

Terms & Conditions

Last Updated: July 25, 2023

Welcome to Natural Pilates TV, Inc. (“**Natural Pilates TV**,” “**NPTV**,” “**we**,” “**us**,” “**our**”). We offer high-quality Pilates videos on all apparatus, expertly guided by our studio’s staff of highly-trained Instructors, who lead Pilates classes and workshops at various levels and durations.

These Terms & Conditions (these “**Terms**”) govern your access to and use of our website (a “**Site**”), our mobile and television applications (each, an “**App**”) as well as use of our services (collectively, with the Sites and Apps, the “**Service**”). “**You**” and “**your**” or similar terms refer to you as a user of the Service.

Please read these Terms carefully. This is a binding agreement. If you use the Service or click accept or agree to this Agreement if presented to you in a user interface for the Service, we will understand this as your acceptance of these Terms and your agreement to all of its terms and conditions. If you are entering into these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that party to these Terms, and in such event and unless otherwise noted, “you” and “your” will refer and apply to that party. **If you do not agree to all of these Terms, you are not authorized to use the Service and you must promptly cease using it.**

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described in Section 21 (*Dispute Resolution*). Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “**Dispute**”), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an “**Excluded Dispute**”), shall be finally resolved by arbitration. **The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitrator or arbitral panel may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force. **Please see Section 21 (*Dispute Resolution*) for more information regarding this arbitration agreement, the effects of this arbitration agreement and how to opt out of the arbitration agreement.**

AS FURTHER DESCRIBED IN SECTIONS 13 AND 14 BELOW, YOU SHOULD CONSULT YOUR PHYSICIAN OR HEALTHCARE PROVIDER BEFORE STARTING ANY 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 ADVICE OR CARE. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY.

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

1. Your Access to the Service

- a. *Internet Access.* When using the Service on your mobile, laptop, desktop, or other device (your “**Device**”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device and (ii) any Internet connection and telecommunications fees and charges that you incur.
- b. *Your Device.* Natural Pilates TV is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including, but not limited to screen display operation features of your Device.
- c. *No Guarantee.* Access to the Service may be suspended temporarily and without notice (i) in the event of system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these Terms, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

2. Permitted Use and Restrictions

- a. *License Grant.* Subject to the terms and conditions of these Terms, Natural Pilates TV hereby grants you a limited, non-exclusive, personal, revocable, non-transferrable, non-sublicensable, and non-assignable license to access and use the Service (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely for use on a Device that you own or control. We reserve all other rights that are not expressly granted in these Terms.
- b. *Use Restrictions.* You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (i) cause, permit or authorize the modification, copy, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Service; (ii) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; or (iii) use the Service for any unlawful, prohibited, abnormal, or unusual activity as determined by Natural Pilates TV in its sole discretion.
- c. *Eligibility.* In order to access and use the Service or register an Account (as defined in Section 4) you must be an individual at least 18 years of age or a duly organized, validly existing business, organization, or other legal entity in good standing under any and all applicable laws and able to enter into legally binding contracts. Individuals under the age of 18 are not permitted to utilize the Service.
- d. *Investigations.* We may, but are not obligated to, monitor, or review our Service at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we

may, at our sole discretion, immediately terminate your license to use the Service pursuant to Section 18 (*Termination*) below.

- e. *Violation of these Terms.* You must not use (or permit a third-party to use) the Service: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used by the Service; (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service; (v) to send, knowingly receive, upload, download, use, or re-use any material which does not comply with these Terms; or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and Natural Pilates TV has no responsibility or liability to you or any other person or entity for any breach by you of these Terms or for the consequences of any such breach.

3. Privacy

- a. These Terms also incorporate the terms of our Privacy Policy (as updated from time-to-time). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy (such as how you can adjust your privacy settings). By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy.

4. Accounts

- a. *Natural Pilates TV Account.* To use certain features of the Service, you may be required to create a Natural Pilates TV account (an "**Account**") and provide us with a username, password, and certain other information about yourself. You are solely responsible for the information associated with your Account and anything that happens related to your Account. You agree to provide true, accurate, current, and complete information as requested by any forms and maintain and update such information to keep it true, accurate, current, and complete.
- b. *Account Security.* Maintaining Account security is very important. You are solely responsible for maintaining the confidentiality of your account passwords. You agree to notify Natural Pilates TV immediately if you become aware of any unauthorized use of your password or your Account.

