

# Terms and Conditions - Natural Pilates & Bodyworks, LLC

Effective Date: February 1, 2023

Last Updated: February 12, 2024

For a listing of our current studio locations and the available classes for each, please visit [www.naturalpilates.com](http://www.naturalpilates.com).

## I. Application of These Terms And Conditions (the "Natural Pilates" Agreement)

This website is operated by Natural Pilates & Bodyworks, LLC, which includes all subsidiaries of "Natural Pilates", "Natural" we, "us", or "our"). These terms and conditions ("Terms") govern your relationship with Natural Pilates, including, but not limited to, your use of the Natural Pilates Website [www.naturalpilates.com](http://www.naturalpilates.com) (the "Website") and the Natural Pilates Mobile Application (the "App"), your purchase of Natural Pilates classes, your rights to cancel your purchase of classes, your registration for classes, your purchase of merchandise, your communication with Natural Pilates, and your use of and attendance at Natural Pilates studios.

These Terms incorporate by reference our PRIVACY POLICY.

## II. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

### A. Informal Dispute Resolution

At Natural Pilates, we believe every client and community member matters. Our goal is to do our best to ensure that every experience with our studio exceeds your expectations. If that doesn't happen, we hope you will give us the opportunity to try to address any problem. To that end, please email us at [info@naturalpilates.com](mailto:info@naturalpilates.com) or write to us at Natural Pilates & Bodyworks, 9869 Santa Monica Blvd, Beverly Hills 90212. Please include: (1) your name, (2) your address, (3) a description of your concerns, and (4) a description of the specific relief you seek.

### B. Arbitration Agreement

By accepting the Terms, you and Natural Pilates & Bodyworks, LLC agree to submit any and all Disputes (as defined below) to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which shall govern the interpretation and enforcement of this arbitration agreement ("Arbitration Agreement"). Arbitration shall be before either (1) JAMS (formerly known as Judicial Arbitration and Mediation Services), [www.jamsadr.com](http://www.jamsadr.com), or (2) the American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org). If you initiate arbitration, you shall have the choice between these two arbitration forums; if Natural Pilates initiates arbitration, it shall have the choice as between these two arbitration forums.

WE EACH AGREE THAT, EXCEPT AS PROVIDED IN THE DEFINITION OF DISPUTES BELOW, ANY AND ALL DISPUTES WHICH ARISE AFTER YOU ENTER INTO THESE TERMS AND CONDITIONS WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT BY A JUDGE OR JURY, IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

### C. Class Action Waiver

You agree that the arbitration of any Dispute (as defined below) shall be conducted on an individual, not a class-wide basis, and that no such arbitration proceedings may be consolidated with any other arbitration or other legal proceedings involving Natural Pilates or any other person. You further agree that you, and anyone asserting a claim through you, will not be a class representative, class member, or otherwise participate in a class, representative, or consolidated proceeding against Natural Pilates. We and you agree that the arbitrator of any Dispute between us may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding or

claim (such as a class action, representative action, consolidated action, or private attorney general action).

#### D. Definition of Dispute

Except as described below, the term "Dispute" in this Arbitration Agreement and the Class Action Waiver means any dispute, claim, or controversy between you and Natural Pilates regarding any aspect of your relationship with Natural Pilates, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of the Terms except for the scope, enforceability and interpretation of this Arbitration Agreement.

#### E. How Will the Arbitration Work?

Either you or Natural Pilates may initiate arbitration proceedings. The arbitration will be conducted before a single arbitrator. The arbitration will be an individual arbitration and shall in no event be commenced as a representative or class arbitration.

If you or Natural Pilates initiate arbitration, you and we have a choice of doing so before JAMS or the AAA:

- For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling [1-800-352-5267](tel:1-800-352-5267).
- Which particular rules apply in AAA arbitration will depend on how much money is at issue. For less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes/Consumer Arbitration Rules will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling [1-800-778-7879](tel:1-800-778-7879).
- As set forth in the section of these Terms regarding Choice of Law, the arbitrator shall apply California law.

If required for the enforceability of this Arbitration Agreement under the Federal Arbitration Act, Natural Pilates will pay all arbitrator's costs and expenses. If not, those costs will be paid as specified in the above-referenced rules.

#### F. Where Will the Arbitration Be Held?

You can bring the arbitration in either California or in the state where you live if there is a JAMS or AAA in that state. In the event that Natural Pilates initiates an arbitration, it will only do so in the state where you live before either JAMS or AAA, unless there is no JAMS or AAA in your state, in which case Natural Pilates may initiate the arbitration in California.

### III. NATURAL PILATES AGREEMENT

#### A. Use of the Site by Minors

If you are under 18, you may register and use the Website and App only with the involvement of a parent or guardian. Natural Pilates does not accept the online registration of minors; please do not attempt to register on the Website or App if you are under the age of 18. Registration of a minor is permitted for Natural Pilates classes only and must be completed in person at one of our studios with a parent or guardian. Minors who are at least 12 years of age, meet the minimum height requirement of 4 '11", who have submitted a Minor Waiver Form signed by a parent or guardian, may sign up for Natural Pilates classes online.

