSIONAL MEDICAL ADVICE OR CONSULTATION. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. BY USING THE SERVICE, YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICE AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE AND THAT YOU WILL ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING MEDICAL MATTERS. IN NO EVENT WILL A MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP BE CREATED BY USING THE SERVICE.

b. YOGI-GO DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF ANY INFORMATION PROVIDED BY YOGI-GO OR OTHER VISITORS TO THE SERVICE IS SOLELY AT YOUR OWN RISK. THE SERVICE MAY CONTAIN HEALTH- OR MEDICAL-RELATED

MATERIALS THAT SOME MAY CONSIDER SEXUALLY EXPLICIT. IF YOU FIND THESE MATERIALS OFFENSIVE, YOU MAY NOT WANT TO USE THE SERVICE.

c. THE SERVICE IS CONTINUALLY UPDATED AND YOGI-GO MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY OR COMPLETENESS. YOGI-GO MAKES NO WARRANTY THAT THE INFORMATION AVAILABLE ON THE SERVICE INCLUDES THE MOST RECENT FINDINGS.

d. YOU ACKNOWLEDGE THAT YOUR RELIANCE ON ANY INFORMATION PROVIDED BY THE SERVICE OR BY ANY INSTRUCTOR TO YOU IS SOLELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH, AS ALLOWABLE TO THE EXTENT OF THE LAW. THE SERVICE ARE NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY.

e. ALTHOUGH YOGI-GO PROVIDES INFORMATION ABOUT VARIOUS FITNESS INSTRUCTORS ON THE SERVICE, YOGI-GO DOES NOT RECOMMEND ANY OF THE INSTRUCTORS AND DOES NOT PROVIDE THE SERVICES RENDERED BY SUCH FITNESS INSTRUCTORS. YOGI-GO REQUESTS COPIES OF INSTRUCTORS' LICENSES AND OTHER BACKGROUND INFORMATION, BUT YOGI-GO DOES NOT AND CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION-GATHERING OR THAT A PARTICULAR INSTRUCTOR IS QUALIFIED TO PERFORM ANY GIVEN SERVICE; AND IT IS SOLELY THE RESPONSIBILITY OF EACH YOGI-GO MEMBER, AND NOT YOGI-GO, TO DETERMINE WHETHER A GIVEN INSTRUCTOR IS QUALIFIED AND CAPABLE OF RENDERING SERVICES. FURTHER, YOGI-GO DOES NOT REGULARLY CONDUCT IDENTITY VERIFICATION PROCESSES OR BACKGROUND CHECKING (WHETHER OF YOGI-GO MEMBERS OR INSTRUCTORS) BUT HAS THE ABILITY TO CONDUCT SUCH PROCESSES AND CHECKING AT SUCH TIMES AS DETERMINED IN ITS SOLE DISCRETION. TO THE FULLEST EXTENT PERMITTED BY LAW, YOGI-GO DISCLAIMS ANY LIABILITY ARISING OUT OF A YOGI-GO'S FAILURE TO ACCURATELY VERIFY THE IDENTITY OF A YOGI-GO MEMBER OR INSTRUCTOR OR TO CONDUCT A BACKGROUND CHECK ON A YOGI-GO MEMBER OR INSTRUCTOR. YOU SHOULD EXERCISE COMMON SENSE AND CAUTION TO PROTECT YOUR AND OTHERS' PERSONAL PROPERTY AND PERSONAL SAFETY. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS IN ALL ACTIONS AND INTERACTIONS WITH ANY THIRD PARTY YOU INTERACT WITH IN OR THROUGH THE SERVICE. IF YOGI-GO DETERMINES AT ANY TIME TO CONDUCT IDENTITY VERIFICATION PROCESSES OR BACKGROUND CHECKING, EACH YOGI-GO MEMBER AND INSTRUCTOR SHALL COMPLY WITH ALL REQUESTS MADE BY YOGI-GO, INCLUDING WITHOUT LIMITATION, ANY DOCUMENT OR INFORMATION REQUESTS.

