

Terms of Use

Version Date: January 4, 2021

Welcome, and thank you for your interest in the **Center for Dance and Body!** These terms of service ("Terms") establish the terms and conditions that apply to you when you use the Service (as defined below).

BY USING THE SERVICE, ACCESSING OUR WEBSITE, AND/OR BY CLICKING "I AGREE" 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 CENTER FOR DANCE AND BODY ("CDAB," "WE," "OUR," OR "US") AT ANY TIME; PROVIDED THAT WE WILL ENDEAVOR TO PROVIDE YOU WITH PRIOR NOTICE OF ANY MATERIAL CHANGES. YOUR CONTINUED USE OF THE SERVICE AND WEBSITE 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 AND WEBSITE IN ORDER TO VIEW ANY CHANGES TO THESE TERMS. THESE TERMS WERE LAST MODIFIED AS OF THE DATE INDICATED ABOVE.

AS FURTHER DESCRIBED BELOW, **THESE CLASSES ARE NOT INTENDED FOR PREGNANT WOMEN. CDAB DOES NOT OFFER PRENATAL CLASSES. IF YOU ARE PREGNANT OR THINK YOU MAY BE PREGNANT, DO NOT PARTICIPATE IN THESE CLASSES.** YOU SHOULD CONSULT YOUR PHYSICIAN OR OTHER HEALTH CARE PRACTITIONER BEFORE STARTING THIS OR ANY OTHER EXERCISE PROGRAM. THIS IS PARTICULARLY TRUE IF YOU OR YOUR FAMILY HAVE A HISTORY OF HIGH BLOOD PRESSURE OR HEART DISEASE, OR IF YOU HAVE EVER EXPERIENCED DISCOMFORT WHILE EXERCISING. NOTHING STATED OR POSTED ON THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR PROFESSIONAL ADVICE OR CARE. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK.

IN THE EVENT OF A MEDICAL OR HEALTH EMERGENCY, PLEASE CALL 911 OR APPROPRIATE EMERGENCY RESPONDERS IMMEDIATELY.

AS FURTHER DESCRIBED BELOW, THESE TERMS PROVIDE FOR 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.

CDAB USES A THIRD PARTY PAYMENT PROCESSOR, STRIPE, INC. (“STRIPE”), TO PROCESS ALL FEES AND PAYMENTS MADE VIA THE SERVICE.

ANY HARASSMENT, ABUSE, HARM, RUDENESS, OR OTHER DISRUPTIVE OR INAPPROPRIATE CONDUCT DIRECTED AT CDAB EMPLOYEES, PARTICIPANTS, AND/OR ANY OTHER PARTIES WILL NOT BE TOLERATED, AND WILL RESULT IN YOUR TERMINATION FROM OUR SERVICES. NO RECORDING OF ANY KIND, INCLUDING BUT NOT LIMITED TO VISUAL AND/OR AUDIO, SCREENSHOTS, SCREEN RECORDING, LIVE-STREAMING, OR ANY OTHER METHODS ARE STRICTLY PROHIBITED, BEFORE, DURING, AND AFTER CLASS. FAILURE TO ABIDE BY THESE RULES WILL RESULT IN TERMINATION FROM OUR SERVICES. CDAB RESERVES THE RIGHT TO PURSUE ANY SUCH BREACH TO THE FULL EXTENT OF THE LAW TO PROTECT ITS RIGHTS AND INTELLECTUAL PROPERTY, AND YOU WILL BE LIABLE FOR ANY AND ALL ATTORNEYS’ FEES, COSTS, AND/OR EXPENSES INCURRED BY CDAB.

