

Terms of Service

These Terms of Service are an agreement between Urban Balance LLC and you, a user of our web site and Urban Balance products and services. Please read this agreement carefully. By using products and services available through the Site or from Urban Balance, you agree to be bound by these Terms of Service as well as our Privacy Policy written below. Any new features of our products, services, and web site, including updates, upgrades, or new services, shall also be subject to these Terms of Service. In addition, some products and services offered through our company and web site may be subject to additional terms and conditions that we publish from time to time. Your use of such services is subject to those additional terms and conditions.

THESE TERMS OF SERVICE ("TERMS") SET FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE WEB SITE. BY ACCESSING, DOWNLOADING, OR USING THE WEB SITE, YOU ARE ACCEPTING THESE TERMS AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE WEB SITE OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE WEB SITE.

This is a legally binding agreement required to utilize or participate in courses or services offered by Urban Balance LLC. PLEASE READ IT CAREFULLY BEFORE ACCEPTING OR SIGNING (as the case may be). Urban Balance LLC and its representatives including but not limited to, its instructors, employees, independent contractors, agents, members, licensees, affiliates or others acting on its behalf (together "Urban Balance") provide products and services associated with human wellness including but not limited to yoga, Pilates, Ellové Technique®, Zumba®, Gyrokinesis®, Alexander Technique, other movement techniques, meditation, massage, holistic wellness, nutrition and cooking classes (the "Services"). The Services may be offered in person, locally and during workshops or retreats out of the area, including internationally or virtually through online platforms or pre-recorded media. The terms included here apply in all such formats. You are referred to as Participant. You represent that you are over the age of 18 or if you are under 18 your parent or guardian has reviewed and accepted these Terms and Conditions on your behalf.

Participant understands that the Services may involve physical and/or strenuous exertion and that injuries may occur when participating in such activities. Participant acknowledges that any pose or physical activity carries with it the potential for damage or loss of property, serious injury and death. Participant acknowledges that cooking and nutritional instruction may include ingredients to which Participants may be allergic. Participant acknowledges that the Urban Balance representatives are not doctors or physicians and they are not trained in any way to provide medical diagnosis, medical treatment, or any other type of medical advice. Participant represents that they have had opportunity to consult with their medical professional and are in no way prohibited or restricted from participating in the Services or activities therein. Participant acknowledges that if they feel tired, pain or discomfort in any way related to the Services, that they should immediately discontinue the activities and contact a medical physician immediately.

Participant voluntarily and knowingly accepts and assumes the risks associated with participation or use of the Services. Participant hereby freely and expressly assumes all risk of damage, injury, and death associated with use of the Services. In consideration for receiving instruction in a group, private or semiprivate lessons, or workshops and using the Services (including where applicable equipment and

facilities of Urban Balance), Participant hereby agrees to release, hold harmless, and indemnify Urban Balance from any and all claims arising directly or indirectly out of Participant's use of the Services arising from any cause whatsoever, including, but not limited to, negligence on the part of Urban Balance.

From time-to-time Urban Balance may make photographic, video or audio recordings which may include Participant's image or voice and/or solicit comments or posts from Participants related to the Services. Participant hereby licenses and grants permission to Urban Balance, and its legal representatives, assigns, and those acting on its behalf, to use the images, recordings, comments, or posts of Participant for all manner of advertising, trade, promotion, exhibition, or any other lawful purpose whatsoever and in any form or medium without additional consideration.

These Terms and Conditions are binding upon Participant, and Participant's heirs, assigns, and legal representatives. If signing or accepting on behalf of a minor Participant, Parent/Guardian accepts full responsibility for any medical expenses incurred due to the minor's participation and agrees to release, hold harmless, and indemnify (including costs and attorney's fees) Urban Balance for any claims brought by or on behalf of the minor.

Our Content; Proprietary Rights

Through our web site, we offer, sell, and digitally distribute videos, audiovisual combinations, music, sounds, graphics, photos, and other content, as well as sell products related to that content. We are the owner or authorized licensee of all information, materials, functions and other content contained on our web site, and you acknowledge that you are only receiving a limited right to access or use this content. No content from our web site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of our website. We also own any information and data collected by us from you, including without limitation any data regarding your use and viewing of our web site and its content. We may use such information and data for benchmarking and other service enhancements. We will handle and treat any information we collect from you in compliance with our current Privacy Policy. The name Urban Balance LLC/Urban Balance TV and our graphics, logos, designs, page headers, button icons, scripts, and service names are registered and/or common law trademarks, trade names, or trade dress of Urban Balance LLC in the U.S. and/or other countries. These trademarks, trade names, and trade dress may not be used in connection with any product or service in any manner that is likely to cause confusion. We reserve all rights in or to such trademarks, trade names, or trade dress. We respect the intellectual property rights of others and expect our users to do the same. It is our policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who infringe or are charged with infringing the intellectual property rights of others.

