

TERMS OF USE

Effective Date: 2/1/2021

Welcome to <https://tejasyogachicago.com/> (the “Website”) operated by Tejas Yoga, LLC (collectively, “Tejas,” “Company,” “we,” “us,” “our”). These are the terms of use (the “Terms of Use”) that govern the use of this Website and the agreement that operates between you and Tejas. By using the Website, you agree that the Terms of Use is enforceable against you and that you are legally bound by these Terms of Use. If you do not accept the terms of these Terms of Use, you should leave the Website and discontinue use of the Website.

Ownership of Content

As between you and Tejas, Tejas owns, solely and exclusively, all right, title, and interest in and to the Website and all content including without limitation the audio, video, writings, photographs, illustrations, graphics, software, data, testimonials, and materials thereon (collectively, the “Content”), the look of the Website and any intellectual or proprietary rights therein. You may download the Content displayed on the Website for your non-commercial use only. You may not remove or alter any intellectual property or proprietary legends or notices contained on the Content. You may not distribute, modify, transmit, reuse, repost, or make derivative works using any of the Content for commercial purposes.

Provision of Content

If you provide or contribute content to Tejas for publication on the Website, you hereby grant Tejas a non-exclusive, perpetual, worldwide, irrevocable license to use such content. In most cases, Tejas will only use this content on its Website, but Tejas reserves the right to use this content in other ways, such as using it make derivative works which may be commercially exploited by Tejas or as listed in the Privacy Policy. You agree that Tejas may use your content for these purposes without making any payment to you. If you are not willing to grant Tejas these rights, please do not provide or contribute content to our Website. Please make sure that any content you provide or contribute does not infringe on the intellectual property rights of any third party. For example, if you upload a video or a photograph, make sure that you are the author of the work and that you have full intellectual rights to such work. Do not upload content to which you don’t own the rights. For feedback that you provide to Tejas, you assign all rights, title, and interest. If for any reason such assignment is ineffective, you agree to grant Tejas a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify, or exploit such feedback without restriction.

Links to Other Websites

We may display links to and/or advertisements of third-party websites (Third-Party Sites”) or products that are not provided by Tejas. The display of such links or ads does not constitute or imply our sponsorship, endorsement, or approval of the Third-Party Site, and we are not responsible for or make any representation or warranty regarding the Third-Party Site. If you choose to use Third-Party Sites, you do so at your own risk. We encourage you to conduct your own research and due diligence regarding such third parties and their products. You understand that when using Third-Party Sites, you are subject to the terms of use of such Sites, and not to our Terms of Use. Any claim you may have against Third-Party Sites must be brought directly against such Sites. You acknowledge and agree that under no circumstances will Tejas be liable for any act or omission of a Third-Party Site or for any injury, loss, or damage incurred by you as a result of your use of Third-Party Sites or any goods or services offered on such Sites.

Using Tejas Services

Tejas offers an array of services for purchase available on or through its Website as well as at its physical locations (“Services”). When using the Services, you agree not to: (a) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (b) use racially, ethnically, or otherwise offensive language; (c) discuss or incite illegal activity; (d) use abusive, threatening, violent, explicit or obscene language or solicit/post sexually explicit images (actual or simulated); (e) post or transmit any content or communications that exploit children or minors or that depicts cruelty to animals; (f) post or transmit any copyrighted or trademarked materials, or materials that constitute trade secrets, or are subject to patents or other intellectual property rights, without the express permission from the owner; (g) disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitation; (h) use any robot, spider, scraper or other automated means to access the Services; or (i) take any action that imposes an unreasonable or disproportionately large load on our infrastructure or the infrastructure of our third party service providers. This list of prohibitions provides examples and is not complete or exclusive. The parties agree that your violation of this provision is material under these Terms of Use.

Tejas may report to law enforcement authorities and its suppliers any actions that may be illegal or otherwise in breach of the Terms of Use, and any reports it receives of such conduct. When legally required or at Tejas’s discretion, Tejas will cooperate with law enforcement and regulatory agencies and its suppliers in any investigation of alleged illegal activity involving the Services.

