

Balance Your Life studio[†]

Welcome to BALANCE YOUR LIFE STUDIO website, (the “Website”) an online platform owned and operated by MATHIEU BOLILLO (“BALANCE YOUR LIFE STUDIO” “we” “us” or “our”) that provides its clients (as defined below) with remote personal training services available through online video software. These terms and services are a legally binding agreement between you and MATHIEU BOLILLO regarding your use of the Website and use and purchase of the BALANCE YOUR LIFE STUDIO Service. By accessing or using the Website or using or purchasing BALANCE YOUR LIFE STUDIO Service, you (“Client” “you” “your”) acknowledge that you have read, understood and agree to be bound by these terms & conditions, including any additional guidelines, the BALANCE YOUR LIFE STUDIO Privacy Policy, and any future modifications thereto (collectively the “Agreement”), whether or not you become a client of BALANCE YOUR LIFE STUDIO by purchasing services offered by BALANCE YOUR LIFE STUDIO.

IF YOU OBJECT TO ANYTHING IN THIS AGREEMENT OR THE BALANCE YOUR LIKE STUDIO PRIVACY POLICY, YOU MAY NOT USE THE WEBSITE OR THE BALANCE YOUR LIFE STUDIO SERVICE AND YOU SHOULD IMMEDIATELY TERMINATE YOUR USE THEREOF.

1. **Eligibility** – You must be at least eighteen (18) years of age or the age of majority in the place of your residence to become a client or purchase BALANCE YOUR LIFE STUDIO Services without the consent of a parent or guardian. Service is restricted to natural persons. By using the BALANCE YOUR LIFE STUDIO Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and you agree to abide by this Agreement.
2. **Privacy Policy** – Your privacy is important to us. The BALANCE YOUR LIFE STUDIO Privacy Policy (“Privacy Policy”) is hereby incorporated into this Agreement by reference. Please read the Privacy Policy carefully for details relating to the collection, use and disclosure of your personal information.
3. **Individual Features and Services** – When using the Website and/or BALANCE YOUR LIFE STUDIO Services, you may be subjected to specific services and features, which may be posted from time to time on the Website (the “Guidelines”). All such Guidelines are hereby incorporated by reference in this Agreement. To the extent that any terms of these Terms & Conditions conflict with any Guidelines, these Terms & Conditions shall prevail.
4. **Modification of Terms** – MATHIEU BOLILLO reserves the right, in its sole discretion, to change, modify, add or remove portions of this Agreement at any time and for any reason without notice to you and by simply updating this page. This Agreement was last updated and is effective as of the “Updated” date indicated below. You should visit this page from time to time to review the then-current Agreement, because it is binding on you, and because your continued use of or access to the Website and use and/or purchase of BALANCE YOUR LIFE STUDIO Services after the posting of changes will be construed as your acceptance of the revised Agreement. In the case of material changes to this Agreement, the amended Terms & Conditions will automatically become effective 30 days after they are initially posted on the Website.
5. **Client** – When you purchase services on the Website, you become a Client. Clients can use BALANCE YOUR LIFE STUDIO to schedule instruction and training events and lessons (each as a “Remote Training Session”). Payments for each Remote Training Session will be processed in accordance with the Client’s purchased sessions rate.
6. **Cancellation of Remote or Face-to-Face Training Sessions** – As a Client, you may cancel remote or face-to-face training sessions as provided in the plan you have signed up for (the “Cancellation Period”).
7. **Cancellation within the Cancellation Period** – If you cancel a Remote Training Session during the Cancellation Period, your account will not be charged for the amount of the cancelled Remote Training Session.