1. Use of the Service

a. The “**Service**” is **CDAB’S** website located at **centerfordanceandbody.com** and **CDAB’S** mobile applications, as each may be updated, relocated, or otherwise modified from time to time, including through networks, platforms, embeddable widgets, downloadable software, and tablet computer applications, and all intellectual property contained therein. The Service provides a platform to enable users to access and watch live and on-demand fitness classes and consume motivational content on their personal computer, mobile device or TV and to purchase certain related merchandise (“**Merchandise**”). Any person who accesses and/or uses the Service, whether on his or her own behalf or on behalf of any third party, will be referred to herein as a “**CDAB Member**”.

b. Subject to the terms and conditions of these Terms, CDAB hereby grants you a limited revocable, non-exclusive, non-transferable license to access and use the Service, solely in the manner intended by CDAB. Unless otherwise specified in writing, the Service is solely for your personal use and not for resale. **CDAB 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. CDAB’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 CDAB’s Privacy Policy.

2. Registration, Accounts, Passwords and Security

a. CDAB Member. In order to become an CDAB Member, you must complete the registration process by providing CDAB with current, complete and accurate information, as prompted by the applicable registration form.

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

c. Eligibility. You represent and warrant that you are at least 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. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 18 OR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY CDAB. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER

d. Credentials. As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. You agree to notify CDAB immediately of any unauthorized use of your account or any other breach of security. To notify us, contact us at annel@centerfordanceandbody.com. You are responsible for all use of the Service occurring under your user name. You are responsible for keeping your password confidential and for notifying us if your password has been hacked or stolen. CDAB 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 CDAB or another party due to someone else using your account or password.

3. Your Responsibilities

You may use the Service solely for lawful 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. HARASS, ABUSE, HARM, OR ADVOCATE OR INCITE HARASSMENT, ABUSE OR HARM OF ANOTHER PERSON OR GROUP, INCLUDING CDAB EMPLOYEES AND OTHER USERS;

b. create a new account with CDAB, without CDAB's express written consent, if CDAB previously disabled an account of yours;

c. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Service or its Content (as defined below);

d. remove or alter any copyright, trademark or other proprietary rights notices contained in or on the Service or in or on any content or other material obtained through the Service or the use of the Service;

d. create user accounts by automated means or under false or fraudulent pretenses;

- e. use any robot, spider, screen or database scraper, site search or retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Service;
- f. probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
- g. reformat, mirror, or frame any portion of the web pages that are part of the Service;
- h. express or imply that any statements you make are endorsed by us, without our prior written consent in each instance;
- i. 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), or engage in spamming or flooding;
- j. transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component; use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- k. harvest or collect information about other users without their prior written consent;
- l. undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including Content, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the Service's authorized features, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by CDAB;
- m. access, tamper with, or use non-public areas of the Service, CDAB's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of CDAB's providers;
- n. use, copy, install, transfer or distribute the Service, except as specifically permitted by these Terms;
- o. create user accounts by automated means or under false or fraudulent pretenses;
- p. solicit, or attempt to solicit, personal information from other users, except as permitted through the Service's functionality;

- q. restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users;
- r. gain unauthorized access to the Service, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service;
- s. violate any applicable federal, state or local laws, regulations or these Terms;
- t. use the Service for any illegal, inappropriate and/or unauthorized conduct, including without limitation, using the Service to contact other CDAB Users for sexual or other inappropriate purposes, or using the Service in violation of CDAB's or any third party's intellectual property or other proprietary or legal rights; or
- u. use or access the Service to build a competing service. We may take any legal action and implement any technical remedies to prevent the violation of these provisions and to enforce these Terms.
- v. record visually and/or audio, take pictures or screenshots, screen record, livestream, or use similar means to record, document, and/or share CDAB classes and Materials, for personal or public use. CDAB is the sole owner of all rights stemming from its Intellectual Property and Materials and must provide written consent. CDAB grants you a limited license to access its Materials and prohibits you from reproducing it, preserving it, and/or disseminating it in any way privately or publicly.