5. Booking Fitness Sessions. As a condition of being permitted to make appointments with Instructors through the Service, Yogi-Go Members agree with the following terms for all appointments booked on the Service.

a. Fitness Sessions Booked Through the Service. Yogi-Go Members understand that Instructors are highly trained, certified and licensed (where applicable under relevant state law) and specialize in yoga and physical fitness instruction and other health and wellness techniques. Yogi-Go does not tolerate any requests deemed sexual or inappropriate in nature. Users reported for inappropriate behavior will be immediately removed from the Service. Yogi-Go Members agree that Fitness Sessions are for relaxation only and should not be used if the person who will receive the Fitness Session is pregnant, an older adult, or has any other health conditions that would adversely affect Yogi-Go Members during or after taking part in a Fitness Session, without doctor/physician consent and Instructor consent.

Each Yogi-Go Member and Guest should talk with their health care providers about their individual needs and whether a Fitness Session is appropriate for such Yogi-Go Member and Guest. A Yogi-Go Member may need to avoid or modify some yoga poses and physical fitness practices.

b. Prices. The fees listed on the Service are the standard fees for the listed service, which Yogi-Go may change at any time in its sole discretion by so posting on the Service. In addition, fees for services provided by an Instructor may vary depending on a variety of factors such as length, day, time, or location of appointment. The fee you are ultimately charged is the “Fee.”

c. No Liability. To the fullest extent permitted by law, Yogi-Go will not have any liability whatsoever for any of the services provided by Instructors. Instructors bear sole liability for all of the services provided, including those services that are booked through the Service.

d. Exclusive Booking through Yogi-Go. In order to receive pre-negotiated rates with Instructors, Yogi-Go Members agree that once a Yogi-Go Member has made an appointment with an Instructor through the Yogi-Go Network, all subsequent appointments with the Yoga Instructor will be made through Yogi-Go, for as long as: (i) the Instructor is an active participant in the Yogi-Go Network, and (ii) the Yogi-Go Member continues to keep its account with Yogi-Go active and in good standing.

e. Responsibility for Payment. You will be charged the Fee at the time you request a Fitness Session and all transactions are final at the time the Instructor agrees to engage in a Fitness Session. You agree to pay to Yogi-Go all Fees, whether or not you dispute the amount of the charge or the quality or nature of the services provided. You acknowledge that Fitness Sessions obtained through the Service in all likelihood will not be covered services under your benefit plan, the Medicare program, a state Medicaid program, or any health insurance plan whether government-sponsored or private. You acknowledge and agree that Yogi-Go will not file any claims with your insurance benefit plan, the Medicare program, a state Medicaid program, or any other third party medical benefits program, and that the services you receive from or through Yogi-Go may not be eligible for reimbursement under such plans. You acknowledge, understand and agree that when using the Service, you may be responsible for standard phone, data and messaging charges from your wireless carrier. Under no circumstances will Yogi-Go be responsible for any wireless email, data, phone, or text messaging charges incurred by you or by a person that has access to your wireless device, telephone number, or email address.

f. Cancellations. If you cancel at least 24 hours before your scheduled Fitness Session, then Yogi-Go will provide a refund of your payment for that Fitness Session. However, if you cancel less than 24 hours before your scheduled Fitness Session, Yogi-Go may charge you a cancellation fee, in its sole discretion and in accordance with Yogi-Go’s cancellation policy.

g. Member Health Representation. Yogi-Go Members understand and agree that he or she shall not partake in any in-person Fitness Sessions if the Yogi-Go Member exhibits any symptoms of sickness, including without limitation, fever, vomiting, etc. In the event of a pandemic or widespread sickness whereby the Center for Disease Control implements guidelines, each Yogi-Go Member acknowledges and agrees to abide by all such CDC guidelines. Each Yogi-Go Member hereby covenants that he or she shall cancel any Fitness Sessions in the event such member shows any signs of sickness, whether or not determined by a licensed physician. This is meant to protect all other Yogi-Go Members as well as the Instructors.