Third-Party Links

We are not responsible for the content or availability of outside web sites or resources linked to or referenced on our web site. We do not endorse and are not responsible or liable, directly, or indirectly,

for any claims that arise from your access or use of any content, advertising, products, or other materials on or available from such web sites.

Eligibility; Age Restriction

Our web site may only be used by individuals who are 18 years and older and who can form legally binding contracts under applicable law. Individuals under the age of 18 must at all times use our web site only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In these cases, the supervising adult is responsible for any and all activities conducted on or through our web site. You represent and warrant that you are at least 18 years old, or that you are using our web site under the supervision of an adult parent or legal guardian, and that all registration information you submit is accurate and truthful. We may, in our sole discretion, refuse to offer access to or use of our web site to any person or entity and change our eligibility criteria at any time. This provision is void where prohibited by law and the right to access the web site is revoked in such jurisdictions.

Payment Processing; Order Fulfillment

Our web site is hosted by Uscreen, which also assists in the processing of our orders. When you input your credit card information as payment for an order, Uscreen directly and securely transmits that information to its third-party payment processor, who verifies the credit card and remits the payment to us. Neither we, nor Uscreen, ever store your credit card image or number. Sales and use taxes, as applicable by law, will be based on your location and our location and, purchase prices are exclusive of taxes. You will be responsible for paying any applicable taxes relating to your payments and will indemnify and hold harmless Urban Balance LLC and Uscreen from your failure to pay any and all taxes, including sales tax, based on incorrect information provided by you. If you believe you are entitled to a refund of any taxes, you are solely responsible for such determination. Uscreen also fulfills all orders for digitally distributed content by making that content available for viewing. It will inform you of the device and system requirements for accessing this content. You are responsible for completing the digital download, and for all risk of loss of the content after download. You acknowledge that the resolution and quality of the content received will depend on a number of factors, including the type of device on which it is streamed and available bandwidth. While we strive to provide a high-quality viewing experience, neither we, nor Uscreen, make any guarantee as to the resolution or quality of the content. Upon receiving an order for any of our products, Uscreen will notify us so that we may fulfill the order directly.

Acceptable Use

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses our web site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a

conventional online web browser. You agree to comply with all applicable laws in your use of our web site.

Unacceptable Use

You shall not:

- modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the products, services or website.
- remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the web site or any content;
- “frame” or “mirror” any portion of the web site, or link to any material other than via the homepage of the URL located at <https://urbanbalancetv.com> or the URLs provided by us to you for such purposes, without our prior written authorization granted or withheld in our sole and absolute discretion;
- 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 web site; or
- harvest or collect information about or from users of the web site without their express written consent and, if such consent is provided, only pursuant to applicable law.

Reporting Copyright Infringement

If you are a copyright owner, or are authorized to act on behalf of one, please report alleged copyright infringements taking place on or through our web site by completing the following DMCA Notice of Alleged Infringement and delivering it to our Designated Copyright Agent. In accordance with the Digital Millennium Copyright Act of 1998, we attempt to respond expeditiously to these allegations and take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the web site. The DMCA Notice of Alleged Infringement shall:

1. Identify the copyrighted work that you claim has been infringed.
2. Identify the material you claim is infringing and that is to be removed or disabled and provide information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the web site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the notice:

- “I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
- “I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature. Deliver this notice, with all items completed, to our Designated Copyright Agent at: Urban Balance LLC Info@urbanbalancetv.com.

Warranties/Limitation of Liability

OUR CONTENT AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OUR WEB SITE OR, SERVICES, WITHOUT LIMITATION, ANY WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT MAKE ANY WARRANTIES THAT THE WEB SITE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE WEB SITE WILL MEET YOUR EXPECTATIONS, OR THAT THE WEB SITE, CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. WE RESERVE THE RIGHT TO CHANGE ANY PART OF THE WEB SITE AT ANYTIME WITHOUT NOTICE. WE WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF DATA OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT OR YOUR USE OR INABILITY TO USE OUR WEB SITE OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR YOUR USE OF OUR WEB SITE OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF (A) THE AMOUNT OF FEES PAID BY YOU TO PURCHASE THE CONTENT OR PRODUCTS THAT GAVE RISE TO SUCH LIABILITY, AND (B) \$100.

Indemnification

You agree to defend, indemnify and hold harmless Urban Balance LLC and its officers, directors, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of any breach by you of any of these Terms of Service or your violation of any law or the rights of a third party.

Terms of Enrollment

The following Terms of Enrollment govern your participation in the Program presented by Urban Balance LLC. Please read these Terms of Enrollment carefully. By visiting and using the Program Portal/Membership Site you agree that your use of our Site, participation in our Program, and use of Program materials is governed by the following terms and conditions, together with our Terms of Service and Privacy Policy.