4. Payment Terms and Order Processing

- a. Access to the Service, or to certain features of the Service, may require you to pay fees, and may provide you the option to activate recurring automatic payments for those fees. Before you pay any fees, including before activating or updating any recurring payments, you will have an opportunity to review the fees that you will be charged before you accept them. If you activate or update recurring payments through the Service, you authorize CDAB to periodically charge, on a going-forward basis and until cancellation, all accrued sums on or before the payment due date for the accrued sums. You can cancel recurring charges by following the instructions in your account settings. It may take up to 7 business days for the update or cancellation to take effect.
- b. All fees are in USD and are non-refundable. CDAB may change the fees for the Service or any feature of the Service, including by adding fees, on a going-forward basis at any time. If CDAB changes the fees for the Service, including by adding additional fees or charges, you will be provided advance notice of those changes and the opportunity to accept the changes. If you do not accept the changes, CDAB may discontinue providing the Service to you.
- c. CDAB will charge the payment method you specify at the time of purchase. You authorize CDAB to charge all sums as described in these Terms, for the Service you select, to that payment method and you agree to keep your payment information valid and up to date. If you

pay any fees with a credit card, CDAB may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. CDAB uses a third party payment processor, Stripe, Inc. (“Stripe”), to process all fees and payments made via the Service. Stripe handles any information you provide to them in accordance with their privacy policy and services agreement which can be found at: <https://stripe.com/us/privacy> and <https://stripe.com/legal>. By providing your payment information to sign up for the Service, you consent to CDAB providing relevant information to Stripe in order to provide the Service to you and acknowledge that you have read and agree to the terms of Stripe’s privacy policy and services agreement.

d. All purchases of Merchandise from CDAB are made pursuant to a shipment contract. This means that the risk of loss and title for Merchandise pass to you upon our delivery to the carrier of the applicable Merchandise. You are responsible for payment of all shipping charges, both for initial purchase of any Merchandise, as well as shipping charges for returns. CDAB does not take title to returned items until the item arrives at our fulfillment center. For more information about our returns and refunds, please see our return policy posted on our website. CDAB attempts to be as accurate as possible when describing its Merchandise. However, CDAB does not warrant that product descriptions or other content of the Service is accurate, complete, reliable, current, or error-free. If any Merchandise is not as described, your sole remedy is to return it in unused condition.

5. Consent to Electronic Communications

a. 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. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice on the Service or sending an email to you, if we have your email address. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at annel@centerfordanceandbody.com.

b. If you wish to remove yourself from any list (other than as set forth in Section 5.b), please email us with an “OPT-OUT”, “UNSUBSCRIBE”, “STOP” or “REMOVE” in the subject line.

c. Depending on your current carrier plan, you may incur charges for these Messages and Notifications and agree to not hold CDAB 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 CDAB, and that CDAB is not responsible for any failure of warranty by any such third party.

d. CDAB 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 text message to you successfully. We have no liability for transmission delays or message failures.

6. Content Submitted to the Service

a. By sending or transmitting to us information, opinions, creative suggestions, ideas, notes, concepts, or other materials (collectively, “**Materials**”), or by posting such Materials to any area of the Service, you grant CDAB and its designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), 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. 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. CDAB 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 CDAB 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 CDAB. 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 CDAB immediately at annel@centerfordanceandbody.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 CDAB Members to exchange messages (“**Messages**”) with each other. Sending Messages is a privilege, not a right, and CDAB may terminate such privileges of any CDAB Member at any time and for any reason, without any liability to such CDAB Member. 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 e-mail at annel@centerfordanceandbody.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 CDAB 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 purpose as CDAB may deem appropriate in its sole discretion.

7. Term and Termination

a. Term. 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 CDAB 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. CDAB may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the **Privacy Policy**, CDAB reserves the right at all times to disclose any information as CDAB 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 CDAB’s sole discretion.

b. Effect of Termination. The following Sections of these Terms will survive termination or expiration of the Agreement: 1.c, 2.c, 3, 5.e, 6, 7.b, 8, 9 – 15, 17 – 25. Payments by you, which accrue or are due before termination of your membership, will continue to be payable by you, and amounts owed to CDAB at the time of such termination or expiration will continue to be owed by you, after such expiration or termination.