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8. **Cancellation outside of the Cancellation Period** – If you cancel a Remote Training Session outside of the Cancellation Period, you will not receive a refund or credit. At our sole discretion, we may decide to credit your account, in whole or in part, for the cost of the cancelled Remote Training Session.
9. **Cancellation by BALANCE YOUR LIFE STUDIO** – If a Remote Training Session is cancelled by your fitness professional, your account will be credited for the full amount of the cancelled Remote Training Session.
10. **Interactions with Other Users** – You are solely responsible for your interactions with other Website users (“Users”). BALANCE YOUR LIFE STUDIO makes no representations or warranties as to the conduct of Users, and shall not be in any way liable for any conduct of any User. You agree to take reasonable precautions in all interactions with other Users, particularly if you decide to meet a User offline or in person. You should not provide your financial information (for example your credit card or bank account information) to other Users.
11. **Release** – You hereby release BALANCE YOUR LIFE STUDIO, its affiliates, contractors, employees, agents or third-party partners or suppliers from any and all claims, demands, damages (actual, consequential, nominal, punitive, or otherwise), equitable relief, and any other legal, equitable, and administrative remedy, of every kind and nature, whether known, unknown, suspected or unsuspected, disclosed or undisclosed, past, present, or future, arising out of or in any way connected to your interaction with other Users.
12. **Term and Termination** – This Agreement will remain in full force and effect while you use the BALANCE YOUR LIFE STUDIO Service and/or are a Client of BALANCE YOUR LIFE STUDIO. BALANCE YOUR LIFE STUDIO may, in its sole discretion and for any or no reason, terminate your account by sending notice to you at the email address you provide in your Client Registration forms, or such other email address you provide to BALANCE YOUR LIFE STUDIO. Subject to applicable laws, if BALANCE YOUR LIFE STUDIO terminates your account in the BALANCE YOUR LIFE STUDIO Service because you have materially breached this Agreement, you will not be entitled to any refund. All decisions regarding the termination of accounts shall be made in the sole discretion of BALANCE YOUR LIFE STUDIO. BALANCE YOUR LIFE STUDIO is not required to provide you notice prior to terminating your account. BALANCE YOUR LIFE STUDIO is not required to disclose, and may be prohibited from disclosing, a reason for the termination of your account.
13. **Account Security** – You are responsible for maintaining the confidentiality of any username and password you create or use to register for, purchase and/or use the BALANCE YOUR LIFE STUDIO Service. This includes any third-party software or platforms used to conduct your Remote Training Sessions. You agree to (a) immediately notify BALANCE YOUR LIFE STUDIO of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you logout of any username or password-based accounts each time you exit those accounts and after each Remote Training Session. BALANCE YOUR LIFE STUDIO will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing any accounts from a public or shared computer so that others are not able to view or record your passwords or other personal information.
14. **Proprietary Rights** – MATHIEU BOLILLO, owns and retains all proprietary rights in the Website and/or BALANCE YOUR LIFE STUDIO Service. The Website and/or the BALANCE YOUR LIFE STUDIO Service contains content, visual interfaces, interactive features, information, graphics, design, compilation, computer code, products, software, services and other elements of the BALANCE YOUR LIFE STUDIO Service (the “BALANCE YOUR LIFE STUDIO Materials”) that are protected by copyright, trade dress, patent and trademark laws, international conventions, and other relevant intellectual property and property rights, and applicable laws. Except for that information which is public domain or for which you have been given express written permission, you may not copy, modify, publish, transmit, distribute, license, perform, display or sell any BALANCE YOUR LIFE STUDIO Materials. BALANCE YOUR LIFE STUDIO Materials do not include Client or User Content (as defined below) or other content submitted by Clients or Users. BALANCE YOUR LIFE STUDIO retains all rights not expressly granted in this Agreement. You shall not acquire any right, title or interest to the Website, the BALANCE YOUR LIFE STUDIO Service or BALANCE YOUR LIFE STUDIO Materials, except for the limited rights set forth in this Agreement.