- c. *Account Sharing or Transfers.* Accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your Account with, or disclose your password to, anyone else.
- d. *Fees.* You agree to pay all applicable fees and taxes incurred by you or anyone using your Account. **YOU ACKNOWLEDGE YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.**
- e. *Account Cancellation.* You may cancel your Account with us at any time in the “My Account” settings.
- f. *Account Cancellation by Us.* Natural Pilates TV may terminate your Account at any time for any reason or no reason, including if: (i) Natural Pilates TV determines that you are (A) in breach of or otherwise acting inconsistently with these Terms or (B) engaging in fraudulent or illegal activities or other conduct that may result in liability to Natural Pilates TV; (ii) Natural Pilates TV determines it is required by law to terminate your Account; or (iii) Natural Pilates TV decides to stop providing the Service or critical portions of the Service. When terminating your Account, Natural Pilates TV may cancel your Account and delete the information in it. You have no ownership rights in your Account.

5. Subscriptions

- a. *Subscriptions.* The Service or some parts of the Service are available only with a paid subscription (a “**Subscription**”). To enroll in a Subscription, you must provide a current, valid, accepted method of payment (“**Payment Method**”).
- b. *Payment Method.* You authorize us to charge any Payment Method associated with your Account in case your primary Payment Method is declined or no longer available to us for payment. You remain responsible for any uncollected amounts. Natural Pilates TV uses authorized third parties for the purpose of processing your transactions and credit card authorizations. By submitting Payment Method details to us or our third-party processors, you grant (or otherwise authorize) Natural Pilates TV the right to store and process your information with such third parties. You agree that Natural Pilates TV will not be responsible for any failures of such third parties to adequately protect your information. If a payment is not successfully settled—for example, due to expiration of a credit card, insufficient funds, or otherwise—we may suspend the Subscription until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees. Check with your Payment Method service provider for details.
- c. *Subscription Fees.* If you enroll in a Subscription, you will be charged the subscription fee, plus any applicable taxes and other charges (the “**Subscription Fee**”) at the beginning of your Subscription and each

Subscription period (e.g., monthly or annually, as specified when you purchase the Subscription) thereafter. Your Subscription will renew automatically at the end of the applicable Subscription period until you cancel. Renewal rates are subject to change, but you will be notified of any change in your rate and be provided with the option to cancel in accordance with these Terms.

WHEN YOU ENROLL IN A SUBSCRIPTION, WE MAY SUBMIT PERIODIC CHARGES WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT TO TERMINATE YOUR AUTHORIZATION OR TO CHANGE YOUR PAYMENT METHOD OR SUBSCRIPTION.

- d. *Subscription Cancellation.* You may cancel your Subscription at any time. To cancel, visit the "My Account" section of your Account. You may also contact us at the contact details in Section 24 (*Contact Information*) below. You will continue to have access to the Service through the end of your billing period.
- e. *Changes to the Subscription or Subscription Fee.* We reserve the right to change Subscriptions or adjust pricing for Subscriptions in any manner and at any time as we may determine in our sole discretion. Except as otherwise expressly provided for in these Terms, any price change or changes to your Subscription will take effect in the next Subscription cycle after notice to you.
- f. *Subscription Refunds.* Subscription Fees are nonrefundable and there are no refunds for partially used Subscription periods. Following any cancellation, however, you will continue to have access to the Subscription portions of the Service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users. The amount and form of such refunds, discounts, or other consideration, and the decision to provide them, are at our sole discretion. The provision of refunds, discounts, or other consideration in one instance does not entitle you to refunds, discounts, or other consideration in the future for similar instances, nor does it obligate us to provide refunds, discounts, or other consideration in the future, under any circumstance.
- g. *Free Trials.* Natural Pilates TV may, in its sole discretion, offer a Subscription with a free trial or for a limited period of time (the "**Free Trial Period**"). To enroll in a Subscription with a Free Trial Period, you may be required to provide a Payment Method. If you decide that you do not want to become a paying user of the Subscription, you have to terminate your Subscription by the end of the Free Trial Period or you Payment Method will be charged the Subscription Fee.