8. Ownership

a. Proprietary Information. You acknowledge and agree that: (i) the Service, including, without limitation, any articles, photos, videos, recordings or other content (“**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 CDAB and its licensors, as applicable; (ii) the Proprietary Information contains valuable copyrighted and proprietary material of CDAB; (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 CDAB has acquired, and is the owner of, trademark rights in the name and word mark “CDAB”™(R) 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 CDAB’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 CDAB. All marks shown on the Service but not owned by CDAB are the property of their respective owners.

9. Fitness Class Participation Waiver

a. You acknowledge that participation in fitness classes via the Service involves strength, flexibility, aerobic, cardio and other exercises, including the use of equipment, all of which can be potentially hazardous activities. You accept full responsibility over the location where you engage in fitness classes via the Service, you acknowledge that CDAB has no control over the location that you choose, and that the location of participation in fitness activities involves additional risks, including, but not limited to, those caused by terrain, facilities, temperature, weather, environment, vehicular traffic, lack of hydration and actions of other people.

b. In becoming an CDAB Member with the intent of using the Service, you affirm that either (i) all of the following statements are true: (A) no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician; (B) you have never felt chest pain when engaging in physical activity; (C) you have not experienced chest pain when not engaged in physical activity at any time within the past month; (D) you have never lost your balance because of dizziness and you have never lost consciousness; (E) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (F) your physician is not currently prescribing drugs for your blood pressure or heart condition; (G) you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and (H) you do not know of any other reason you should not exercise; or (ii) your physician has specifically approved of your use of the Service. If applicable, you further affirm that (i) you are not pregnant, breastfeeding or lactating; or (ii) your physician has specifically approved your use of the Service. CDAB reserves the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

c. By using the Service, you: (i) acknowledge and agree that you are voluntarily participating in fitness classes provided via the Service; (ii) hereby assume and accept any and all risks of injury, physical harm, or death; (iii) acknowledge and represent that you are physically sound and do not suffer from any illness, impairment, disease or other condition that would prevent you from participating in the fitness classes, performing any exercises, or using any equipment; and (iv) knowingly and voluntarily, on behalf of yourself and your heirs and assigns, forever waive, release, discharge and hold harmless CDAB and its subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, representatives, and each of their respective successors and assigns, individually and collectively, from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence) or

other claims of any nature whatsoever, including, without limitation, any losses for property damage, personal injury, or death, arising out of or relating in any way to your participation in the fitness classes provided via the Service.

10. Professional Advice and Medical Disclaimer

a. THE SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ OR HEARD ON THE SERVICE. DO NOT USE THE SERVICE IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE EXERCISING, YOU SHOULD STOP IMMEDIATELY.

b. NOTHING STATED OR POSTED OR OTHERWISE AVAILABLE THROUGH THE SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND CDAB MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE OR ITS SUITABILITY FOR YOU. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL INFORMATION THAT APPEARS ON THE SERVICE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL. THE USE OF INFORMATION PROVIDED THROUGH THE SERVICE IS SOLELY AT YOUR OWN RISK.

11. Disclaimer of Warranties

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, CDAB DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, 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 CDAB, ITS AFFILIATES OR SERVICE PROVIDERS, CDAB'S CONTENT PROVIDERS AND/OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES NOR THE EMPLOYEES, AGENTS AND/OR CONTRACTORS (COLLECTIVELY, THE "**CDAB PARTIES**") WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SERVICE. CDAB 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 another CDAB Member comes from those individuals, and not from CDAB, and that CDAB, 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, CDAB 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.

12. Limitation of Liability

a. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH CDAB MEMBER 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 CDAB 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 CDAB FOR THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NONE OF THE CDAB PARTIES WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF CDAB OR ITS CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. TO THE FULLEST EXTENT PERMITTED BY LAW, NONE OF THE CDAB 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 OTHER CDAB MEMBER PURSUANT TO THE SERVICE.

c. YOU REPRESENT THAT YOU HAVE INDEPENDENTLY INVESTIGATED THE ADVISABILITY OF USING THE SERVICE AND THE POSSIBLE RISKS INVOLVED IN USING THE SERVICE. YOU AGREE TO MAINTAIN YOUR OWN INSURANCE COVERING SUCH RISKS AND WILL LOOK SOLELY TO SUCH INSURANCE FOR REIMBURSEMENT OF ANY RESULTING DAMAGES.