The Urban Balance Membership includes:

- Access to Urban Balance membership portal available at <https://urbanbalancetv.com> and in the Urban Balance Apps on iOS, Android, AppleTV, AndroidTV, Amazon FireTV, Roku, and screen casted via Chromecast, Airplay or Bluetooth

We are committed to providing all participants with a positive experience. Thus, Urban Balance LLC may, at its sole discretion, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payments if:

- you become disruptive or difficult to work with;
- you fail to follow the program guidelines; or,
- you impair the participation of our instructors or participants in our program(s).

You hereby acknowledge and agree that:

- The content provided by Urban Balance LLC is not intended as a substitute for, or in lieu of, other health and wellness training, certification, accreditation and/or licensing.
- Your participation in this Program is not a substitute for any licensing requirements that may be applicable to you and does not independently authorize you to render care, prescribe regimens or prescribe medications or supplements.
- Your activities in the health and wellness field remain subject to your education, qualifications, and licensure.

Content

- Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice, tailored to any individual.
- All materials, procedures, policies, and standards, all teaching manuals, all teaching aids, all supplements and the like that have been or will be made available by Urban Balance LLC or its designated facilitators, or any other source, oral or written, are for personal use in or in conjunction with this training program only.
- Program content is for personal use only, and may not be sold, recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Urban Balance LLC, or its designated agent.
- The information contained in program material is strictly for educational purposes. Therefore, if you wish to apply ideas contained in this material, you are taking full responsibility for your actions.
- We assume no responsibility for errors or omissions that may appear in any program materials.
- Usernames and passwords may not be shared with any third parties.
- Any violation of Urban Balance LLC's policies regarding content usage shall result in the immediate termination of your enrollment without refund.

Membership and Fees

Billing

Members are billed on a recurring monthly or annual basis based on the original sign-up date. Member rates are subject to change periodically and the member will be notified by email 30-days prior to any change in rates.

Termination

These Terms shall take effect on the date you first access or use our web site and shall continue until terminated in accordance with these Terms. You agree that we may, in our sole discretion, suspend, block, or terminate your access to all or part of our web site and any content, with or without notice, for any reason. Any suspected illegal or fraudulent activity may be referred to appropriate law enforcement authorities.

Cancellation and Refund Policy

Your purchase of a product or service or ticket to an *event *(please see event details) may or may not provide for any refund. Monthly and annual Urban Balance members can cancel at any time to end future payment obligations. Annual members can terminate within 14 days of enrollment and email info@urbanbalancetv.com to request a full refund. Thereafter refunds are not permitted. Active members may cancel their membership through their account settings after logging in at <https://urbanbalancetv.com> and will continue to receive access to their resources for the remainder of their paid membership. After membership has been terminated, members will not have access to any membership resources. Trial members must cancel before the end of the trial period if they do not wish to continue the Urban Balance Membership + App purchase. Trial members may cancel their subscription anytime and are not eligible for a refund.

Governing Law; Jurisdiction

These Terms are governed by the laws of Oregon without regard to its conflicts of law provisions. Any claim or controversy arising out of or related to these Terms shall be instituted in any state court in Multnomah County, Oregon or federal court in Multnomah County, Oregon. Each party agrees to submit to the jurisdiction of and agrees that the venue is proper in such courts in any such legal action or proceeding.

Miscellaneous

These Terms and our Privacy Policy constitute the entire agreement between you and Urban Balance LLC. You may not assign these Terms in whole or in part without our prior written consent which may be granted or withheld in our sole and absolute discretion, and any purported assignment in violation of this provision shall be null and void. We may assign or otherwise transfer these Terms and all rights granted hereunder in connection with any corporate reorganization, merger, or sale of all or substantially all of the assets and business to which these Terms relate. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Modifications

We reserve the right to make changes to these Terms at any time by updating this page with any such changes and indicating the effective date of those changes. You acknowledge and agree that it is your

responsibility to review these Terms periodically to familiarize yourself with any modifications. By continuing to access and use our web site after those changes become effective, you consent and agree to be bound by the revised Terms.

Online Commerce

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional 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 and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Site. Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Urban Balance LLC shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Retreats

Please see individual retreat documentation. Deposits are non-refundable. We accept no liability for loss, damage, injury or illness, which may occur during the retreat or traveling to or from the retreat. All students are strongly recommended to have their own travel insurance so you can receive full

reimbursement of your deposit, remaining balance and/or additional expenses in case of illness, injury, flight delays or cancellations of other unforeseeable events that may cause you to cancel or miss any portion of the retreat. We reserve the right to make any changes to our program. Students who have chosen a single room will not qualify for any discount regardless of whether another student happens to be alone in a 'shared' room, if applicable. Shared room rate is only applicable when paired with another retreat attendee.

Contact Us

If you have any questions or comments regarding these Terms or our Privacy Policy, you can contact us at: info@urbanbalancetv.com. These Terms of Service and this Privacy Policy are effective as of March 20, 2014.

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FAQ [Privacy Policy](#)

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