h. Dispute Resolution. Although Yogi-Go retains the right to mediate any dispute between you and an Instructor, all disputes between you and such Instructor must ultimately be resolved between you and the Instructor directly. All sales booked through the Service are final and Yogi-Go provides no refunds, except as determined in Yogi-Go’s sole discretion. For avoidance of doubt, Yogi-Go will not

refund you for any reason if you receive a Fitness Session, except as determined in its sole discretion. If you engage in conduct deemed inappropriate or unsafe by a Instructor, as determined in the Instructor's sole discretion, including, but not limited to, making inappropriate requests, engaging in inappropriate touching, or the Instructor perceives a threat to his/her safety or well-being, and such conduct results in a Instructor ending the Fitness Session prior to the end of the allotted time, Yogi-Go will not refund you.

i. Concierge Bookings. If a Yogi-Go Member books Fitness Sessions on behalf of itself and third parties, including Guests ("**Concierge Member**"), then this paragraph applies to such Concierge Member's use of the Service in addition to all other terms and conditions in these Terms.

- i. No Conflicts. By accessing and/or using the Service as a Concierge Member, you hereby represent, warrant and covenant to us that such access and/or use of the Service does not and will not violate any contract or agreement between you and any third party, including, without limitation, your employer.
- ii. Responsibility. By accessing and/or using the Service as a Concierge Member, you hereby represent, warrant, and covenant to us that you have provided these Terms to each individual to take part in a Fitness Session and such person has agreed to these Terms.

6. Providing Fitness Sessions. The terms governing Instructors with respect to providing Fitness Sessions are set forth in the Instructor Agreement.

7. Consent to Electronic Communications.

a. Consent to Electronic Communications. By using the Service or providing Personal Information (as defined in the Privacy Policy) to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. To withdraw your consent from receiving electronic notice, please write to us at Support@yogigofitness.com.

b. Email Messages and Push Notifications. When you register with Yogi-Go, Yogi-Go will email messages and push notifications ("**Messages and Notifications**") in order to keep you informed about the Service. For example, Yogi-Go will send you a message to confirm or remind you of your Fitness Session appointment. By using the Service, you agree to receive Messages and Notifications regarding your use of the Service. Email messages are for informational purposes only. While Messages and Notifications are intended to enhance your use of the Service, you may (i) disable push notifications on your device, and/or (ii) email "STOP" to Support@yogigofitness.com to remove yourself from our email message database.

c. If you wish to remove yourself from any list (other than as set forth in Section 7.b), please email us with an "OPT-OUT", "UNSUBSCRIBE", "STOP" or "REMOVE" in the subject line.

d. Depending on your current carrier plan, you may incur charges for these Messages and Notifications and agree to not hold Yogi-Go liable for any charges incurred. You acknowledge that any terms between you and any third-party provider (such as, for example, Apple, Android, or Verizon) create no obligation or responsibility on the part of Yogi-Go, and that Yogi-Go is not responsible for any failure of warranty by any such third party.

e. Yogi-Go cannot control certain factors relating to message delivery. You acknowledge that, depending on your mobile carrier's service, it may not be possible to transmit a message to you successfully. We have no liability for transmission delays or message failures.

