

Villager Yoga and Villager Yoga Mobile Studio Privacy Policy

Villager Yoga Mobile Studio and Villager Yoga ("Villager Yoga") has prepared this privacy policy ("Policy") to describe our privacy practices. We also use it to periodically inform you about changes on/to the Websites offered by Villager Yoga ("Website") and new products and services.

By using this Website, you agree to the terms of this Privacy Policy. You shouldn't use the Website if you don't agree with this Privacy Policy or any other agreement that governs your use of the Website.

What Information Does Villager Yoga Collect?

When visiting Villager Yoga's Website, you may choose to supply Villager Yoga with information that identifies you personally. This information may include:

Personal information such as your name, e-mail address and an account password

Billing information such as credit card or other payment account information which we maintain in encrypted form on secure servers

Practice information such as video plays and progress of your usage of our videos, and the time and date a video was played

We use the information you provide about yourself to complete the transaction for which the information is intended. Such transactions may include: completing an order, replying to support requests, or contacting you if you have granted us permission to do so. We also use your name, e-mail address and other information on our system to notify you of new product releases, service notifications, events, and to solicit your feedback and input, or to send you marketing materials and/or Villager Yoga newsletters or other information we think you would be interested in, unless you notify Villager Yoga that you do not wish to receive such materials. Please contact us to request that you not be sent any or all of such information. We do not share this information with outside parties without your permission except to the extent that is necessary to administer the services we offer our end-users or to comply in responding to subpoenas, court orders or other legal proceedings.

The Website may use "cookies" and other technologies to study traffic patterns on the Website, to customize your experience, and provide greater convenience each time you interact with us. The Site may also gather certain information automatically and store it in log files; such information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, and/or a date/time stamp.

Finally, we never use or share the personally identifiable information provided to us online in ways or for reasons unrelated to the ones described above without also providing an opportunity to opt-out or otherwise prohibit such unrelated uses.

Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and managerial procedures reasonably designed to safeguard and secure the information we collect online.

We use SSL (Secure Socket Layer) encryption to secure personal identification. In addition, personnel who have access to our database are trained to maintain and secure all information.

Changes To This Policy

Please note that this Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any Policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Policy changes).

Contact Information

Villager Yoga

3150 Overton Rd.

Birmingham, AL 35223

205-262-2012

Terms of Use

These Terms and Conditions of Use (“Terms of Use”) apply to the web site located at www.villageryoga.com, and all associated sites linked to www.villageryoga.com, its subsidiaries and affiliates, (collectively, “Site”). The Site is the property of Villager Yoga and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Villager Yoga reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. It is your responsibility to check these Terms of Use periodically for changes; your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Villager Yoga grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Villager Yoga, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided herein, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Villager Yoga’s express prior written consent.

The Site and Content are subject to change without notice.

Purpose of the Site

The Site has been created and is maintained for personal exercise, information, entertainment, and education. Villager Yoga is not responsible for injuries incurred in the course of using the Site or products or services offered herein; you alone are responsible for determining your physical limits and the wisdom of undertaking any course of action recommended or taught on the site or in products or services offered herein. Villager Yoga offers no warranties or guarantees regarding improvement of physical conditioning or health as a result of using the Site or products or services offered herein. Always consult a physician before using this or any other wellness or exercise program.

Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Villager Yoga reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Villager Yoga server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user or visitor to the Site, or any other customer of Villager Yoga, including any Villager Yoga account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Villager Yoga’s systems or networks, or any systems or networks connected to the Site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Villager Yoga on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Villager or others.

The manner and quality of viewing, listening to, downloading, or otherwise using material on the Site is affected by your particular system.

Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site such as promotions, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Unless otherwise agreed in writing, you agree to immediately pay for any and all products or services you purchase on the Site. Payment may be required before said products or services are delivered or made available for delivery to you.

Villager Yoga's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Villager Yoga may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Villager Yoga makes no commitment to update the materials on the Site with respect to such products and services.

Accounts, Passwords, and Security

Certain features or services offered on or through the Site may require you to open an account (including setting up a Site ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Villager Yoga immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Villager Yoga or any other user of or visitor to the Site due to someone else using your Villager Yoga ID, password or account.

You may not use anyone else's Site ID, password or account at any time without the express permission and consent of the holder of that Site ID, password or account. Villager Yoga cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

You acknowledge and agree that Villager Yoga may preserve any transmittal or communication by you through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Villager Yoga determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Villager Yoga, its employees, users of or visitors to the Site, and the public.

You are advised to take precautions to protect your personal data when you are on the Internet: Change your passwords often using a combination of letters and numbers, and use a secure web browser.

The Site may use "cookies" and other technologies to study traffic patterns on the Site, to customize your experience, and provide greater convenience each time you interact with us. The

Site may also gather certain information automatically and store it in log files; such information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

Links to Other Sites

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Villager Yoga's control, and Villager Yoga is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites and the handling of information or materials you or others might provide to the Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

VILLAGER YOGA DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. YOGADOWNLOAD CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. VILLAGER YOGA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VILLAGER YOGA DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY RELATED SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST VILLAGER YOGA FOR DISSATISFACTION WITH THE SITE OR ANY AFFILIATED CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Villager Yoga reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Villager Yoga be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Villager Yoga has been advised of the possibility of such damages.

Where allowed by law, if, notwithstanding the other provisions of these Terms of Use, Villager Yoga is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Villager Yoga's liability shall in no event exceed the greater of (1) the total of any fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Villager Yoga, or (2) US\$100.00.

Indemnity

You agree to indemnify and hold Villager Yoga, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Villager Yoga by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

You agree that Villager Yoga may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Villager Yoga, for which monetary damages would be inadequate, and you consent to Villager Yoga obtaining any injunctive or equitable relief that Villager Yoga deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Villager Yoga may have at law or in equity.

You agree that Villager Yoga may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Villager Yoga does take any legal action against you as a result of your violation of these Terms of Use, Villager Yoga will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Villager Yoga. You agree that Villager Yoga will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Alabama without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Jefferson County, Alabama, and waive any objection to such jurisdiction or venue.

Void Where Prohibited

Villager Yoga administers and operates the www.villageryoga.com Site from its location in Birmingham, Alabama. Villager Yoga reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for

any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Villager Yoga with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Villager Yoga with respect to such use are hereby superseded and cancelled. Villager Yoga will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Villager Yoga's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Villager Yoga of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Villager Yoga and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

App End User License Agreement

Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using our Site.

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

License

Villager Yoga grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Site solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Restrictions

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Site or make the Site available to any third party.

Modifications to Site

Villager Yoga reserves the right to modify, suspend or discontinue, temporarily or permanently, the Site or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by Villager Yoga.

Villager Yoga may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Villager Yoga, in the event that you fail to comply with any provision of this Agreement.

Upon termination of this Agreement, you shall cease all use of the Site.

Severability

If any provision of this Agreement 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.

Amendments to this Agreement

Villager Yoga reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 (changes this) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.