

## TERMS OF USE FOR QuinnEssentials Wellness Solutions, LLC

Last Updated: 8/5/2021

Please read these Terms of Use carefully before purchasing, accessing or using any of our Programs, Classes, Products and Services.

### **TERMS OF USE**

By purchasing any of our Programs, Classes, Products and Services ("Materials") from **QuinnEssentials Wellness Solutions, LLC** ("Company", "we", or "us"), you agree and consent to the following legal terms and conditions that govern your use of the Program and that form a legal agreement between you and the Company, its affiliated subsidiaries and related entities. The term "you" refers to any purchaser and/or user of any of our Programs, Classes, Products and/or Services.

By using any of our Programs, Classes, Products and Services you are agreeing to the Terms of Use as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Classes, Products and Services.

### **CHANGES TO TERMS OF USE**

We reserve the right to amend or update these Terms of Use at any time with or without notice to you, and may also add new features or functionality to, or change or remove existing features or functionality from, the Service that will be subject to the Terms of Use. Any User who continues to use the Service after any changes are made will be deemed to have agreed to those changes. By accepting these Terms of Use, you acknowledge that you have read them carefully.

### **ARBITRATION NOTICE**

These Terms of Use require that dispute between you and Company will be resolved by binding, individual arbitration on an individual basis, rather than jury trial, and limit the remedies available to you in the event of a dispute. You understand that you waive your right to participate in a class action lawsuit or class-wide-arbitration and that you are waiving certain other legal rights and you are voluntarily agreeing to do so.

### **USE AND CONSENT**

By purchasing or using any of our Programs, Classes, Products and Services, you acknowledge and agree to abide by these Terms of Use as well as our Disclaimer, Terms and Conditions and Privacy Policy (**LINK EACH OF THESE DOCUMENTS- DISCLAIMER, T&C AND PP HERE**), and any and all other Terms and Conditions that may apply. Accessing, purchasing, viewing, or using our Programs, Classes, Products or Services constitutes use of the Product, Classes Program or Service.

All of our Programs, Classes, Products and Services and Program Materials are intended solely for users who are eighteen (18) years of age or older. Any registration by, use of or access to any Programs, Classes, Products and Services or Program Materials by anyone

under age 18 is unauthorized, unlicensed and in violation of these Terms of Use. By accessing or using our Programs, Classes, Products, or Services or our Program Materials, you represent and warrant that you are at least 18 years old.

You are responsible for making all arrangements necessary for you to have access to our Programs, Classes, Products and Services and ensuring that all person who access such through your internet connection are aware of these Terms of Use and are at least 18 years old.

### **INTELLECTUAL PROPERTY RIGHTS**

Our Programs, Classes, Products, Services, and Program Materials derived from, are the property of Company and/or our affiliates or licensors, and are protected by US Patent and Trademark laws, copyright laws and other intellectual property laws. When you use a Programs, Classes, Products or Services you are agreeing that you are clearly and expressly prohibited from copying, sharing or otherwise using the Program Materials in whole or in part.

As a Licensee of our Programs, Classes, Products and Services, you understand and acknowledge that all materials have been created, curated and developed by Company using significant time, effort, expenses and investment and that as such, all material is a valuable and unique asset belonging to Company and shall not be used in an improper or unauthorized manner. You will not use our Programs, Classes, Products, Services or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.

By enrolling in, purchasing or engaging our Programs, Classes, Products and Services, you specifically acknowledge and agree that you are expressly prohibit from the following:

- You shall not engage in improper and/or unauthorized use of our Programs, Classes, Products or Services, which includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or any other electronic means) any materials or any other information accessed or purchased through our Programs, Classes, Products or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.
- You shall not participate in the following:
  - Copying, sharing, adapting, stealing, duplicating, sharing, trading, reprinting, republishing, selling, distributing, modifying, reproducing, uploading, posting, transmitting, translating, or creating derivative works related to our Programs, Classes, Products or Services.
  - Representing yourself out to be the creator of our Programs, Classes, Products or Services in whole or in part.
  - Engage in any activity using our Programs, Classes, Products and Services for your personal use, in a business/commercial use or in any way that earns you money.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Classes, Products, Services or Program Materials as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law. You further agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

Any trademarks, taglines, and logos displayed on Program Materials are trademarks belonging to us. All trademarks reproduced in this Website, which are not the property of, or licensed to us, are acknowledged on the Website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein.

For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Programs, Classes, Products or Services titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason without our express written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

### **WORK PRODUCT**

We agree that you hold all intellectual property rights in any of the work products you produce as a result from participating in our Programs, Classes, Products and Services including but not limited to copyright and trademark rights. We agree not to hold any claims towards any work product derived from your participation in any Products, Programs and Services.

