

## **YogaBlaze Terms**

We welcome you to the YogaBlaze site and ask you to review these Terms of Use.

YogaBlaze offers friends an opportunity to expand and meet friends-of-friends who embrace the Yoga lifestyle, in a known, trusted environment and save valuable time in connecting with the best people, leads and information. Whether you're looking for a Yoga Studio or Trip, a job, a wholestic dentist, or a babysitter that meditates, your YogaBlaze Network of Friends is the best place to find what you're looking for and connect with people who share your interests.

To become a free or paid member of YogaBlaze, you must read and accept all of the terms and conditions of this agreement and the Privacy Policy. If you do not agree to be bound by the terms after you read this Agreement, you may not use the YogaBlaze service.

You agree that we may modify the terms of this Agreement or the Privacy Policy, in our sole discretion, by posting amended terms to this website. Your continued use of the service indicates your acceptance of the amended Terms of Service Agreement.

*THE SERVICE.* The Service is provided by YogaBlaze and you understand and agree to the following: (a) if you choose to register, you must submit a valid e-mail address and select a password and user name during the registration process; (b) You are responsible for maintaining the confidentiality of your member name and password, and all uses of your account -- whether or not you've authorized such use; (c) You agree to notify YogaBlaze immediately of any unauthorized use of your account and (d) You are at least 18 years of age. YogaBlaze will not be held liable for any loss or damage for non-compliance. In addition, you understand and agree that the content of all users, including your content, will be collected, aggregated and anonymously integrated into the YogaBlaze Service and that YogaBlaze will use aggregated data collected from you and other users for statistical and analytical reporting purposes. You understand, and agree that, unless expressly stated, YogaBlaze in no way controls, verifies, or endorses any of the information contained on or in the YogaBlaze service, including links, events, messages, message boards and members published listings & content.

*REGISTRATION PROCESS.* Although registration is not required to use the Service, (any content in the public areas on this site may be viewed by anyone whether registered or not), if you decide to register for the Service, you must complete the YogaBlaze create profile screen. As part of the registration process for the Service, you agree to: (a) provide certain limited information about you as prompted to do so by the Service (such information to be current, complete and accurate); and (b) maintain and update this information as required to keep it current, complete and accurate. The information requested upon original sign up shall be referred to as registration data ("Registration Data"). YogaBlaze reserves the right to delete accounts created by users who appropriate the name, likeness, email address, or other personally identifiable information of another individual. YogaBlaze reserves the right to refuse the Service to any user.

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You shall not remove, cover or obscure any trademark, copyright and other proprietary notices or legends included on the Service. You understand and agree that any uploading or posting will be at your sole risk and YogaBlaze shall not be responsible to you in any way. Further, YogaBlaze does not provide any warranty as to your use of any third party content or software that you obtain from the YogaBlaze site.

YogaBlaze respects the intellectual property of others and we require that our users and members do the same. You may not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information that you do not have legal authorization to use.

*USER CONDUCT.* You agree to act responsibly and to treat other users and members with respect.

*CONTENT.*

You are fully responsible for any content you post on this service, including, but not limited to, personal profile(s), message boards, listings, events, testimonials, e-mail messages - and the consequences of any such content.

You understand and agree that YogaBlaze may review from time to time and delete any content that violates this Agreement or which might be offensive, illegal, or harm the safety of or violate the rights of other users and members.

Content that is illegal or prohibited, includes, but is not limited to, material, text, graphics, video or audio that:

- Is unlawful, harassing, libelous, abusive, threatening, harmful, bigoted, racially offensive, obscene or otherwise objectionable
- Displays sexually explicit material of any kind
- Encourages conduct that could constitute a criminal offense, gives rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation
- Transmits or posts any unsolicited or unauthorized advertising, "spam," junk mail, chain letters, etc.
- Transmits or posts any content that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights
- Transmits or posts any viruses or material designed to disrupt, limit or destroy any functionality of any computer software or hardware of users, members or the YogaBlaze service
- Collects, stores or solicits information about other users or members for commercial or unlawful purposes or engage in commercial activity such as contests, sweepstakes, etc. without YogaBlaze prior consent

- Advertises any illegal services or the sale of any items prohibited or restricted by applicable law
- Has misleading email addresses or other manipulated identifiers to disguise its origin
- If you are exposed to such prohibited material - you waive your right to any damages related to such exposure. Such material should be immediately reported to: info@yogablaze.com.