6. Mobile Messaging Terms and Conditions

- a. By agreeing to these Terms or using the Service, you also agree to receive communications from us, including via email, text message (to the extent

permitted by applicable law), calls, push notifications, and browser notifications. Communications from us may include responses to your inquiries, operational communications concerning your Account, requests for feedback, or marketing materials.

- b. If you wish to opt-out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by emailing us at the contact information in Section 24 (*Contact Information*) below.
- c. In addition, Natural Pilates TV offers a mobile messaging program (the "**Program**"), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions (for purposes of this Section 24, the "**Agreement**"). By opting-in to or participating in any of our Program, you accept and agree to these Terms, including, without limitation, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in Section 21 (*Dispute Resolution*) below. This Agreement is limited to the Program and is not intended to modify other Terms or the Privacy Policy that may govern the relationship between you and Natural Pilates TV in other contexts.
- d. *User Opt-In.* The Program allows users to receive SMS/MMS mobile messages by affirmatively opting into the Program, such as through online or application-based enrollment forms. Regardless of the opt-in method you utilized to join the Program, you agree that this Agreement applies to your participation in the Program and you acknowledge and agree that your information may be shared with third-party service providers who help us administer the Program. By participating in the Program, you agree to receive auto-dialed or prerecorded marketing mobile messages at the phone number associated with your opt-in. While you consent to receive messages sent using an auto-dialer, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system ("ATDS" or "auto-dialer").
- e. *User Opt-Out.* If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP to any mobile message from Natural Pilates TV in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting-out. You also understand and agree that any other method of opting-out, including, but not limited to, texting words other than the word STOP or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting-out.
- f. *Duty to Notify and Indemnify.* If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the

phone number to another party, you agree that you will complete the User Opt-Out process set forth above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms. You further agree that, if you discontinue the use of your mobile telephone number without notifying Natural Pilates TV of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Natural Pilates TV, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and Agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

- g. *Program Description.* Without limiting the scope of the Program, users that opt-in to the Program can expect to receive messages concerning the marketing and sale of products, services, and events.
- h. *Cost and Frequency.* Message and data rates may apply. The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with Natural Pilates TV.
- i. *MMS Disclosure.* The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.
- j. *Our Disclaimer of Warranty.* The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Natural Pilates TV's control.
- k. *Participant Requirements.* You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your device capabilities for specific text messaging instructions.

7. Submitted Content

- a. Natural Pilates TV is not the source of, does not verify or endorse, and takes no responsibility for the content of communications or any material

submitted or made available through the Service via any function that allows a user to message, post, or share content, including social media content that you allow us to repost on our social media profiles (the “**Submitted Content**”). Submitted Content is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent, or otherwise objectionable. Submitted Content may be protected by intellectual property rights owned by third parties. You are responsible for the content you choose to communicate and access using the Service. In particular, you are responsible for ensuring that you do not submit material that (i) is protected by copyright, contains trade secrets or otherwise is subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner; (ii) is false or is a misrepresentation; (iii) is offensive, unlawful, harmful to minors, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; or (iv) impersonates another person. Natural Pilates TV may in its sole discretion block, prevent delivery of, or otherwise remove the content of communications as part of its effort to protect the Service or its users, or otherwise enforce these Terms. Further, Natural Pilates TV may in its sole discretion remove such content and terminate your Account if you submit any content that is in breach of these Terms.

- b. Natural Pilates TV does not claim ownership of any of your Submitted Content. With respect to all of your Submitted Content, you grant Natural Pilates TV a perpetual, irrevocable, non-terminable, transferable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive, and transferable license to use, reproduce, distribute, prepare derivative works of, display, modify, copy and perform the Submitted Content or any part of the Submitted Content in connection with the Service and Natural Pilates TV’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each user of the Service a non-exclusive license to access your Submitted Content through the Service while the Submitted Content is made available through the Service. You hereby represent, warrant, and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music, or video) to which you do not have the full right to grant the license specified in this Section 7 (*Submitted Content*).
- c. You acknowledge and agree that: (i) by using the Service, you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Natural Pilates TV has no responsibility to you or any third party for any Submitted Content that you create, submit, post or publish on or through the Service; (iii)

Natural Pilates TV does not guarantee any confidentiality with respect to your Submitted Content; and (iv) Natural Pilates TV is not responsible for any Submitted Content provided by third parties that you may have access to through your use of the Service and all Submitted Content is the responsibility of the person from whom such Submitted Content originated. You acknowledge and agree that (y) Natural Pilates TV has no control over and is not responsible for the use of Submitted Content by its users, including any user that has downloaded Submitted Content to a personal device; and (z) Natural Pilates TV may not be able to remove Submitted Content that is downloaded onto a user's device. Natural Pilates TV does not endorse any Submitted Content, or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Content.

