

Terms of Use

1. User's Acknowledgment and Acceptance of Terms

HEAL: Pilates, LLC ("HEAL: Pilates") provides the healpilates.com website (the "Service") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"). Users shall also be subject to any rules or guidelines posted on the website. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

By using the Service, you agree to be bound by these Terms of Use, effective immediately upon first use of the Service. . **If you do agree to these Terms of Use, you are not authorized to use the Service and must immediately cease all use of such Service.** Your remedy for any dissatisfaction with the Service is to stop using the Service.

HEAL: Pilates expressly reserves the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to periodically review the Terms of Use. Your continued use of the Service after such changes will constitute acknowledgement of the Terms of Use and agreement to abide and be bound by the Terms of Use.

Except for certain types of disputes described in the Arbitration section below, you agree that disputes between you and HEAL: Pilates will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

Your use of the Service is subject to all applicable laws and regulations. HEAL: Pilates makes no claims or representations regarding the use of the Service outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so at your own risk and are responsible for compliance with the laws of that jurisdiction.

2. Description of Service

The Service may include, but is not limited to, (i) providing information about HEAL: Pilates products or services, (ii) selling HEAL: Pilates products or services, and (iii) credit card, debit card, or other payment transaction processing. You are responsible for providing, at your own expense, all equipment necessary to access and use the Service.

HEAL: Pilates reserves the right to modify or discontinue the Service at any time with or without notice to you. In such event, HEAL: Pilates will not be liable to you or any third party.

These Terms of Use only relate to your use of the Service, and do not relate to any other website, application, or other third party service that is not under HEAL: Pilates's control. The Service may link you to other third party services provided by third party apps or websites on the Internet. You acknowledge that HEAL: Pilates is not responsible or liable for the content of such third party services, or damages and loss caused by or in connection with the use or reliance of such content.

3. Registration Information and Privacy

In order to access the Service, you may be required to use an account and password that can be obtained by completing a registration form, which requests certain registration information about you, including without limitation, your name, email address, mailing address, and phone number. You agree that all registration information provided by you is true and accurate and that you will maintain and update this information in order to keep it true and accurate. Additional terms are set forth in HEAL: Pilates's Privacy Policy, which is incorporated by reference in these Terms of Use.

In some instances, you may be provided with a temporary password by HEAL: Pilates. In those instances, you agree to change your password as soon as possible. You are solely responsible for keeping your password confidential and registration information secure.

4. Intellectual Property Information

As between you and HEAL: Pilates, the Service and all content available therein including, but not limited to, text, graphics, logos, button icons, images, video clips, code and software, and any combinations or compilations thereof are the property of HEAL: Pilates or third parties from whom HEAL: Pilates has received a valid license, and may be protected by copyright and/or other intellectual property rights and laws.

In addition, any HEAL: Pilates trademarks, logos, and service marks displayed as part of the Service are the registered and unregistered marks of HEAL: Pilates, including but not limited to: HEAL: Pilates™ and healpilates.com™. Other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of HEAL: Pilates.

5. Submission of Communications or Materials

Any communication or material that you transmit as part of your use of the Service (other than your personal information) will be treated as non-confidential and non-proprietary. By providing HEAL: Pilates with such communication or material, you hereby grant HEAL: Pilates a non-exclusive, royalty-free, perpetual, transferable, irrevocable, and

fully sublicenseable right to use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

6. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HEAL: PILATES MAKES NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED BY YOU FROM OR THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. HEAL: PILATES MAY MAKE CHANGES TO THE SERVICES, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCT OR SERVICE LISTED HEREIN, AT ANY TIME WITHOUT NOTICE.

THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

You understand and agree that temporary interruptions in service may occur as normal events.

Content available from or through the Service often represents the opinions and judgments of an information provider, user, or other person or entity not connected with us. HEAL: Pilates does not endorse, nor is it responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized HEAL: Pilates spokesperson speaking in his/her official capacity.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability

IN NO EVENT SHALL HEAL: PILATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Termination of Use

In the event you violate any provision of the Terms of Use, you agree that HEAL: Pilates may at any time, and at its sole discretion, terminate your account or use of some or all of the Service. HEAL: Pilates may also discontinue or change the Service or its availability to you at any time and for any reason, without prior notice or liability.