8. Content Submitted to Yogi-Go

a. By sending or transmitting to us information, reviews, opinions, creative suggestions, ideas, notes, concepts, or other materials (collectively, "**Materials**"), or by posting such Materials to any area of the Service, you grant Yogi-Go and its designees a worldwide, non-exclusive, sublicensable, assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Materials in any media now known or hereafter developed to enhance and develop the Service, including by marketing and advertising the Service, without compensation to you; provided that we will never use your name in connection with any of your Materials that we use in our own advertising and marketing materials without obtaining your prior consent; provided further, that if you are an Instructor, the use of certain Materials (for example, your biography, photo, and other information to associate with your profile on the Service) will be as set forth in the Instructor Agreement. None of the Materials will be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we will not be liable for any use or disclosure of any Materials. Yogi-Go may remove or alter any Materials at any time for any reason. We neither endorse nor are responsible for any opinion, advice, information, or statement made or displayed on the Service by any user. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, or for any results obtained from the use of such information. Under no circumstances will Yogi-Go and/or its affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on such information obtained through the Service. We cannot and do not take responsibility for the veracity, reliability, or completeness of any opinion, advice, information, or statement available on the Service.

b. The opinions expressed on the Service by users reflect solely the opinions of the users who post thereon and do not reflect the opinions of Yogi-Go. You acknowledge and agree that we have the right (but not the obligation) to monitor the Service and Materials; to alter or remove any Materials; and to disclose Materials and the circumstances surrounding their transmission to any third party in order to operate the Service properly; to protect ourselves, our sponsors, and our members and visitors; and to comply with legal obligations or governmental requests. If you believe a message violates our member policies, please contact Yogi-Go immediately at Support@yogigofitness.com so that we can consider its editing or removal.

c. You are solely responsible for your Materials and the consequences of posting them on the Service. By posting Materials, you represent, warrant, and covenant that: (i) you are the creator and owner of the Materials or otherwise have sufficient rights and authority to grant the rights granted herein; (ii) your Materials do not and will not (A) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (B) slander, defame, or libel any other person; (iii) your Materials do not contain any viruses, adware, spyware, worms, or other harmful or malicious code or (iv) unless you have received prior written authorization, your Materials specifically do not contain any confidential information of any third party. We reserve all rights and remedies against any users who breach these representations and warranties.

d. Sending Messages. The Service may allow Instructors and Yogi-Go Members to exchange messages ("**Messages**") with each other. Sending Messages is a privilege, not a right, and Yogi-Go may terminate such privileges of any user at any time and for any reason, without any liability to such user. Harmful, obscene, or offensive communications are not welcome in any Messages. If a user

sends you an objectionable Message, please notify us by sending an email to **Support@yogigofitness.com**. You should exercise discretion, good sense, and sound judgment when sending a Message. You are solely responsible for the content of any Message you send. You agree that Yogi-Go may monitor Messages for compliance with these Terms, and therefore, Messages should not be considered confidential or proprietary. You hereby grant us an assignable, sublicensable, irrevocable license to reproduce and transmit your Messages in connection with facilitating transfer to the intended recipient through the Service and for such other purposes as Yogi-Go may deem appropriate in its sole discretion.

9. Contests. Yogi-Go may provide contests on the Service. The rules, regulations, and procedures governing such contests (“**Contest Rules**”) will be accessible through a hypertext link displayed on the web page where the contest or game may be located. In the event of a conflict between any Contest Rules and these Terms, the applicable Contest Rules will govern.

10. Term and Termination.

a. The term of these Terms (the “**Term**”) will commence on the date on which you first access or utilize the Service in any way (the “**Effective Date**”) and will continue so long as you continue to access or utilize the Service; provided that Yogi-Go reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms including, without limitation, the suspension or termination of the user’s access and/or account, or blocking the user from access to the Service. Yogi-Go may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Yogi-Go reserves the right at all times to disclose any information as Yogi-Go deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Yogi-Go’s sole discretion.

b. Effect of Termination. The following Sections of these Terms will survive termination or expiration of the Agreement: 1.c, 2.d, 3, 4, 5.e, 8, 9, 11, 12, 13, 14, 16, 17, 18, 19, 22, and 23. Payments by you, which accrue or are due before termination of your membership, will continue to be payable by you, and amounts owed to Yogi-Go at the time of such termination or expiration will continue to be owed by you, after such expiration or termination.

