



## YogaCrossroads™ Yoga Studio Terms and Conditions of Use Effective as of: 7/1/15

YogaCrossroads™ Yoga Studio (the "Company") maintains the Website located at <http://www.YogaCrossroads.com> (the "Website"). By using the Website, you accept and agree to be bound by all of the following Terms and Conditions.

### **Ownership of Content**

As between you and the Company, Company owns, solely and exclusively, all right, title and interest in and to the Website and all content including audio, photographs, illustrations, graphics, video, software, data and materials thereon (collectively, the "Content"), the look and feel of the Website, the compilation of the Content on the Website, and any intellectual property rights therein. Your use of the Website does not grant you ownership of any Content you may access on this Website.

You may download the Content displayed on the Website for your non-commercial use only. You may not remove or alter any intellectual property legends or notices contained on the Content. You may not distribute, modify, transmit, reuse, repost, or make derivative works using any of the Content for commercial purposes.

### **Submission of Content**

Users who provide content to Company for the Website are granting Company a non-exclusive, perpetual, worldwide, irrevocable license to use such content. In most cases, Company will only use this content on its Website, but Company reserves the right to use this content in other ways, such as using it to make derivative works which may be commercially exploited by the Company. You agree that Company may use your content for these purposes without making any payments to you. If you are not willing to grant Company these rights, please do not contribute content to our Website.

Please make sure that any content you contribute does not infringe on the intellectual property rights of any third party. For example, if you upload a drawing or a photo, please make sure that you are the creator of the work. Do not contribute content to which you don't own the rights.

### **Trademarks**

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Website or on Content are registered or unregistered Trademarks of the Company and others and may not be used unless authorized by the trademark owner. Nothing contained on the Website should be construed as granting any license or right to use any Trademark without our written permission or that of the trademark owner. Your misuse of any Trademark is strictly prohibited.

### **Disclaimer of Warranties, Limitation of Liability and Indemnification**

All Content and other materials on the Website are provided "as is" without a warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The Company assumes no responsibility for damage to your computer or other property resulting from your use of the Website. You understand and agree that any downloading or obtaining of Content and other materials through the Website is done at your own risk. In addition, we disclaim any and all responsibility or liability for the accuracy, reliability, and legality of Content and other materials found on the Website.

IN NO EVENT SHALL COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR THE CONTENT.

### **Links**

Some pages on the Website include links to other websites. The Company has not reviewed any of these websites and is not responsible for the content of these websites. The Company provides these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Company.

### **Termination of Access**

Company may terminate or suspend your access to all or part of the Website, without notice, in its sole discretion. Such termination or suspension may occur for any conduct that Company believes is a violation of these Terms and Conditions, is in violation of any applicable law, or is harmful to the interests of Company and its users.

## **Indemnity**

You agree to defend, indemnify and hold Company and its officers, employees, independent contractors and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Website, your placement or transmission of any content or other materials through the Website, or your breach or violation of the law or of these Terms and Conditions. The Company reserves the right, at its 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 Company's defense of such claim.

## **Changes to the Terms and Conditions**

Company may at any time revise these Terms and Conditions by updating this posting and changing the effective date indicated above. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

## **Privacy Policy**

Information provided by users to the Company is governed by the Company's privacy policy. By using the Website, you signify your acceptance of this Privacy Policy. We encourage you to read the privacy policy at your convenience. Click here for the link to our privacy policy:

## **Governing Law**

Any legal action brought against the Company shall be governed by the laws of the State of New Mexico without regard to its conflicts-of-law rules. Any claim asserted against the Company shall be heard and determined in the federal or state courts located in New Mexico. Users of the Website agree not to commence any litigation relating to the use of any of the Website, except in courts located in New Mexico.

## **Contact Information**

To contact Company please email us at: [info@YogaCrossroads.com](mailto:info@YogaCrossroads.com). By using the Website, you agree to receive electronic communications from the Company, whether addressed to the e-mail address associated with your account or posted on the Website.

End of Terms and Conditions of Use Document