



MIND + BODY™

Terms of Use

(“Terms and Conditions”)

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YOU MUST BE OVER 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE THIS SITE

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You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this Site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strict confidential, notifying the Company immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

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You agree that you shall comply with all applicable export and import control laws and regulations in your use of this Site, or materials or services received through this Site, and, in particular, you shall not export or re-export anything on or received through this Site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

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Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own Site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

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Except with regards to personal information, all information which you post on this Site or communicate to the Company through this Site (collectively "Submissions") shall forever be the property of the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality, and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

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By using features of this Site that allow you to post or otherwise transmit information to or through this Site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

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- C.** constitutes unauthorized or unsolicited advertising, junk, or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any

form of lottery or gambling;

- D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- E. impersonates any person or entity, including any employee or representative of this Site, its licensors, or advertisers.

You also agree that you shall not harvest or collect information about the users of this Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

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Indemnification

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this Site, or any services, information or products from this Site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

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Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this Site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's identity and a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

Choice of Law and Forum

This Site (excluding third party linked sites) is controlled by the Company from its offices within the State of UTAH, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from UTAH, by accessing this site, both you and the Company agree that the statutes and laws of UTAH shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of UTAH and any legal proceedings shall be conducted in English. The Company makes no

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Miscellaneous

This Agreement incorporates by reference the Site Submission Rules if this Site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written, or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.