11. Ownership.

a. Proprietary Information. You acknowledge and agree that: (i) the Service, including, without limitation, any Content, modifications, enhancements and updates, and any originals and copies thereof, in whole or in part, and all intellectual property rights therein (collectively, “**Proprietary Information**”), is owned by Yogi-Go and its licensors, as applicable; (ii) the Proprietary Information contains valuable copyrighted and proprietary material of Yogi-Go; (iii) the Proprietary Information is licensed, rather than sold, to you pursuant to these Terms; and (iv) you have no rights in the Proprietary Information, other than the rights and licenses specifically granted to you pursuant to these Terms.

b. Trademarks. You acknowledge that Yogi-Go has acquired, and is the owner of, trademark rights in the name and word mark “Yogi-Go Fitness”™ and in the other marks and design marks displayed on the Service. You acknowledge that this name and these marks are famous and internationally known. You will not, at any time or for any reason, challenge the validity of, or Yogi-Go’s ownership of, the foregoing name and marks, and you waive any rights you may have at any time to do so. All use of the foregoing name and marks by you will inure exclusively to the benefit of Yogi-Go. All marks shown on the Service but not owned by Yogi-Go are the property of their respective owners.

c. **Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Yogi-Go infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- i. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Service are covered by a single notification, a representative list of such works);
- iii. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Yogi-Go to locate the material on the Service;
- iv. the name, address, telephone number, and email address (if available) of the complaining party;
- v. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Yogi-Go a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see www.copyright.gov for details. Notices and counter-notices with respect to the Service should be sent to **Support@yogigofitness.com**. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

12. **Disclaimer of Warranty.**

a. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED “AS IS” WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. YOU ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE SERVICE MAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, AUDIO AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, YOGI-GO DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, AND ABSENCE OF VIRUSES AND DAMAGING OR DISABLING CODE. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF YOGI-GO, ITS AFFILIATES OR SERVICE PROVIDERS, YOGI-GO’S CONTENT PROVIDERS AND/OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES NOR THE EMPLOYEES, AGENTS AND/OR CONTRACTORS (COLLECTIVELY, THE “**YOGI-GO PARTIES**”) WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICE. YOGI-GO CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS

INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY OF CONTENT AND INFORMATION ACCESSED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF THE RESPECTIVE CONTENT IS AT YOUR SOLE RISK.

b. You acknowledge that any information you obtain from Instructors comes from those individuals, and not from Yogi-Go, and that Yogi-Go, to the fullest extent permitted by law, is not in any way responsible for any of the information these third parties may supply or for any statements, claims, or representations they may make. To the fullest extent permitted by law, Yogi-Go disclaims any such statements, claims, or representations and the same do not expand or otherwise modify the terms of these Terms. If you are dissatisfied with the Service, your sole and exclusive remedy is to discontinue accessing and using the Service.

13. Limitation of Liability.

a. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH USER IS SOLELY RESPONSIBLE FOR (I) HIS OR HER USE OF THE SERVICE, AND (II) ANY DAMAGES INCURRED BY HIM OR HER OR ANY THIRD PARTY THAT ARISE FROM OR ARE RELATED TO THE SERVICE. THE AGGREGATE LIABILITY OF THE YOGI-GO PARTIES FOR ANY DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO ACTUAL DAMAGES PROVED, AND NOT TO EXCEED THE AMOUNT PAID BY YOU TO YOGI-GO FOR THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NONE OF THE YOGI-GO PARTIES WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF YOGI-GO OR ITS CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE YOGI-GO PARTIES WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES; COSTS OR DAMAGES OF ANY KIND INCURRED OR SUFFERED BY YOU AS A RESULT OF SERVICES PROVIDED BY ANY OF THE INSTRUCTORS ACCESSED THROUGH THE SERVICE.

c. YOU REPRESENT THAT YOU HAVE INDEPENDENTLY INVESTIGATED THE ADVISABILITY OF USING THE FITNESS SESSIONS MADE AVAILABLE TO YOU BY YOGI-GO AND THE POSSIBLE RISKS INVOLVED IN USING SUCH SERVICES. YOU AGREE TO MAINTAIN YOUR OWN INSURANCE COVERING SUCH RISKS AND WILL LOOK SOLELY TO SUCH INSURANCE FOR REIMBURSEMENT OF ANY RESULTING DAMAGES.