9. Governing Law

The Service is controlled by us from our office within the state of California, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this site both of us agree that these Terms of Use and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions.

10. Entire Agreement

These Terms of Use, together with HEAL: Pilates's Privacy Policy, constitute the entire agreement and understanding between you and us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

11. Arbitration

If a dispute arises between you and HEAL: Pilates, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you agree that we will resolve any claim or controversy at law or equity that relates to or arises out of the Terms of Use (a "Claim") in accordance with the subsections below.

General. You and HEAL: Pilates agree that any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof will be settled by binding arbitration; except that either party retains the right to bring an individual action in small claims court. You acknowledge and agree that you and HEAL: Pilates are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and HEAL: Pilates otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Arbitration" section will be deemed void. Notwithstanding the foregoing, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property or proprietary rights.

Arbitration Rules, Jurisdiction and Venue. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Section of these Terms of Use. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1 -800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section. The exclusive jurisdiction and venue of any action taken in a small claims court as contemplated by these terms will be the courts located in the State of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/si.asp?id=3477.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

This "Arbitration" section shall survive any expiration or termination of your relationship with HEAL: Pilates.

12. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against HEAL: Pilates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. HEAL: Pilates may freely assign its rights and obligations under these Terms of Use.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by HEAL: Pilates to enforce or exercise any provision of these Terms of Use shall not constitute a waiver of that right or provision.

13. Contact Information

All notices shall be in writing and shall be made either via email or postal mail. Please contact us at HEAL: Pilates, LLC, 1053 Solano Ave, Albany CA 94706. Our telephone number is (510) 679-5055 and our email address is healpilatesstudio@gmail.com.

Privacy Policy

1. Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. Our privacy policy is designed to inform you of the types of information we collect, how we use that information, and the circumstances under which we will share it with third parties.

2. Information Collection and Use

Types of Information Collected.

HEAL: Pilates, LLC ("HEAL: Pilates") provides the healpilates.com website (the "Service") to you, the user, subject to your compliance with the Terms of Use. HEAL: Pilates is the sole owner of the information collected from the Service. HEAL: Pilates will not sell, share, or rent this information to others in ways differently than we have disclosed in this statement. HEAL: Pilates collects information from users of the Service. Examples of the types of nonpublic personal information collected are:

- Name (First and Last)
- Username
- Password
- Telephone Number
- Mailing and Billing Address
- Names of Family Members
- Record Purchases
- Previous and Upcoming Appointments and Schedules
- Order Information
- Credit Card, Debit Card, or Other Payment Information
- IP Address

HEAL: Pilates uses such information to provide you with the Service. For example, we use such information to respond to specific requests from users, to notify users about products, services, and upcoming or past appointments and schedules, and to process credit card, debit card, or other payment transactions for users. HEAL: Pilates may also use such information to protect the security and integrity of the Service and to help HEAL: Pilates better understand Service usage by users.

Additionally, HEAL: Pilates collects nonpublic personal information about your transactions with us, our affiliates and others from information we receive from you on forms and information about your transactions with us, our affiliates, third party vendors, and others.

Use of Third Party Service Providers.

HEAL: Pilates may also retain other companies and individuals as service providers to perform functions on its behalf which assist in performing internal functions necessary to operate and provide the Service, including but not limited to development and maintenance of the Service. Such third parties may collect information about you and your use of the Service through HEAL: Pilates or on their own, and HEAL: Pilates may share your personal information with such third parties. HEAL: Pilates requires such third parties to keep such information confidential and to only use such information as necessary and for the purpose it was provided.

Government Disclosure

We may disclose any information to governmental authorities or private parties, to the extent we deem that it is necessary, in our sole discretion, in order to comply with any applicable law, regulation, legal process, investigation or governmental request. We may also disclose such information where we believe it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or violations of the Terms of Use, or as otherwise required or permitted by law or consistent with legal requirements.

3. Cookies

HEAL: Pilates may use cookies, log files or similar technologies to track usage of our Service. A cookie is a data file that resides on your computer, and which allows HEAL: Pilates to recognize you when you return using the same computer and web browser.