#### B. Reservations/Charges/Classes and Gift Cards

In order to make a reservation, you must first buy a single class or a series of classes. To buy an individual class or series of classes online, you can either sign up here [www.naturalpilates.com](http://www.naturalpilates.com) by using your e-mail and creating a password, or if you are already registered, click "login" to buy a series and make your

reservation. Natural Pilates Requests a minimum of 3 private Pilates sessions if clients have never done Pilates before.

In addition to single classes, packages of classes, and memberships, you can also buy a gift certificate. Natural Pilates gift certificates are called "gift cards." Gift cards never expire, and the recipient may use their gift card(s) to purchase classes or any kind of merchandise sold at Natural Pilates. Once a class/package is purchased using a gift card, it will expire, just like any other class/package you buy. When you buy a class, you are only entitled to use that class to book a class in a particular studio at a particular time. You cannot redeem your class for cash, and you cannot transfer it to another client or community member.

Pricing options for all services can change at any time. An email/newsletter notification will be sent out 2 weeks prior to the effective date. Due to potential change in pricing options, classes do expire. The expiration dates are posted in the description of the class or packages of classes on the Website and the App and listed on your receipt. Natural Pilates will honor the purchase price for any classes or packages within the expiration dates.

If you have unused packages or classes that are no longer offered, please contact your home Natural Pilates studio and apply your remaining credit to a new package or single service.

If your single class/package is expired, and you need more time to use it, please contact your home Natural Pilates studio and ask for a package extension.

Monthly memberships can only be used within one month from the start date, and it's a recurring monthly charge. Please visit our membership terms and conditions before purchase.

We love to work with our members, so if you have a problem do not hesitate to contact us to see if we can help work through these issues.

We accept MasterCard, Visa, Discover, and American Express. Cash payments are accepted. You can reserve classes online as long as they are prepaid, in advance, but not later than 1 hour prior to class time.

Your credit/debit card will be charged for your order when you buy your class or series of classes. It is your obligation to ensure that your preferred payment method is current and up to date. If you fail to pay any fees or charges when due, services or privileges may be suspended or terminated. You shall be responsible and liable for any fees, including attorneys' fees and collection costs, that Natural Pilates may incur in its efforts to collect any unpaid balances from you.

### C. Consumers' Right to Cancellation (California)

You have the right to cancel your purchase of Natural Pilates classes. Your right to do so may vary depending on the applicable laws of each state in which Natural Pilates operates studios. As a result, please review the relevant state-specific terms and conditions. In general, you may cancel your purchase of one class or a class series. You may cancel your purchase of a Natural Pilates series within 45 days after your purchase, but only if you have not attended the class(es). To cancel, mail, e-mail or deliver a signed and dated notice which states that you are canceling your purchase, and send it to [info@naturalpilates.com](mailto:info@naturalpilates.com) or mail us at Natural Pilates & Bodyworks at 9869 Santa Monica Blvd, Beverly Hills 90212, Attn.: Manager

Natural Pilates will refund the purchase price of your unused classes within ten days after we receive your notice of cancellation. Clients and community members shall have the option to receive the refund either to the original method of payment or in the form of a Natural Pilates store credit.

#### D. Additional Rights to Cancellation of Purchase of Classes or Series of Classes or Memberships (California)

You or your representative may also cancel your purchase of a class or series of classes for any of the reasons listed below. To do so, you must give us written notice, by e-mail to [info@naturalpilates.com](mailto:info@naturalpilates.com) or by certified or registered mail to Natural Pilates & Bodyworks at 9869 Santa Monica Blvd, Beverly Hills 90212, Attn: Manager. If a representative contacts us, we reserve the right to demand evidence that the representative is authorized to act on your behalf.

You may cancel your contract in any of the following circumstances:

- If you become disabled and, as a result, cannot physically participate in a class you have purchased, and your condition is verified by a doctor, Natural Pilates will refund you the purchase price of your unused class or classes.
- If you die, Natural Pilates will refund your representative the purchase price of your unused class or classes.
- If you move your residence more than 25 miles from a Natural Pilates studio location, you may cancel your purchase and Natural Pilates will refund the purchase price of your unused class or classes.
- If Natural Pilates stops offering classes, you may cancel your purchase.

#### E. Cancellation Policy for Classes, Privates and Semi-private Reservations

In order to cancel a reservation in a Natural Pilates class and return it to your account, you must cancel 12 hours in advance for group classes and 24 hours in advance for private and semi-private sessions. Once your reservation is canceled, the class will be returned to your account to be used at a future date; the class is not refunded. If you haven't canceled within the appropriate time period (12 or 24 hours in advance), your scheduled class will be charged to your series. In case of a last-minute instructor change, you have the chance to choose if you would like to come in or not. For Monthly memberships 4/8/12 classes per month Late cancellations or no shows will result in the loss of a class. For 30 class memberships Late cancels or No shows will result in an additional charge of \$15. Transferring from one class to another within the same day will result in a late cancellation fee of \$20 if the change was done after the 12-hour period.