*LINKS TO THIRD PARTY SITES.* Any links included within YogaBlaze that take users out of the YogaBlaze site are not under the control of YogaBlaze shall not be responsible for the content of any linked site or any link contained in a linked site. All such sites shall be subject to the policies and procedures of the owner of such site. We encourage you to read those policies and know your rights.

*TRANSACTIONS WITH ORGANIZATIONS OR INDIVIDUALS.* YogaBlaze shall not be liable for your interactions with any organizations and/or individuals found on or through the YogaBlaze service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between you and such organizations and/or individuals. You agree that YogaBlaze is not responsible for any damage or loss incurred as a result of any such dealings. YogaBlaze is under no obligation to become involved in disputes between participants on the site, or between participants on the site and any third party. In the event of a dispute, you release YogaBlaze, its officers, employees, agents and successors in rights from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our service.

*PRIVACY.* Please see our Privacy Policy incorporated herein by reference.

*TERMINATION.* YogaBlaze reserves the right to refuse membership to anyone. YogaBlaze may terminate your membership and any and all information, communications or postings, at any time, without notice, for conduct that violates this Agreement.

*DISCLAIMER OF WARRANTIES.* YOU EXPRESSLY AGREE THAT USE OF THE SERVICES AND/OR ANY GRAPHICS OR OTHER CONTENT YOU DOWNLOAD FROM THE YOGABLAZE SITE IS AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF FILES, SOFTWARE, SERVICES AND/OR ANY GRAPHICS OR OTHER CONTENT. THE SERVICES AND/OR ANY GRAPHICS OR OTHER CONTENT YOU DOWNLOAD FROM THE YOGABLAZE SITE ARE PROVIDED ON AN "AS IS" BASIS. YOGABLAZE, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER YOGABLAZE, NOR ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY THAT THE SOFTWARE, SERVICES AND/OR ANY GRAPHICS OR OTHER CONTENT YOU DOWNLOAD FROM THE YOGABLAZE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE

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*INDEMNITY.* YOU HEREBY AGREE, AT YOUR EXPENSE, TO INDEMNIFY, DEFEND AND HOLD YOGABLAZE HARMLESS FROM AND AGAINST ANY LOSS, COST, DAMAGES, LIABILITY, AND/OR EXPENSE ARISING OUT OF OR RELATING TO (A) THIRD PARTY CLAIMS, ACTIONS OR ALLEGATIONS OF INFRINGEMENT BASED ON INFORMATION, DATA OR CONTENT YOU SUBMITTED IN CONNECTION WITH THE SERVICE, (B) ANY FRAUD OR MANIPULATION, OR OTHER BREACH OF THIS AGREEMENT, BY YOU, OR (C) THIRD PARTY CLAIMS, ACTIONS OR ALLEGATIONS BROUGHT AGAINST YOGABLAZE ARISING OUT OF YOUR USE OF THE SERVICE OR SOFTWARE.

*GENERAL TERMS.* If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. YogaBlaze failure to act with respect to a breach by you does not waive YogaBlaze right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns. YogaBlaze shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond YogaBlaze reasonable control. Any notice required or given to you under this Agreement shall be delivered by electronic mail at the e-mail address provided by you during registration.

*SPECIAL ADMONITIONS FOR INTERNATIONAL USE.* As a consequence of the global nature of the Internet, you agree to comply with all local rules regarding user conduct on the Internet and acceptable content. Specifically, you agree to comply with all applicable laws regarding the

transmission of technical data exported from the United States or the country in which you reside.

This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. You understand and agree that you are solely responsible for reviewing the terms of this Agreement from time to time. Any continued use of the Software or Service by you after such amended terms have been posted or information regarding such amendment has been sent to you, shall be deemed your consent and agreement to such amended terms.