### **OUR LIMITED LICENSE TO YOU**

Our Programs, Classes, Products and Services are protected by copyright, trademark, and other intellectual property laws, and the content in such is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Program Materials or any other material or aspects of Materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of Use.

By purchasing, downloading or accessing our Programs, Classes, Products, Services and Program Materials, you are being granted a limited license and as such are considered to be a Licensee. As a Licensee, you are granted the expressed permission to download, print and participate in any of our Programs, Classes, Products or Services for your personal use and are expressly prohibited from sharing the Programs, Classes, Products, Services or materials with friends, family, colleagues, etc.

### **YOUR LICENSE TO US**

By posting or submitting any material on or through our Programs, Classes, Products, Services or Program Materials, such as comments, posts, photos, images or videos or

other contributions, you are representing that you are the owner of all such materials and you are at least 18 years old.

By submitting or posting any comments, photographs, images, videos, audio recordings or any other submissions for use on or through our Website, you are. Granting to us, and anyone authorized by us, consent to make it part of our current or future Website, Programs, Classes, Products, Services and/or Program Materials. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You may, however, at any time, ask us to delete this information. The voluntary submission of such information grants to us, and anyone authorized by us, consent to identify you as the author of any such comments, photographs, posts, images, video or audio recordings by name, email address, avatar or user/screen name.

You also grant to use, any anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, modify, transmit, sell, distribute, and/or publicly display such comments, photographs, images, videos, audio recordings or any other submissions in whole or in part, in any manner or medium.

#### **COMPANY HYPERLINK**

You may use a hyperlink to our website or content so long as the link does not state, imply or otherwise suggest any sponsorship, endorsement by, or ownership by in our Website or content and does not state or imply that we are have sponsored, endorsed or have ownership rights in your website. Furthermore, you may not frame or inline link our Content without our written permission.

#### **LINKS TO OTHER WEBSITES**

From time to time, we may provide links to other websites maintained by third parties. These links are provided for your convenience and the inclusion or suggestion to use these links does not imply our endorsement, sponsorship or approval of that website by the Company. Company does not endorse, sponsor nor are we responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. We assume no responsibility for errors or omissions caused by other websites that may be included our Programs, Classes, Products and Services. We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

#### **MEDIA RELEASE**

Participation in, viewing and using our Programs, Classes, Products, Services and Program Materials, including our Facebook community, implies consent to view your photographs, audio recordings, video recording and images with others in the Facebook community and you acknowledge that these photographs, audio recordings, video recording and images may be used in connection with marketing materials, promotional efforts or

current or future Programs, Classes, Products or Services, without compensation to you at any time, now or at any time in the future.

### **REQUEST FOR PERMISSION TO USE CONTENT**

Any request for written permission to use our Programs, Classes, Products, Services or Program Materials, in whole or in part, or any other intellectual property or property belonging to us ("Content"), should be made BEFORE you wish to use it by sending an e-mail to **info@quinnessentialswellness.com**

The email should clearly state the following:

- Your intent to use our Programs, Classes, Products or Services, in whole or in part, and the specific name of the Programs, Classes, Products, Services or Program Material you wish to use;
- The specific manner in which you wish to use the Programs, Classes, Products, Services or Program Materials

Should you be granted permission by Company to use the requested Programs, Classes, Products, Services or Program Materials, you agree to use the Content **only** in the manner in which Company give specific written permission to do so.

If you use the Content in ways that are not specifically granted to you by Company's expressed written permission, you agree that Company shall have all remedies available to us under the law as if you had copied, duplicated and/or stolen such Content in direction violation of Intellectual Property and ownership rights as well as a direct violation of these Terms of Use.

### **CONFIDENTIAL INFORMATION**

To use our Programs, Classes, Products and Services we may seek Confidential Information, or you may offer or provide a comment, photograph, image, video, audio recording, e-mail address, phone number, street address, billing information, birthday, preferences, interest, assignments or any other personally-identifying information ("Confidential Information") by submission to us. By providing such Confidential Information, you expressly grant to Company permission to use and store such information. In turn, we will use our best efforts to maintain your confidential information in a safe, secure and confidential manner in accordance with these Terms of Use and our Privacy Policy. If you believe that any of your Confidential Information is incorrect or incomplete, please contact the Company as soon as possible so that we may correct any and all incorrect information.