15. **Reliance on Content** – Advice, opinions, statements, offers, or other information or content, including without limitation User Content (as defined below), made available through the Website and/or the BALANCE YOUR LIFE STUDIO Service, but not directly by BALANCE YOUR LIFE STUDIO are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. BALANCE YOUR LIFE STUDIO does not: (i) guarantee the accuracy, integrity, quality, legality, safety, completeness or usefulness of any information on the Website and/or the BALANCE YOUR LIFE STUDIO Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any third party, person, or other fitness professional who appears on the Website and/or the BALANCE YOUR LIFE STUDIO Service. Under no circumstances will BALANCE YOUR LIFE STUDIO or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Website and/or the BALANCE YOUR LIFE STUDIO Service or transmitted to or by any Users.
16. **Health Information** – The information provided through the Website and/or the BALANCE YOUR LIFE STUDIO Service may contain general health information. THIS WEBSITE AND/OR BALANCE YOUR LIFE STUDIO SERVICE DOES NOT PROVIDE MEDICAL DIAGNOSIS FOR ANY INDIVIDUAL AND MUST NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR CARE. All specific medical questions you may have about your specific medical condition, treatment, care or diagnosis must be presented to your healthcare professional. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING PROFESSIONAL ADVICE BECAUSE OF ANY INFORMATION CONTAINED IN OR RELATED TO THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE.
17. **Accurate Content** – You are solely responsible for the Client Content (as defined below) that you publish or display (a “post”) on the Website and/or the BALANCE YOUR LIFE STUDIO Service, or transmit to other Users
18. **Moderating Content** – You understand and agree that BALANCE YOUR LIFE STUDIO may, but has no obligation to, moderate, review and delete any content, comments, messages, photos or profiles (collectively, “User Content”), in each case in whole or in part, that in the sole judgment of BALANCE YOUR LIFE STUDIO, violates this Agreement, might be offensive or illegal, or that might violate the rights or safety of other Users.
19. **License to Your Content** – By posting or submitting Content to any public area of the Website and/or the Pandora Service, you automatically grant, and you represent and warrant that you have the right to grant, to BALANCE YOUR LIFE STUDIO, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and Content and to prepare derivative works of, or incorporate into other works, such information and Content, and to grant and authorize sublicenses of the foregoing. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your Content. You also hereby grant to each User of the Website and/or the BALANCE YOUR LIFE STUDIO Service a non-exclusive license to access your Content, in each case as permitted by the functionality of the Website and/or the BALANCE YOUR LIFE STUDIO Service and this Agreement. The above license granted by you shall survive any termination or expiration of this Agreement.
20. **Representations and Warranties** – In connection with your Content, you affirm, represent, and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to post the Content to the Website and/or the BALANCE YOUR LIFE STUDIO Service, to authorize BALANCE YOUR LIFE STUDIO to use the Content in the manner contemplated by BALANCE YOUR LIFE STUDIO and this Agreement, and to grant the rights and licenses set forth above, (ii) the public posting and use of your Content by BALANCE YOUR LIFE STUDIO and other Users will not infringe or violate the rights of any third party or violate any applicable law or regulation.
21. **Prohibited User Content** – The following is a partial list of the kind of User Content that is illegal or prohibited on the Website and/or the BALANCE YOUR LIFE STUDIO Service. BALANCE YOUR LIFE STUDIO reserves the right to investigate and take appropriate legal action, in its sole discretion, against anyone who violates this provision, including without limitation, removing the offending communication from the Website and/or the BALANCE YOUR LIFE STUDIO Service

and terminating the membership of such violators. It includes, but is not limited to, User Content that:

- is patently offensive to the online community, such as content that promotes bias, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or advocates harassment of another person;
 - involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming;”
 - promotes information that you know is false, misleading or promotes illegal activities or conduct that is biased, abusive, threatening, obscene, profane, offensive, sexually-oriented, racially offensive, defamatory or libelous;
 - promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;
 - contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;
 - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
 - solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; or
 - engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
22. **Client Profile** – All information you include in your client profile, including without limitation the information in your billing account, must be accurate, current and complete. If information provided to BALANCE YOUR LIFE STUDIO subsequently becomes inaccurate, misleading or false, you will promptly notify BALANCE YOUR LIFE STUDIO of such change.
23. **Prohibited Activities** – BALANCE YOUR LIFE STUDIO reserves the right to investigate and terminate your membership if you have misused the Website and/or the BOLILLO STUDIO Service, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal. The following is a partial list of the type of actions that you may not engage in with respect to the Website and/or the BALANCE YOUR LIFE STUDIO Service:
- You will not use the Website or the BALANCE YOUR LIFE STUDIO Service for any purpose that is unlawful or prohibited by this Agreement;
 - You will not impersonate any person or entity;
 - You will not “stalk” or otherwise harass any person;
 - You will not express or imply that any statements you make are endorsed by BALANCE YOUR LIFE STUDIO without our specific prior written consent;
 - You will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Website and/or the BALANCE YOUR LIFE STUDIO Service or its contents;
 - You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
 - You will not remove any copyright, trademark or other proprietary rights notices contained on the Website and/or the BALANCE YOUR LIFE STUDIO Service;
 - You will not interfere with or disrupt the Website and/or the BALANCE YOUR LIFE STUDIO Service or the servers or networks connected to the Website and/or the BALANCE YOUR LIFE STUDIO Service;

- You will not post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - You will not forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Website and/or the BALANCE YOUR LIFE STUDIO Service;
 - You will not “frame” or “mirror” any part of the Website and/or the BALANCE YOUR LIFE STUDIO or the Website and/or the BALANCE YOUR LIFE STUDIO Service, without BALANCE YOUR LIFE STUDIO’s prior written authorization, nor use metatags or code or other devices containing any reference to BALANCE YOUR LIFE STUDIO, the Website or the BALANCE YOUR LIFE STUDIO Service in order to direct any person to any other website for any purpose;
 - You will not modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or the BALANCE YOUR LIFE STUDIO Service or any software used on or for the Website or the BALANCE YOUR LIFE STUDIO Service or cause others to do so.
24. **Modifications to the Website and/or the BALANCE YOUR LIFE STUDIO Service** – BALANCE YOUR LIFE STUDIO reserves the right at any time to modify or discontinue, temporarily or permanently, the Website and/or the BALANCE YOUR LIFE STUDIO Service (or any part thereof) with or without notice. You agree that BALANCE YOUR LIFE STUDIO shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website and/or the BALANCE YOUR LIFE STUDIO Service.
25. **Blocking of IP Addresses** – In order to protect the integrity of the Website and/or the BALANCE YOUR LIFE STUDIO Service, BALANCE YOUR LIFE STUDIO reserves the right at any time in its sole discretion to block Users originating at certain IP addresses from accessing the Website and/or the BALANCE YOUR LIFE STUDIO Service.
26. **Infringement Notice** – It is the policy of BALANCE YOUR LIFE STUDIO to respond to clear notices of alleged copyright infringement. If you are a copyright owner or an agent thereof and you believe that any content hosted on the Website and/or the BALANCE YOUR LIFE STUDIO Service infringes your copyrights, please contact us at the address provided below.
27. **Repeat Infringer** – Please note that BALANCE YOUR LIFE STUDIO will promptly terminate without notice any User’s or Client’s access to the Website and the BALANCE YOUR LIFE STUDIO Service if that User is determined by BALANCE YOUR LIFE STUDIO to be a “repeat infringer.” A “repeat infringer” is a User or Client who has been notified by BALANCE YOUR LIFE STUDIO of infringing activity violations more than twice and/or who has had his or her User Content or any other User-submitted content removed from the Website and/or the BALANCE YOUR LIFE STUDIO Service more than twice.
28. **Results Not Guaranteed** – BALANCE YOUR LIFE STUDIO DOES NOT GUARANTEE ANY RESULTS FROM USE OF THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE. ANY STATEMENTS, GUARANTEES OR OTHER INFORMATION THAT MAY BE PROVIDED TO YOU BY PROFESSIONALS OR OTHER USERS OF THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE ARE SOLELY ATTRIBUTABLE TO THE PROFESSIONAL OR USER. BALANCE YOUR LIFE STUDIO IS NOT LIABLE FOR ANY STATEMENTS OR GUARANTEES MADE BY PROFESSIONALS OR OTHER USERS.
29. **No Warranties: “As Is” “As Available” and “With All Faults”** – TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BALANCE YOUR LIFE STUDIO, AND ITS AFFILIATES, PARTNERS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE IS AT YOUR SOLE RISK AND THAT ANY ADVICE THAT MAY BE POSTED ON THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE IS FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY AND WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE, USER CONTENT AND ANY THIRD-PARTY MEDIA, CONTENT, SOFTWARE, SERVICES OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE AND/OR THE BALANCE YOUR LIFE