- d. You acknowledge that Natural Pilates TV has the right to pre-screen your Submitted Content but has no obligation to do so. At Natural Pilates TV's sole discretion, any Submitted Content may be included in the Service in whole or in part in modified form. In addition, Natural Pilates TV and its designees shall have the right, but not the obligation, in their sole discretion, to refuse or remove any Submitted Content that is available via the Service that violates these Terms or is otherwise objectionable including, but not limited to, being unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or violating any party's intellectual property.
- e. You acknowledge that your Submitted Content is your sole responsibility. You agree that, under no circumstances, will Natural Pilates TV be liable in any way for any Submitted Content, including, but not limited to, any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Content transmitted or otherwise made available via the Service.

8. DMCA Notice

- a. Natural Pilates TV has adopted a policy that provides for the suspension and/or termination of any user who is found to have infringed on the rights of Natural Pilates TV or of a third party, or otherwise violated any intellectual property laws or regulations. Natural Pilates TV's policy is to investigate any allegations of copyright infringement brought to its attention.
- b. *Take-Down Notice.* If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Natural Pilates TV to delete, edit, or disable the material in question, you must provide Natural Pilates TV with all of the following information (as required by the Digital Millennium Copyright Act (DMCA)) to our designated copyright agent set forth below:

- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- Identification of the copyrighted work (or works) claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Natural Pilates TV to locate the material (providing URLs in the content of an email is the best way to help us locate content quickly);
- Information reasonably sufficient to permit Natural Pilates TV to contact you, including your address, telephone number, and e-mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, or your agent, or the law;
- A statement made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

See 17 U.S.C 512(c)(3) for further information.

For this notification to be effective, you must provide it by email to info@naturalpilatestv.com. You can also mail your DMCA request to:

Attn: Laura Wilson
Natural Pilates TV, Inc.
9869 Santa Monica Blvd.
Beverly Hills, CA 90212

Mailing DMCA notices may delay the processing of your request. Only copyright complaints should be sent to the Designated Copyright Agent. No other communications will be accepted or responded to.

If you fail to comply with all of the requirements above, your DMCA notice may not be valid and may not be acknowledged. Once proper notice is received by the Designated Copyright Agent, it is Natural Pilates TV's policy to investigate the claim and notify the alleged infringer of your claim. If we determine that you have raised a legitimate copyright claim, we will remove or disable access to the infringing material and notify the content provider, member, or user that we have removed or disabled access to the material. In addition, repeat offenders will have the infringing material removed from the system and Natural Pilates TV will terminate such content provider's, member's, or user's access to the Service.

- c. *Counter-Notice*. If you believe that the material that was removed or to which access has been disabled is either not infringing, or you believe that you have the right to post and use such material from the copyright owner, the copyright

owner's agent, or pursuant to the law, you must send a counter-notice containing the following information to the Designated Copyright Agent:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, and telephone number; and
- A statement that you consent to the jurisdiction of federal district court in the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which you may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

If a counter-notice is received by the Designated Copyright Agent, Natural Pilates TV may send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Natural Pilates TV's discretion.

9. Submissions

- a. We welcome feedback from our users and appreciate your comments regarding our Service. However, our company policy does not permit us to accept or consider ideas, suggestions, proposals, or materials ("**Submissions**") that we have not specifically requested. This policy is intended to help us and our customers avoid future misunderstandings when new products or services developed internally by our employees might be similar or even identical to a customer's idea.
- b. If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such

Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

10. Intellectual Property Rights

- a. *Trademarks.* The Natural Pilates name and logo are trademarks and service marks of Natural Pilates. You do not have the right to use any of our trademarks, service marks or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.
- b. *Ownership.* Except for your Submitted Content, you acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, "look and feel," trade dress, structure, organization, code, and all content in the Service and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of Natural Pilates TV, and are protected by intellectual property laws. Except for your Submitted Content, you acknowledge and agree that Natural Pilates TV, and/or its licensors, own all right, title, and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international intellectual property laws. Further, you acknowledge that the Service may contain information that Natural Pilates TV has designated as confidential and you agree not to disclose such information without Natural Pilates TV's prior written consent. Nothing posted on the Service grants a license to any Natural Pilates TV's trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Service is proprietary information protected by intellectual property laws unless otherwise noted and may not be used except with the written permission of Natural Pilates TV. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

11. Third-Party Sites and Services

- a. The Service may contain links to or allow you to share content directly with other third-party websites, including links in other users' profiles to social media or other websites ("**Third-Party Sites**"). You acknowledge that we have no control over the Third-Party Sites and are not responsible for their contents and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

- b. These links are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites, the content, or other material contained in the Third-Party Sites and we have no association with their operators. Your use of the Third-Party Sites will be governed by their terms and conditions and privacy policies (if any) ("**Third-Party Terms**"). It is your responsibility to read and comply with Third-Party Terms.

12. Notice for California Residents Pursuant to California Civil Code Section 1789.3

- a. Under California Civil Code Section 1789.3, California consumers of an electronic commercial service receive the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd. Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

13. Fitness Activity Waiver

- a. You acknowledge that participation in workouts, exercises, or other training through the Service ("**Fitness Activities**") requires physical exertion. You accept full responsibility over the location where you engage in Fitness Activities. You acknowledge that we have no control over the location of the Fitness Activities, and that the location of participation in Fitness Activities involves additional risks, including, but not limited to, those caused by facilities, equipment, temperature, environment, lack of hydration, and actions of other people.
- b. By participating in Fitness Activities, you affirm that either (i) all of the following statements are true: (A) no physician or healthcare provider 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 or healthcare provider 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 or healthcare provider has specifically approved of your participation in Fitness Activities. You further affirm that (iii) you are not pregnant, breastfeeding, or lactating; or (iv) your physician or healthcare provider has specifically approved your participation in Fitness Activities. We reserve the right to refuse or cancel your membership if we determine that you have certain medical conditions or that the representations set forth in this paragraph are untrue in any respect.

- c. BY PARTICIPATING IN FITNESS ACTIVITIES, YOU (i) ACKNOWLEDGE AND AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN FITNESS ACTIVITIES; (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 FITNESS ACTIVITIES, PERFORM ANY EXERCISE, OR USE ANY EQUIPMENT; AND (iv) KNOWINGLY AND VOLUNTARILY, ON BEHALF OF YOURSELF AND YOUR HEIRS AND ASSIGNS, FOREVER WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS NATURAL PILATES TV AND ITS 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 FITNESS ACTIVITIES.

14. Safety 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 OR HEALTHCARE PROVIDER 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 HEALTHCARE PROFESSIONAL. DO NOT USE THE SERVICE OR PARTICIPATE IN FITNESS ACTIVITIES IF YOUR PHYSICIAN OR HEALTHCARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE ANY PAIN, DIFFICULTY, FAINTNESS, DIZZINESS, ILLNESS, DISCOMFORT, OR SHORTNESS OF BREATH, YOU SHOULD STOP IMMEDIATELY AND CONSULT YOUR PHYSICIAN OR SEEK EMERGENCY MEDICAL ATTENTION 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 CARE. THE SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND WE MAKE 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 AND FITNESS 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.

15. Indemnity

- a. You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees and agents (the "**Indemnified Parties**") harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (i) your use of the Service; (ii) your breach or violation of any of these Terms; or (iii) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

16. Warranty Disclaimer

- a. WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICE. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Service is accurate, complete, or up to date.
- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY APPLY TO THE SERVICE WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE AND ALL INFORMATION AND CONTENT INCLUDED ON THE SERVICE.
- c. No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.
- d. Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

17. Limitation of Liability

- a. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF NATURAL PILATES TV, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Your sole remedy for dissatisfaction with the Service including, without limitation, content offered on the Service, is to stop using the Service. Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links on the Service, as well as by reason of any information or advice received through or advertised in connection with the Service or any links on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service.
- c. In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, the greater of: (i) the total amount paid for goods and/or services purchased through the Service in the preceding 30 days, or (ii) One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one year after such claim or cause of action arises or be forever barred.
- d. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, NATURAL PILATES TV'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON NATURAL PILATES TV'S CHOICE OF LAW PROVISION SET FORTH BELOW.
- e. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING

PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

18. Termination

- a. We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (i) you commit any breach of these Terms, (ii) we discontinue the Service, or (iii) we are prevented from providing the Service for any reason.
- b. Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control.
- c. On termination of these Terms for any reason: (i) all rights granted to you under these Terms will cease immediately, (ii) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (iii) you acknowledge that we may restrict your access to the Service. Sections 3, 6(f), 7(b), 10, and 15–22 will survive any termination or expiration of these Terms.

19. Communication Between Us

- a. If you wish to contact us in writing, or if any condition in these Terms require you to give us notice in writing, you can send this to us as indicated in Section 24 (*Contact Information*) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

20. Governing Law

- a. These Terms and any matter arising out of or relating to these Terms, and any claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of California in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles (whether of the State of California or any other jurisdiction). You and Natural Pilates TV agree that, except as otherwise provided below, the state and federal courts located in the County and City of Los Angeles, California will have exclusive jurisdiction of all disputes arising out of or related to these Terms or your use of the Service and agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Natural Pilates TV shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

21. Dispute Resolution

- a. *Concerns.* Most concerns can be resolved quickly by contacting us at the contact details in Section 24 (*Contact Information*) below.
- b. *Arbitration Procedures.* In the event your concern cannot be resolved informally, you and Natural Pilates TV agree that, except as provided in Section 21(e) below, all Disputes, (each a "**Claim**"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "**JAMS Rules**") and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 21 and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth in Section 21(e) below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and Natural Pilates TV will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given, and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (i) you and Natural Pilates TV may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

- c. *Location.* The arbitration will take place in the County and City of Los Angeles, California unless the parties agree to video, phone, or internet connection appearances.
- d. *Limitations.* You and Natural Pilates TV agree that any arbitration shall be limited to the Claim between Natural Pilates TV and you individually. YOU AND NATURAL PILATES TV AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE

CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

- e. *Exceptions to Arbitration.* You and Natural Pilates TV agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.
- f. *Opt-out.* You can opt out of this arbitration provision within 30 days of the date that you first agreed to any version of these Terms. To opt out, you must send your name, residence address, and email address used for your Account, and a clear statement that you want to opt out of this arbitration provision, and you must send them there: arbitration@timeshiftmedia.com. If you opt out, all other parts of these Terms will continue to apply to you.
- g. *Arbitration Fees.* If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.
- h. *Severability.* You and Natural Pilates TV agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 21(e)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 21(e) is found to be illegal or unenforceable then neither you nor Natural Pilates TV will elect to arbitrate any Claim falling within that portion of Section 21(e) found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the County and City of Los Angeles, California, United States of America, and you and Natural Pilates TV agree to submit to the personal jurisdiction of that court.

22. Other Important Terms

- a. *Assignment.* The rights granted to you under these Terms may not be assigned without Natural Pilates TV's prior written consent, and any attempted unauthorized assignment by you shall be null and void.
- b. *Severability.* Except as otherwise provided in Section 21(h), if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.
- c. *Attorneys' Fees.* In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 21(g), the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

- d. *No Waiver.* Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Natural Pilates TV of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.
- e. *Equitable Remedies.* You acknowledge and agree that Natural Pilates TV would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.
- f. *Entire Agreement.* These Terms, including the documents referenced in these Terms, constitutes the entire agreement between you and Natural Pilates TV with respect to the Service and supersedes any and all prior agreements between you and Natural Pilates TV relating to the Service.
- g. *Transfer.* We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

23. Changes to These Terms

- a. We reserve the right, at our sole discretion, to amend these Terms at any time. In the event of a material change to these Terms and where required by applicable law, we will provide a conspicuous message informing you of the change through the Service, via an email address associated with your Account, or other communication method(s) that we deem reasonable. We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice.

24. Contact Information

- a. If you have any questions or comments relating to the Service or these Terms, please contact us at info@naturalpilatestv.com. You can also contact us by mail at:

Natural Pilates TV
9869 Santa Monica Boulevard
Beverly Hills, California 90212