All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information as follows:

1. Pursuant to the terms in this Terms of Use and Privacy Policy and our Disclaimer;
2. If we are required to do so by law;
3. In the good-faith belief that such action is necessary to conform to the law;
4. To comply with any legal process served on either us or our partners, sponsors, investors, or affiliates;

5. To protect and defend our rights or property or those of our users or purchasers, and/or;
6. To act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public.

We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

### **WHAT COMPANY DOES WITH CONFIDENTIAL INFORMATION**

Company requests and requires various personal data and/or Confidential Information through registration of, purchase of, use and viewing of our Programs, Classes, Products, Services and Program Materials as well as directly requested information from our consumers.

Company acknowledges that we may use such data and Confidential Information for the following:

1. Internal billing and/or record keeping (such as tracking of income, users, followers, social media or otherwise, etc);
2. To improve, promote and/or customize our current and/or future Programs, Classes, Products, Services and Program Materials or special offers and promotions;
3. Data for research purposes;
4. All data and Confidential Information is stored in a data management system which can only be accessed by Company or its representatives, staff, affiliates, or those who would help manage such information by direction and control of Company.

If at any point, you wish not to receive any promotional materials associated with our Programs, Classes, Products, Services or Program Materials, you may send an email to **QuinnEssentials Wellness Solutions, LLC** to unsubscribe and be removed from our email list.

### **VIEWING CONFIDENTIAL INFORMATION BY OTHERS**

By agreeing to these Terms of Use, you understand and acknowledge that whenever you make your Confidential Information, data or any such other information available for viewing by others, such Confidential Information, data or any such other information may also be seen, heard, collected and used by others and therefore Company does not assume responsibility for any unauthorized use by others that you voluntarily share online or in any other manner.

### **HOW WE USE COOKIES**

Company uses "cookies" in the manner of the standard feature of major web browsers. Company does not set any Confidential Information in cookies, nor do we employ any data-capture mechanisms on our Website other than cookies. Should you choose to disable cookies through your web browser settings, you may disable certain features in our Products, Programs, Services and Program Materials.

## **FACEBOOK GROUPS**

Certain Programs, Classes, Products and Services offered by Company come with a private Facebook Group. These Terms apply to the Facebook Group. Furthermore, you understand that Facebook is a public platform and therefore, we cannot guarantee your privacy for things that you voluntarily share in the group as other members will also see what is posted.

## **PRIVACY**

Please review our full Privacy Policy (**LINK PP HERE**) for how we use and handle all of your information as well as your rights to such information.

## **PASSWORDS**

In order to use certain Programs, Classes, Products and Services, or certain features of, you may be issued or asked to create a username and password of your choosing. You are responsible for maintaining the confidentiality of the username and password and are responsible for all activities that occur while using your username, password or account, and to protect your own password from disclosure to others. Company does not permit you to share your username and/or password and we reserve the right to immediately terminate your access to the Programs, Classes, Products, Services, Program Materials, Website, private forum, Facebook group or any other related communications. Company is not liable for any loss or damage arising from your failure to protect your password or account information. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify Company immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Classes, Products and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately deactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

## **SECURITY**

By applying for, enrolling in, purchasing, accessing or using our Programs, Classes, Products, Services or Program Materials, Company may request and collect personal data including but not limited to your name, email address, telephone number, billing information, address, credit card/debit card/bank account information, demographic information, preferences, interests or other personally identifying information ("Confidential Information"). Providing such Confidential Information grants us permission to use and store such Confidential Information in accordance to our Privacy Policy and Terms and Conditions (**INSERT LINK TO PP AND T&C HERE**).

Company has security measures in place to prevent the loss, misuse, and alteration of any and all information that is obtained from you. However, Company makes no assurances about our ability to prevent such loss, misuse to you or any third party arising out of any such loss, misuse or alternation. Company will use our best efforts to keep your

Confidential Information safe, secure and confidential. Due to the nature of the internet, Company cannot completely ensure nor warrant the security of your Confidential Information or any other data or information transmitted to us. Therefore, submitting Confidential Information is done at your own risk.

### **ASSUMPTION OF RISK & DISCLAIMER**

As a Licensee, you agree that using our Programs, Classes, Products, Services and Program Materials are done at your own risk and acknowledge that these Programs, Classes, Products, Services and Program Materials are for informational and educational purposes only. You assume all risks. Company makes no guarantees related to income, success, increased revenue or projected sales, increase in amount of customers, success of personal yoga studio, employment, enrollment into any future yoga programs, social media engagement, social media following, in any way related to the use of these Products, Classes, Programs, Services and Program Materials. in any way related to the use of these Products, Classes Programs, Services and Program Materials. Our Products, Classes, Programs, Services and Program Materials are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Products, Classes, Programs, Services and Program Materials.