Cookies used in connection with the Service may be session cookies (temporary cookies that identify and track users of the Service which are deleted when you close your browser or leave your session) or persistent cookies (cookies which enable our Service to “remember” who you are and to remember your preferences and which will stay on your computer or device after you close your browser or leave your session).

For instance, if HEAL: Pilates uses a cookie to identify you, you would not have to log in a password more than once, thereby saving time while using the Service. Cookies can also enable HEAL: Pilates to track and target the interests of users to further enhance the Service. Some third parties that HEAL: Pilates partners with may also use cookies (for example, advertisers and third party retail partners). HEAL: Pilates has no access to or control over such third party cookies.

How We Respond To Do Not Track Signals.

Please note that your browser setting may allow you to automatically transmit a “Do Not Track” signal to web sites and online services you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many web sites and online services, HEAL: Pilates does not alter its practices when it receives a

“Do Not Track” signal from a user’s browser. To find out more about “Do Not Track”, please visit <http://www.allaboutdnt.com>.

4. Log Files

We collect and use IP addresses to analyze trends, administer the site, track user’s movement, and gather broad demographic information for aggregate use. IP addresses are in some instances linked to personally identifiable information.

5. Links

The Service may contain links to other websites or applications. Please be aware that HEAL: Pilates is not responsible for the privacy practices of such other websites or applications. HEAL: Pilates encourages you to be aware when you leave the Service and to read the privacy statements of each and every website or application that collects personally identifiable information. This privacy statement applies solely to information collected by the Service.

6. Mobile Use

If you use the Service through a mobile device or one of our mobile applications, HEAL: Pilates will collect usage data, which may include your mobile carrier. If you have opted-in to share your precise location with us through one of our mobile applications, you can turn off the collection of precise location information through your device settings. We may still be able to infer your approximate location through other information we collect, such as your IP address or zip code information obtained in search queries. You agree that HEAL: Pilates may store and use that information for security purposes (for example, for user verification). You also acknowledge and agree that use of the Service through a mobile device may cause data to be displayed on and through your mobile devices which may be viewed by your mobile carrier or other access provider.

HEAL: Pilates may use any telephone number you provide as part of the Service. For example, HEAL: Pilates may use the telephone number to notify users via telephone, text or other electronic means about products, services, and upcoming or past appointments and schedules. HEAL: Pilates does not have a separate charge for this service; however, message and data rates may apply from your mobile carrier. By using the Service, you consent to participate in this service and approve any resulting charges from your mobile carrier. Charges for text messages may appear on your mobile phone bill or be deducted from your prepaid balance.

7. Security

HEAL: Pilates takes commercially reasonable steps to protect personal information you provide from loss, misuse, and unauthorized access, disclosure, alteration, or destruction.

If you have any questions about the security of the Service, you can send a written communication to the contact listed under the section "Contact Information."

8. Site, Application and Service Updates

HEAL: Pilates may also send the user service announcements and updates regarding the Service. HEAL: Pilates communicates with the user to provide requested services and in regards to issues relating to their account via email, mail, and/or phone.

9. Correction/Updating Personal Information

If a user's nonpublic personally identifiable information changes (such as zip code), or if a user no longer desires to use the Service, HEAL: Pilates will endeavor to provide a way to correct, update or remove that user's personal data from the Service. This can be done by sending a written communication to the contact listed under the section, "Contact Information."

10. Opt-Out Requirements

As provided in this policy, HEAL: Pilates only provides your nonpublic personal information to a nonaffiliated third party in conjunction with the Service that you have requested that we provide to you. All nonaffiliated third parties to whom HEAL: Pilates discloses your nonpublic personal information are contractually prohibited to disclose or use the information other than to carry out the transactions that you have requested. Accordingly, there is nothing for a user to opt out of with respect to how HEAL: Pilates currently uses their non-public personal information.

11. Notification of Changes

HEAL: Pilates will post changes to this privacy policy on its website so users are aware of what information it collects, how that information is used, and under what circumstances, if any, it is disclosed to third parties. If at any point HEAL: Pilates decides to use personally identifiable information in a manner different from that stated at the time it was collected, HEAL: Pilates will notify users so as to enable users to "opt-out." HEAL: Pilates will use information in accordance with the privacy policy under which the information was collected.

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