14. Third Party Disputes. YOGI-GO IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE OR YOUR EMPLOYER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE YOGI-GO (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

15. Force Majeure. Yogi-Go will not be liable for any delay or failure to perform any obligation herein if the delay or failure is due to unforeseen events that are beyond Yogi-Go's reasonable control,

such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic or governmental action, in so far as such an event prevents or delays Yogi-Go in fulfilling its obligations hereunder.

16. Indemnification and Release.

a. To the fullest extent permitted by law, You will defend, indemnify and hold Yogi-Go, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents, harmless against any loss or damage of any kind (including, without limitation, attorneys' fees and lost revenues) arising from: (i) any and all breaches by you of these Terms or any representation, warranty or covenant contained herein; (ii) any and all use of the Service not specifically authorized hereunder and on the Service; and (iii) any and all claims and actions against Yogi-Go by other parties to whom you allow access to the Service.

b. To the fullest extent permitted by law, You further waive, release and forever discharge the Yogi-Go Parties from any and all responsibility or liability for injuries or damages resulting from your Fitness Sessions or any other service obtained through the use of the Service, including injuries or damages caused by the negligent act or omission of the Yogi-Go Parties or in any way arising out of or connected with the Service.

c. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You will not, in any event, settle any claim or matter without our written consent.

17. Additional Service Features. The Service may contain information on products, and services provided by third parties, including Instructors, and links (including advertisements) to third party web sites. This information and these products, services, and links are provided only as a convenience to users. Yogi-Go does not review or control this information or these products, services, or other web sites, and Yogi-Go does not make any representations or warranties, express or implied, regarding this information or these products, services, or web sites. Inclusion of any of the foregoing in the Service does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Yogi-Go with respect to any third party or its web site or content, or any information, products, or services provided by that third party. Yogi-Go is under no obligation to maintain any link on the Service and may remove a link at any time in its sole discretion for any reason whatsoever.

18. Dispute Resolution.

a. **Mandatory Arbitration.** Please read this carefully. It affects your rights. YOU AND YOGI-GO AND EACH OF OUR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE. 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. Please visit www.adr.org for more information about arbitration.

- i. **Commencing Arbitration.** A party seeking arbitration must first send to the other by mail or electronic mail, a written notice of intent to arbitrate (a "**Notice**"), or, in the absence of a mailing address provided by you to Yogi-Go, to you via any other method available to Yogi-Go, including via email. The Notice to Yogi-Go should be addressed to Yogi-Go, Inc., 5305 Windbrush Lane, Tampa, FL 33625 Attn: President or

Support@yogigofitness.com (the “**Address**”). The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought (the “**Demand**”). If the claim is not resolved within 30 days after the Notice is received, then you or Yogi-Go may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “**Rules**”), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available at www.adr.org. If you are required to pay a filing fee to commence arbitration against Yogi-Go, then Yogi-Go will promptly reimburse you for your confirmed payment of the filing fee upon Yogi-Go’s receipt of Notice at the Address that you have commenced arbitration along with a receipt for the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith.