We take every precaution to protect our Products, Classes, Programs, Services and Program Materials, however, we cannot completely ensure or warrant the security of our Products, Classes, Programs, Services and Program Materials. Company makes no assurances about the ability to prevent any loss or damage to you, or any other person, company or entity arising out of the use of our Products, Classes, Programs, Services and Program Materials and you agree and acknowledge to assume the risk in using our Products, Classes, Programs, Services and Program Materials. You assume and accept the risk of not achieving any results (or less than desirable results) from participating in Company's Products, Classes, Programs, Services or Program Materials.

Company expressly excludes any and all liability for direct, indirect or consequential loss or damage incurred by you or others by using or in connection to our Products, Classes, Programs, Services and Program Materials, to the fullest extent of the law, including but not limited to any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

You specifically acknowledge and agree that Company is not liable for any defamatory, offensive or illegal conduct of any other Products, Classes, Programs, Services or Program Materials participant or user, including you.

### **WAIVER AND RELEASE OF LIABILITY**

I acknowledge that the Activities, Classes, Programs and certain Services require physical exertion and that I am physically and mentally fit to participate in such Activities. I further



acknowledge that the Activities may be potentially hazardous and/or cause injury. I further agree that I am solely responsible for my emotional wellbeing both during and after each class or event. If I am under the care of a medical doctor and/or mental health professional, I represent and warrant that I have made members of my care team aware of my intended participation in the Activities and they have approved of the same. I further represent and warrant that, I will adhere to my prescribed medication plan, if any. I further understand and acknowledge that it is my sole responsibility to consult with a physical or other health care provider prior to participating in such Activities.

I represent and warrant that I am physically well and am suffering from no medical problems, conditions, impairments, diseases, or any other illness that would prevent my participation or increase my risk of injury and/or illness as a result of partaking in the Activities offered by **QuinnEssentials Wellness Solutions, LLC**

In consideration for permitting me to engage in activities at **QuinnEssentials Wellness Solutions, LLC**, I agree for myself, my representatives, administrators, executors, heirs and assigns as follows:

- (i) At the beginning of each Class, it is my sole responsibility to inform any instructor(s) of any injury or physical limitation, and to immediately inform any instructor(s) should any injury occur during class.
- (ii) I understand that physical adjustments may be made during class and I agree and acknowledge that it is my sole responsibility to refuse any adjustments and that an injury could occur by performing these adjustments and recommendations.
- (iii) I understand and agree that it is my sole responsibility to inform the instructor(s) should an adjustment become uncomfortable and/or is causing pain.

I understand and acknowledge that the class(es) and activities are expressly not for the purpose of diagnosing, treating, mitigating, preventing or curing any mental or physical health condition.

### **MEDICAL DISCLAIMER**

Company's Products, Classes, Programs, Services and Program Materials are not, and in no way should, be perceived as or relied upon in any way as medical or mental health advice. The information contained in our Products, Classes, Programs, Services and Program Materials are not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read in our Products, Classes, Programs, Services and Program Materials, or received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

### **LEGAL AND FINANCIAL DISCLAIMER**

Company's Products, Classes, Programs, Services and Program Materials are not to be perceived or relied upon in any way as business, financial or legal advice. The information provided through our Products, Programs, Services and Program Materials is not intended to be a substitute for professional advice that can be provided by your own accountant, CPA, lawyer, or financial advisor. We are not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that we are not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Products, Classes, Programs, Services and Program Materials. You are solely responsible for your results.

### **EARNINGS DISCLAIMER**

As a Licensee, you accept and understand that each individual receives results which differ from Licensee to Licensee and that Company expressly disclaims all responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Programs, Classes, Products, Services or Program Materials. You agree that your results are strictly your own and we are not liable or responsible in any way for your results. Company does not and does not make any representations as to health physical, mental, emotional, spiritual or health benefits, future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in any of our Products, Classes, Programs, Services and Program Materials. Company does not make any guarantees in terms of particular results, positive, negative, financial or otherwise, through the use of our Products, Classes, Programs, Services or Program Materials.

