

Claim of Respect (Terms of Use Policy)

Last updated: 01/28/2017

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.bodymindbusiness.com> website (the "Site") operated by BodyMindBusiness, LLC ("we", "us", "our"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Guidelines of Respect

You are claiming by using this website that you are in agreement with the claims outlined below and that you intend to comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose. We are looking forward to developing relationships with all our users.

In the event that you initiate and engage with us we claim, in our truth and on your behalf, to know who you are, what you are and how you serve. In reciprocity of this claim you also claim to know who we are, what we are and how we serve. In alignment with these claims the following behavior will be honored:

- You will not upload, post, email, transmit, or otherwise make available any content that:
 - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
 - discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information.
- You will not "stalk," threaten, or otherwise harass another person;
- You will not spam or use the Websites to engage in any commercial activities;
- You will not access or use the Websites to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Websites;
- You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not align to our truth.

2. Claim of Maturity

The Site is available for individuals aged 13 years or older unless accompanied by a parent or guardian. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

3. Agreement to Respect Content

The Site contains or may contain material, such as videos, exercises, claims of truth, photographs, software, text, graphics, images, sound recordings, and other material provided by or on behalf of BodyMindBusiness, LLC (collectively referred to as the "Content"). The Content may be owned by us or third parties. Recognizing that we are in agreement with applicable laws and authorities both in the United States and in foreign countries, please be reminded that the Content is protected under both United States and foreign laws.

Unauthorized use of the Content may violate copyright, trademark, and other laws. Please get permission first before using content for any purposes other than outlined herein, issued through instructions on the Site or for personal use. When and if you use content please retain all copyright and other proprietary notices contained in the original Content.

4. Claim of Contact

The intention of the Site is to initiate a relationship with our users and raise the vibration of all who read through our content. We encourage users to email us. Upon emailing us please follow

the Respect Guidelines in your messages. All exchanges should be for the highest good of both parties. We do not want you to email us any content that contains confidential information or infringes on any copyright, trademark or other applicable laws.

5. Freedom from Warranties and Liability

Issuing from our claim of freedom, we offer no warranties on the content of this site or the performance of the site. In case this is not clear we have included some legal mumbo jumbo below. When you access the Site you are agreeing that you will not file any frivolous lawsuits against us for any reason. While our content resonates with truth, it is our truth and not intended to coerce or convince others of its value. And in truth, eternal unchanging truth, a lie will not be held. By using the Site you are choosing to refrain from abnegating your authority to us and will take sole accountability for the results, events, revelations and outcomes that might proceed from using our content.

THE WEBSITES AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITES WILL OPERATE ERROR-FREE OR THAT THE WEBSITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITES OR THE CONTENT SHALL BE LIMITED TO THE FEES YOU HAVE PAID US IN CONNECTION WITH ANY PURCHASES YOU HAVE MADE FROM US DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

THE WEBSITES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITES. THE WEBSITES MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITES DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES AT ANY TIME WITHOUT NOTICE.

6. Links to External Sites

The Site may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such

External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

7. Agreement with Applicable Laws

The Websites are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8. Freedom to Terminate

We are free to do whatever we want with our website within the boundaries of legal jurisdictional governance and as such we reserve the sole discretionary right to restrict, suspend, or terminate this Agreement and your access to all or any part of the Websites, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites at any time without prior notice or liability. The following sections shall survive any termination of this Agreement: "Respect Guidelines", "Intellectual Property," "Freedom from Warranties; Limitation of Liability," "Termination of the Agreement," "Controlling Law," "Binding Arbitration," "Class Action Waiver," and "Miscellaneous."

9. Digital Millennium Copyright Act

BodyMindBusiness respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any Content deemed to have been posted or distributed in violation of any such laws.

Our designated agent under the Digital Millennium Copyright Act (the "Act") for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

BodyMindBusiness, LLC
2318 Garey Ln
Filer, ID 83328
info@bodymindbusiness.com

10. We love Idaho

This Agreement and any action related thereto will be governed by the laws of the State of Idaho without regard to its conflict of laws provisions.

11. Freedom to disagree

In the event of a dispute arising under or relating to this Agreement, the Content, or the Websites (each, a “Dispute”), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act (“FAA

12. Freedom from collective disagreement

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

13. Miscellaneous

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.