Health Disclaimer and Representations

By using the Website you recognize that you are participating in yoga classes, health programs, video and audio programs, workshops and/or other wellness, exercise and healing arts activities offered by Tejas both in the physical facilities of the studio or online (collectively, the “Activities”). You recognize that you must be in adequate physical and mental health to participate in the Activities. You understand that the Activities may require intense physical exertion, and you represent and warrant that you are physically fit enough to participate and you have no medical condition which would prevent your full participation in the Activities. You recognize that the Activities may cause or aggravate a physical injury or medical condition. You understand that it is your responsibility to consult with a physician before your participation in the Activities.

You understand that it is your responsibility to judge your physical and mental capabilities for the Activities and to ensure that, by participating in the Activities, you will not exceed your capabilities while performing such activity. You will select the appropriate level of classes for your skills and abilities, as well as for any limitations you have. You understand that instructors may suggest the use of props, equipment, poses, modifications, and instruction and it is your sole responsibility to determine if any such instructions are appropriate for your level of ability and physical and mental condition.

You understand that Tejas is not a medical organization. Its instructors and staff are not medical doctors and they cannot and will not give you any medical advice or diagnosis. Nothing contained in the Website should be construed as any form of medical advice or diagnosis.

Prices Policy

Tejas reserves the right to revise its prices at any time prior to accepting your request for goods or services (“Order”).

The prices quoted may be revised by Tejas subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of Tejas. In that event, you will have the right to cancel your Order.

Subscriptions

- Subscription period: Tejas may offer services or access to the Service offered on a subscription basis (“Subscription”). The Service or some parts of the Service are available only with a paid Subscription. You will be billed in

advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription. At the end of each period, your Subscription will automatically renew under the exact same conditions unless you cancel it or Tejas cancels it.

- Subscription cancellations: You may cancel your Subscription renewal either through your Account settings page or by contacting Tejas. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

You shall provide Tejas with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, Tejas will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Tejas, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

Tejas will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by Tejas on a case-by-case basis and granted at the sole discretion of Tejas.

Promotions

Tejas may offer from time to time contests, sweepstakes or other promotions offered through the Service (“Promotions”). Any Promotions made available through the Service may be governed by rules that are separate from these Terms of Use.

If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the Promotion rules will apply.

User Accounts

Tejas may offer a unique account created for you to access our Service or parts of our Service (“Account”). When you create an Account with Tejas, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a Third-Party Social Media service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Order Cancellation

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to goods or services availability, errors in the description or prices for goods or services, or errors in your order.

Termination

We may terminate or suspend your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms of Use.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your Account, you may simply discontinue using the Service.

“AS IS” and “AS AVAILABLE” Disclaimer

The Service is provided to you “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Tejas, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Tejas provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Tejas nor any of Tejas’s provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of Tejas are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Indemnity and Waiver of Liability for Personal Injury

In further consideration of being permitted to participate in the Activities (either online or at the physical facilities), you knowingly, voluntarily, and expressly waive any “Claim” (as defined below) you may have against Tejas, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a “Released Party”) that you may sustain as a result of participating in the Activities (either online or at the physical facilities) at Tejas even if the Claim arises from the negligence of any Released Party or anyone else.

You agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else.

“Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, illness or death that you may suffer, my spouse, children or

unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity (either online or at the physical facilities) as a result of participating in any such Activity.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Tejas or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of the Terms of Use), even if Tejas or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Notwithstanding any damages that you might incur, the entire liability of Tejas and any of its suppliers under any provision of these Terms of Use and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you through the Service for the past six (6) months.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, the Content or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Governing Law

Any legal action brought against the Tejas shall be governed by the laws of the State of Illinois without regard to its conflicts-of-law rules. Any claim asserted against the Tejas shall be heard and determined in the federal or state courts located in Cook County, Illinois. Users of the Website agree not to commence any litigation relating to the use of any of the Website, except in courts located in Cook County, Illinois.

Severability

If any provision of these Terms of Use is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms of Use shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Changes to the Terms of Use

We may change these Terms of Use from time to time in the exercise of our discretion and we will post a notice on the Website in the event we make a change. Your continued use of the Website following our posting of any such changes means that you have accepted those changes.

Contacting Us

If you have any questions about these Terms of Use, contact us at:

Email: info@tejasyogachicago.com

Address: Tejas Yoga, 1345 South Michigan Ave., Chicago, IL. 60605