### **WARRANTIES DISCLAIMER**

Company makes no warranties as to our Products, Classes, Programs, Services and Program Materials. You expressly agree and acknowledge that our Products, Classes, Programs, Services and Program Materials are provided "as is" and without warranties of any kind expressed or implied. Pursuant to all applicable law, Company disclaims all warranties, express or implied, to the fullest extent of the law, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, we do not warrant that our Products, Classes, Programs, Services and Program Materials will be correct, uninterrupted, function, appropriate or error-free, that defects will be corrected, or that any part of the website, content, link, materials or otherwise will be free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Products, Classes, Programs, Services and Program Materials or on third-party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

### **TECHNOLOGY DISCLAIMER**

Company makes no warranty or guarantee as to the delivery, accuracy, timeliness, performance, completeness, suitability of the information, uninterrupted access, error-free of our Products, Classes, Programs, Services and Program Materials through

methods like our Website, member forum, private Facebook groups, e-mail communications, videos, audio recordings, webinars, recorded webinars, teleseminars, recorded teleseminars, emails, downloadable Mp3 audio files, downloadable PDF printed transcripts, downloadable PDF handouts/slides, handouts, ebooks, or any other materials provided by us to you. Every effort has been made to present to you with the most accurate, up-to-date information in our Products, Programs, Services and Program Materials. However, because the nature of this information is constantly evolving, we cannot be held responsible for the accuracy of our content. You acknowledge that the content and such information may contain inaccuracies or errors and Company is not liable for any such inaccuracies or errors to the fullest extent permitted by the law.

Company cannot guarantee access to our Products, Classes, Programs, Services and Program Materials. You acknowledge that access might be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction. You acknowledge that, to the fullest extent permitted by law, Company is not liable for damages or refunds, or for any other recourse, should our Products, Classes, Programs, Services or Program Materials be unavailable, access might be slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays in accessibility to our Products, Classes, Programs, Services and Program Materials.

#### **INDEMNIFICATION**

You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Products, Classes, Programs, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us.

#### **LIMITATION OF LIABILITY**

We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Programs, Classes, Products, Services or Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Programs, Classes, Products, Services or Program Materials, or in any way or in any location. In the event that you use our Programs, Classes, Products, Services or Program Materials or any other information provided by us or affiliated with us, we assume no responsibility.

#### **RELEASE OF CLAIMS**

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Classes, Products, Services or Program Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Classes, Products, Services and Program Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

### **YOUR CONDUCT**

You are agreeing that you will not use our Programs, Classes, Products, Services or Program Materials in any way that causes or is likely to cause the Programs, Classes, Products, Services or Program Materials, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs, Classes, Products, Services or Program Materials for lawful purposes only. You agree that you will not use our Programs, Classes, Products, Services or Program Materials in any of the following ways:

- For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others
- To send, negatively impact, or infect our Programs, Classes, Products, Services or Program Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your contributions
- To reproduce, duplicate, copy or resell any part of our Programs, Classes, Products, Services or Program Materials in a way that is not in compliance with these Terms

### **COMMUNICATION GUIDELINES**

If you have a question or concern about your Programs, Classes, Products, Services, or Program Materials, you may send an e-mail to **QuinnEssentials Wellness Solutions, LLC**, and we will do our best to reply to your question or concern promptly.

### **PURCHASE AND ONLINE COMMERCE**

By purchasing or accessing our Programs, Classes, Products, Services and Program Materials, you grant permission to Company to automatically charge your credit, debit card or PayPal account as a method for payment without any additional authorization, for which you shall receive an electronic receipt of such transaction.

All information obtained during your purchase or transaction for our Programs, Classes, Products, Services and Program Materials and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company. Per our Privacy Policy, please make sure that you review the privacy policy of our payment processor.

Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs, Classes, Products, Services and Program Materials, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Classes, Products, Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs, Classes, Products, Services and Program Materials ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs, Classes, Products, Services or Program Materials, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant.

### **PAYMENTS**

You acknowledge and agrees to pay the full cost of the Membership as is detailed in your Membership Agreement.

One-time Drop-in Classes are at a cost of \$28/per class.

### **REFUND POLICY**

Your satisfaction with your Programs, Classes, Products or Services is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our Programs, Classes, Products, Services and Program Materials, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Classes, Products and Services, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Classes, Products, Services or Program Materials, you understand and agree that all sales are final and no refunds will be provided.

Client further agrees and acknowledges that all Programs, Classes, Products and Services are non-transferrable in any capacity.

### **DISPUTE RESOLUTION**

It is the intent of Company that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at **QuinnEssentials Wellness Solutions, LLC**, and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs, Classes, Products, Services and/or Program Materials you are agreeing to a modification of the statute of limitations such that any arbitration must begin within (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in **Fort Mill, SC** at the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Classes, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

#### **GOVERNING LAW**

These Terms of Use shall be governed by the laws of the State of **South Carolina** regardless of the conflict of laws principles thereof.

If you have any questions about any term of these Terms of Use, please contact us at **QuinnEssentials Wellness Solutions, LLC**. Thank you.

**Additionally, please review the terms of our Privacy Policy ([INSERT LINK TO PP](#)) for how your information is stored and shared.**