

PHOENIX FITNESS & YOGA, L.L.C.

TERMS OF SERVICE

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CERTAIN PORTIONS OF THE SERVICE MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS SPECIFIED BY US FROM TIME TO TIME; YOUR USE OF THE SERVICE IS SUBJECT TO THOSE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED INTO THESE TERMS OF USE BY THIS REFERENCE.

I. Privacy Policy

We respect your privacy. Our collection, use and disclosure practices regarding your personally identifiable information are set forth in our Privacy Policy. Please take some time to review our Privacy Policy as its terms are incorporated herein by reference and your assent to these Terms of Use includes your assent to our Privacy Policy. (LINK TO PRIVACY POLICY HERE.)

II. Registration and Eligibility

We may allow users to establish an account to access various features of the Service, such as registration for classes, memberships, seminars and events and use of its message boards, discussion boards, and other public forums. If you register, you agree to provide us with accurate, truthful, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of your account. Failure to provide accurate, truthful, complete, and updated registration information for certain events or features may also lead to your disqualification, expulsion or denial from such events or features. Further, registrants must agree, without limitation, to comply with the rules and guidelines as established by each instructor and the Assumption of Risk Waiver, all of which are incorporated herein by reference.

You must be 18 years of age or over to register for any function, service or class which requires such registration. This Service is not intended or designed to attract children under the age of 13. If you are under the age of 13, you may not use the Service. If you are a minor age between the ages of 13 and 18 you can use such functions or

services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms of Use.

If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a minor between the ages of 13 and 18 you are fully responsible for his or her use of the Service and the User Content (as defined below), including all legal liability he or she may incur. By using this Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

III. Passwords

When you are required to open an account to use or access this Service or any of its features or services, you will also be asked to provide a user name and password. You agree that we may store and use any registration data, including your user name and password, you provide for use in maintaining your account. You are entirely responsible for maintaining the confidentiality and security of your password and account. You may not use the account, username, or password of someone else at any time. You agree to notify us immediately of any unauthorized use of your account, user name, or password (collectively, a "User ID").

We shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Phoenix Fitness & Yoga, L.L.C., its officers, directors, employees, consultants, staff, agents, and representatives due to someone else's use of your account or password. We reserve the right to refuse registration of, or cancel a User ID, in our sole discretion. You may not sell or transfer your account, or otherwise allow any third party to use your account for any purpose.

IV. Medical Disclaimer

You expressly acknowledge and agree that this Service does not provide medical advice and is not a substitute for professional medical diagnosis, treatment or advice or a medical examination. The content of this Service may contain general information relating to certain medical conditions and their treatment. Such information is provided for informational purposes only and is not intended to replace or substitute for advice provided by a physician or other medical provider. You should not use the information provided by this Service for diagnosing a health problem or disease. Prior to participating in any program, workout, training, course, activity, exercise, diet, or use of any product, program, workout, exercise or treatment discussed on this Service, or if you have any questions regarding a medical condition, seek the advice of your physician and other qualified health-care professionals.

You understand that the exercises and programs discussed on this Service can be strenuous and should be scaled or done in moderation. There is an inherent risk in any exercise that, while providing some health benefits, it can also cause unknown health issues. Application or reliance on the techniques, advice, ideas, and suggestions of any person associated with Phoenix Fitness & Yoga, L.L.C. are at your sole discretion and risk. Never disregard professional medical advice or delay in seeking it because of something you have read on the Service. If you think you may have a medical emergency, call your doctor or 911 immediately. We do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Service. Reliance on any information provided by the Service is entirely at your own risk.

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Unless otherwise notified by us, you are free to link to this Service so long as you make it clear that (a) the linked content belongs to Phoenix Fitness & Yoga, L.L.C.; (b) such content is not your own; and (c) the originating website makes no claim of owning, being related to or owned or controlled by, being under common control with, or sanctioned by, approved by, or endorsed by, Phoenix Fitness & Yoga, L.L.C.. This Service may contain links or references to other websites maintained by third parties over whom we have no control. Such links are provided merely as a convenience. Such third party Services and third party content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any third party Services accessed through this Service or any third party content posted on or available through this Service, including the content, accuracy, advice, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the third party Services or the third party content. Inclusion of, linking to or permitting the use of any third party Service or any third party content does not imply approval or endorsement thereof by Phoenix Fitness & Yoga, L.L.C..

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In addition to other third-party Services accessible through the Service, any YouTube videos published on our Service are implemented as a YouTube Data API Client application. By accessing these videos you agree to also consent to YouTube's Terms of Service (<https://www.youtube.com/t/terms>).

VII. Unsolicited Submissions

We welcome your participation and contributions to our online forums and discussions, including your feedback and comments on your experiences with the Phoenix Fitness & Yoga, L.L.C. program, and Phoenix Fitness & Yoga, L.L.C.'s events, activities, competitions, certificate courses, seminars and workouts. But Phoenix Fitness & Yoga, L.L.C.'s policy is not to, and neither Phoenix Fitness & Yoga, L.L.C. nor any of its employees will, accept or consider unsolicited ideas, suggestions and other material. This is to avoid the possibility of future misunderstandings arising if Phoenix Fitness & Yoga, L.L.C. develops or implements or uses a program, product, equipment, service, feature, workout, software, application or tool that seems to be similar to your own ideas or creative work.

If you do submit any feedback, comments, ideas, suggestions, concepts, workouts, marketing plans, names for new events, or material (collectively, "Submissions") to Phoenix Fitness & Yoga, L.L.C., including any Submissions that we have asked you not to submit to us, then regardless of what your Submission and any accompanying correspondence might say, by submitting your Submission you acknowledge and agree that:

1. At the moment you submit your Submission to Phoenix Fitness & Yoga, L.L.C., you are automatically and irrevocably assigning your Submission and all rights to it to Phoenix Fitness & Yoga, L.L.C., and Phoenix Fitness & Yoga, L.L.C. will have no obligations to you in relation to your Submission;
2. In the event that your Submission is not assignable, you hereby acknowledge and agree that, from the moment you submit your Submission to Phoenix Fitness & Yoga, L.L.C., you grant Phoenix Fitness & Yoga, L.L.C. and its designees a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive and royalty free right and license to reproduce, publish, distribute, prepare derivative works from, display, perform, modify, adapt, broadcast, license, sell, offer for sale, translate, make, have made, import and otherwise use, any Submission, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related thereto, for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to you, including sublicensing any third party to do any of the foregoing.

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3. Your Submission will not contain any proprietary or confidential information;
4. Phoenix Fitness & Yoga, L.L.C. is under no obligation to keep your Submission confidential or to otherwise protect your Submission;
5. Phoenix Fitness & Yoga, L.L.C. may already be considering or developing a similar idea, program, concept, product, service, feature, movement, workout, software, application or tool; and
6. We shall determine, in our sole discretion, whether materials you submit to us or to the Service are classified as Submissions or User Content.

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