STUDIO SERVICE ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

30. **Operation and Content** – BALANCE YOUR LIFE STUDIO IS NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE CONTENT POSTED ON OR IN CONNECTION WITH THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE, WHETHER CAUSED BY USERS, CLIENTS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE. BALANCE YOUR LIFE STUDIO ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER OR CLIENT COMMUNICATIONS. BALANCE YOUR LIFE STUDIO IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS AND/OR CLIENTS OR TO ANY OTHER PERSON’S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE.
31. **User and Member Conduct** – BALANCE YOUR LIFE STUDIO IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OR MEMBER. UNDER NO CIRCUMSTANCES WILL BALANCE YOUR LIFE STUDIO OR ANY OF ITS AFFILIATES, ADVERTISERS, PROMOTERS OR DISTRIBUTION PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE, ANY CONTENT POSTED ON THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE OR TRANSMITTED TO USERS OR CLIENTS, OR ANY INTERACTIONS BETWEEN USERS OR CLIENTS, WHETHER ONLINE OR OFFLINE. BALANCE YOUR LIFE STUDIO IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANY EVENTS OR ACTIONS OCCURRING AT VENUES OR ANY INTERACTION BETWEEN A USER OR CLIENT AND ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION EMPLOYEES OF A VENUE OR OTHER PATRONS OF A VENUE.
32. **Links and Third-Party BALANCE YOUR LIFE STUDIO Services** – The Website and/or the BALANCE YOUR LIFE STUDIO Service may provide, or third parties may provide, links or functionality in the Website and/or the BALANCE YOUR LIFE STUDIO Service to other websites or third-party resources (“Third-Party BALANCE YOUR LIFE STUDIO Services”). Because BALANCE YOUR LIFE STUDIO has no control over Third-Party BALANCE YOUR LIFE STUDIO Services, you acknowledge and agree that BALANCE YOUR LIFE STUDIO is not responsible for the availability of the Third-Party BALANCE YOUR LIFE STUDIO Services, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from the Third-Party BALANCE YOUR LIFE STUDIO Services. You further acknowledge and agree that BALANCE YOUR LIFE STUDIO shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through Third-Party BALANCE YOUR LIFE STUDIO Services. ACCESS AND USE OF THIRD-PARTY SERVICES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON THIRD-PARTY SERVICES OR AVAILABLE THROUGH THIRD-PARTY SERVICES, IS SOLELY AT YOUR OWN RISK. When you leave the Website, these Terms & Conditions no longer govern. You should review applicable terms and conditions and policies, including the privacy and data gathering practices, of any Third-Party BALANCE YOUR LIFE STUDIO Services.
33. **Release of Liability for Injury or Death** – YOUR PARTICIPATION IN REMOTE TRAINING SESSIONS OR OTHER PROGRAMS THROUGH THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE IS AT YOUR OWN RISK. Exercise programs of any kind represent an inherent danger to participants. BALANCE YOUR LIFE STUDIO IS NOT LIABLE FOR ANY PERSONAL INJURY OR DEATH THAT RESULTS FROM USE OF THE WEBSITE

AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE INCLUDING PARTICIPATION IN REMOTE TRAINING SESSIONS. YOU RELEASE BALANCE YOUR LIFE STUDIO FROM ALL LIABILITY FOR INJURY OR DEATH THAT RESULTS FROM YOUR PARTICIPATION IN A REMOTE TRAINING SESSION OR USE OF THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE. Members should consult a physician before beginning use of the BALANCE YOUR LIFE STUDIO Service or any exercise program or training session. Not all exercise programs or training sessions are appropriate for all Clients. PLEASE CHECK ALL EQUIPMENT AND THE AREA IN WHICH YOU ARE USING THE BALANCE YOUR LIFE STUDIO SERVICE FOR ANY DANGEROUS CONDITIONS. IN CASES WHERE APPLICABLE LAW DOES NOT ALLOW THE ABOVE RELEASE OF LIABILITY, THE LIABILITY OF BALANCE YOUR LIFE STUDIO SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

34. **Limitation of Liability** – Except in jurisdictions where such provisions are restricted, in no event, and under no legal theory, including without limitation negligence, will BALANCE YOUR LIFE STUDIO or its affiliates, contractors, employees, agents or third-party partners or suppliers be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including without limitation lost profits, data or use or cost of cover, even if BALANCE YOUR LIFE STUDIO has been advised of the possibility of such damages. In cases where applicable law does not allow the above limitation of liability, BALANCE YOUR LIFE STUDIO's liability will be limited to the extent permitted by applicable laws.
35. **Limitation of Damages** – In no event shall BALANCE YOUR LIFE STUDIO or its affiliates, contractors, employees, agents, or third-party partners, licensors or suppliers' total liability to you for any cause whatsoever (whether in contract, tort (including negligence), warranty, or otherwise), and regardless of the form of the action, exceed the greater of: (i) one hundred US dollars (\$100) or (ii) the amount paid by you to BALANCE YOUR LIFE STUDIO for the BALANCE YOUR LIFE STUDIO Service in the 12 months prior to the action giving rise to the liability.
36. **Indemnity by You** – You agree to indemnify and hold BALANCE YOUR LIFE STUDIO, its parent companies, subsidiaries, affiliates, officers, agents, licensors, and other partners and employees, harmless from any loss, liability, claim, damages, obligations, or demand, including attorney fees, made by any third party due to or arising out of (i) your use of the Website and/or the BALANCE YOUR LIFE STUDIO Service, (ii) your violation or breach of this Agreement, (iii) your User Content, or (iv) any breach of your representations and warranties set forth above. BALANCE YOUR LIFE STUDIO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of BALANCE YOUR LIFE STUDIO. BALANCE YOUR LIFE STUDIO will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.
37. **Notice** – BALANCE YOUR LIFE STUDIO may provide you with notices, by email, text message or postings on the Website. Notice will be deemed given 24 hours after the email is sent, unless BALANCE YOUR LIFE STUDIO is notified that the email address is invalid. Alternatively, we may give you notice through a mechanism made available through the Website, such as through the use of a pop-up on the Website.
38. **No Third-Party Beneficiaries** – You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.
39. **Jurisdiction and Choice of Law** – This Website and the BALANCE YOUR LIFE STUDIO Service are controlled and operated by us and this Agreement, this Website, the BALANCE YOUR LIFE STUDIO Service and any use of the Website or the BALANCE YOUR LIFE STUDIO Service shall be governed by the laws of Nevada applicable therein without reference to principles of conflict of laws. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Clark County, Nevada, and irrevocably agree that all disputes shall be heard in such courts. You agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
40. **Waiver** – A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of BALANCE YOUR LIFE STUDIO

to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

41. **Survival** – All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.
42. **Entire Agreement** – This is the entire agreement between you and BALANCE YOUR LIFE STUDIO relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. The Agreement shall not be modified except in a writing, signed by both parties, or by a change to the Agreement made by BALANCE YOUR LIFE STUDIO as set forth in Section 4 above.
43. **Severability** – If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
44. **Assignment** – The Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by BALANCE YOUR LIFE STUDIO without restriction. Any assignment attempted to be made in violation of this Agreement shall be void.
45. **Headings** – The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.
46. **Claims** – YOU AND BALANCE YOUR LIFE STUDIO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE AND/OR THE BALANCE YOUR LIFE STUDIO SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.