- ii. Arbitration Proceeding. The arbitration will be in English. A single independent and impartial arbitrator with his or her primary place of business in Hillsborough County, Florida, will be appointed pursuant to the Rules, as modified herein. You and Yogi-Go agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (A) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (B) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (C) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- iii. No Class Actions. YOU AND YOGI-GO AGREE THAT YOU AND YOGI-GO MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THIS ENTIRE MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.
- iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this deadline by 30 days in the interests of justice. Arbitration proceedings will be closed to the public and confidential, and all related records will be permanently sealed, except as necessary to obtain court confirmation of the award. The award will be in writing and will include a statement setting forth the reasons for the claim’s disposition. The arbitrator will apply Florida state law during the arbitration. You agree that these terms and your use of the App evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in These Terms. If the dispute is finally resolved through arbitration in your favor, Yogi-Go will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by Yogi-Go in settlement of the dispute prior to the arbitrator’s award; or (C) \$1,000.

b. Equitable Relief. The foregoing provisions of this Section 18 do not apply to any claim in which Yogi-Go seeks equitable relief of any kind. You acknowledge that, in the event of a breach of these Terms by Yogi-Go or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Yogi-Go, and your only remedy will be for monetary damages, subject to the limitations of liability set forth above.

c. Claims. You and Yogi-Go agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Service, excluding a claim for indemnification, must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

d. Improperly Filed Claims. All claims you bring against Yogi-Go must be resolved in accordance with this Section 18. All claims filed or brought contrary to this Section 18 will be considered improperly filed. Should you file a claim contrary to this Section 18, Yogi-Go may recover attorneys' fees and costs up to \$5,000, provided that Yogi-Go has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Enforceability. If only Section 18.a.iii or the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 18 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 19 will govern any action arising out of or related to these Terms.

19. Governing Law; Choice of Forum. The laws of the State of Florida, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of the state and federal courts located in Hillsborough County, Florida and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

20. Feedback. While our staff continually works to develop and evaluate our own product ideas and features, we pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from our Users. If you send us or our employees any ideas or suggestions for products, services, features, modifications, enhancements, content, promotions, strategies, or product/feature names, or any related materials (collectively "**Feedback**"), then regardless of what your communication may say, the following terms apply, to avoid future misunderstandings. By sending us Feedback, you agree that:

- a. Yogi-Go will own, exclusively, all known or later discovered rights to the Feedback;
- b. Yogi-Go will not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Feedback; and
- c. Yogi-Go will be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

21. Entire Agreement; Variation. These Terms and any license contained in Yogi-Go's products set forth the entire agreement between Yogi-Go and You with respect to the Service; provided, however, that: (1) Instructors will also be required to enter into the Instructor Agreement; (2) Yogi-Go may enter into additional agreements with you. In the event of a conflict between these Terms and the Fitness Instructor Agreement, the terms of the Instructor Agreement will govern.

22. Severability. Except as specifically set forth herein, if any provision of these Terms is held invalid, illegal or unenforceable, such provisions will be modified, or if not possible, severed, to reflect the fullest valid, legal and enforceable expression of the intent of the parties and the remainder of these Terms will not be affected thereby.

23. Relationship of Parties. Nothing herein will be deemed to create an employer-employee relationship between Yogi-Go and you, nor any agency, joint venture or partnership relationship between the parties. Neither party will have the right to bind the other to any obligation, nor have the right to incur any liability on behalf of the other.

24. Waiver. No delay, omission, or failure to exercise any right or remedy provided herein will be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but every such right or remedy may be exercised, from time to time as may be deemed expedient by the party exercising such remedy or right.

25. Assignment. Neither these Terms nor any of the rights granted to you herein may be assigned or transferred by you, whether voluntarily or by operation of law, without the express prior written permission of Yogi-Go and any attempt to do so will be null and void. However, Yogi-Go may assign or transfer these Terms at any time without your permission.

26. Third-Party Beneficiaries. The provisions of these Terms relating to the rights of Yogi-Go content providers are intended for the benefit of such content providers, and such content providers, as third-party beneficiaries, will be entitled to enforce such provisions in accordance with their terms, irrespective of the fact that they are not signatories to these Terms.