13. Third Party Disputes

CDAB 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 CDAB MEMBER OR YOUR EMPLOYER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE CDAB (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.

14. Force Majeure

CDAB 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 CDAB's reasonable control, such as strikes, blockade, war, terrorism, riots, natural disasters, epidemic, pandemic, or governmental action, in so far as such an event prevents or delays CDAB in fulfilling its obligations hereunder.

15. Indemnification and Release

a. To the fullest extent permitted by law, you will defend, indemnify and hold CDAB, 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 CDAB 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 CDAB Parties from any and all responsibility or liability for injuries or damages resulting from your use or any other service obtained through the use of the Service, including injuries or damages caused by the negligent act or omission of the Released 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.

16. Additional Service Features

The Service may contain information on products and services provided by third parties, and links (including advertisements) to third party web sites. This information and these products, services, and links are provided only as a convenience to CDAB Members. CDAB does not review or control this information or these products, services, or other web sites, and CDAB 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 CDAB with respect to any third party or its web site or content, or any information, products, or services provided by that third party. CDAB 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.

17. Dispute Resolution

Generally. In the interest of resolving disputes between you and CDAB in the most expedient and cost effective manner, you and CDAB agree that any dispute arising out of or in any way related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, BY ENTERING INTO THESE TERMS, YOU AND CDAB ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION. YOU FURTHER UNDERSTAND THAT THESE DISPUTE RESOLUTION TERMS WILL APPLY TO YOU AND CDAB.

Whether to agree to arbitration is an important business decision. It is your decision to make, and you should not rely solely on the information provided in these Terms as it is not intended to contain a complete explanation of the consequences of arbitration. You should take further steps to conduct research and to consult with others, including, but not limited to, an attorney, regarding the consequences of your decision, just as you would when making any other important business or life decision.

a. Arbitrator. Any arbitration between you and CDAB will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

b. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail within the applicable statute of limitations period (“**Notice**”). CDAB’s address for Notice is: 428 East 75th Street, New York, NY 10021; and its email for Notice is annel@centerfordanceandbody.com.

c. No Class Actions. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, YOU AND CDAB AGREE THAT EACH 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 (OTHER THAN ACTIONS UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE § 2698 ET SEQ. WHICH ARE NOT COVERED BY THIS SECTION 18). Further, unless both you and CDAB agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

d. Enforceability. If the Section entitled “No Class Actions” is found to be unenforceable or if the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 17 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly in Section 19 below will govern any action arising out of or related to these Terms or your use of the Service.

18. Protected Activity Not Prohibited

You should understand that, insofar as permitted by applicable law, nothing in these Terms will in any way limit or prohibit you from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding (“**Protected Activity**”) that may be conducted by any federal, state or local government agency or commission (“**Government Agencies**”). You understand that in connection with such Protected Activity, you are permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, CDAB. Notwithstanding, in making any such disclosures or communications, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute CDAB confidential information to any parties other than the Government Agencies.

19. Governing Law; Choice of Forum

The laws of the State of New York, 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; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any provision of these Terms. 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 Manhattan County, New York and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.

20. Feedback

If You provide any feedback to CDAB concerning the functionality and performance of the Service (including identifying potential errors and improvements), You hereby assign to CDAB all right, title, and interest in and to such feedback, and CDAB is free to use such feedback without payment or restriction.

21. Entire Agreement; Variation

These Terms set forth the entire agreement between CDAB and you with respect to the Service. These Terms supersede and govern all previous oral and written communications regarding these matters, all of which are merged into these Terms. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter these Terms.

22. Severability

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 CDAB 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 CDAB and any attempt to do so will be null and void. However, CDAB may assign or transfer these Terms at any time without your permission.