**CONSUMERS RIGHT TO CANCELLATION (New York):** YOU MAY CANCEL THE NATURAL PILATES AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THIS DATE. For purposes of the NATURAL PILATES Agreement, this date means the date of purchase. Your notice of cancellation must be in writing, signed by you, and mailed by registered or certified United States mail to: Natural Pilates Soho Inc. 206 Spring Street, 10012 NYC.

Your notice of cancellation must be accompanied by the email you received from Natural Pilates confirming your purchase. You will receive a refund within 15 business days of receipt of your notice of cancellation.

**ADDITIONAL RIGHTS TO CANCELLATION (New York):** You may also cancel the Natural Pilates Agreement for any of the following reasons: (1) If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months; (2) If the services cease to be offered as stated in the contract. All moneys paid pursuant to such contract canceled for the reasons contained in this subdivision shall be refunded within 15 days of receipt of such notice of cancellation; provided however that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided that the seller may demand the reasonable cost of goods and services which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within 15 days.

**IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS (New York):** New York State law requires certain health clubs to have a bond or other form of financial security to protect members in the event the club closes. All New York Natural Pilates studios have posted the financial security required by law. YOU MAY ASK A REPRESENTATIVE OF ANY NEW YORK NATURAL PILATES STUDIO FOR PROOF OF NATURAL PILATES COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, 162 WASHINGTON AVENUE, ALBANY, N.Y. 12231.

You can cancel your reservation in the following ways:

1. Log into your account on the Website or the App, and, next to the class you wish to cancel, press "unreserve."
2. Call the studio where you're booked to cancel the class for you.

**FOR CLIENTS AND COMMUNITY MEMBERS RUNNING LATE:** We ask that you call the studio to let us know you are on the way. **FOR CLIENTS AND COMMUNITY MEMBERS LEAVING EARLY:** If you're planning on leaving early, we kindly request that you tell the instructor ahead of time.

#### F. Services Offered

Private, Semi-Private, Trio and Quads Training Services can be purchased as single sessions or packages. All private and semi-private sessions are subject to the 24-hour cancellation policy.

Natural Pilates offers Single Group classes, Packages, and Memberships. All services provided by Natural Pilates are subject to our cancellation policy based on the package/membership in place.

Packages are a one-time purchase and are to be used within the expiration date. All single service purchases and packages are subject to our cancellation policy. Check out our Cancellation Policy.

- Classes are to be reserved and paid in advance to guarantee a spot in the class.
- The 24h cancellation policy applies to all Private, Semi-Privates, Trio and Quad sessions.
- The 12h cancellation policy applies to all group classes. A late cancellation or a no show will result in the loss of the class.

Membership classes are to be used within the billing month. Monthly memberships are billed on a recurring basis. Additional classes may be purchased at the same price. Please read our memberships terms and conditions:

#### V. NATURAL PILATES MEMBERSHIPS TERMS AND CONDITIONS

##### TYPES OF MEMBERSHIPS:

- 4 classes monthly (Can be shared between specified locations)
- 8 classes monthly (Can be shared between specified locations)
- 12 classes monthly (Can be shared between specified locations)
- 30 classes monthly (Sold only at specific studio locations and can be used only in the home studios)

##### TERMS:

- Recurring Monthly Membership Fee: The selected fee will be on auto-pay. A minimum 3-month commitment is required for all memberships.
- All Memberships are non-transferable & non-refundable.
- No recurring appointments.
- No rollover of unused classes to the next month.
- Membership changes must be done in writing (email) prior to the start of the next billing cycle.
- Classes are to be reserved and paid for in advance to guarantee a spot in the class.

- Memberships renew annually unless canceled.
- There is a minimum 3 month commitment to all our memberships.

#### LATE CANCEL / NO SHOW:

- There is a strict 12-hour cancellation period for group classes.
- Late cancellations or no shows will result in the loss of a class.
- For 30-Class Memberships, Late Cancels and No Shows will result in an additional charge of \$15.
- Transferring from one class to another within the same day will result in a late cancellation fee of \$20 if the change was done after the 12-hour period.
- Memberships canceled before the 3-month mark will be charged 50% of the following month's cost as a late cancellation fee.

#### HOLDS:

- Two membership holds are allowed per year.
- Minimum hold period is 1 month; maximum hold period is 3 months.
- Payment will not be prorated for any hold shorter than 1 month in length.

#### PRICES:

Membership prices are subject to change. Clients will be notified via email 2 weeks prior to any change.

#### TERMINATION:

- MEMBERSHIP CAN BE TERMINATED BY EITHER PARTY WITH A 2-WEEK WRITTEN NOTICE.
- Clients wishing to terminate or pause their membership should email their request to [info@naturalpilates.com](mailto:info@naturalpilates.com) or the home studio 2 weeks prior to their preferred termination / pause date.
- Should Natural Pilates need to terminate a client's membership, we will notify the client via email 2 weeks prior to termination. Any remaining credit will be refunded back to the client.
- NATURAL PILATES RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE.

#### THE WAITLIST:

- If a class you'd like to take is full, we encourage you to sign up for the waitlist!
- If a spot opens up, you will receive a text notification. You will be asked to text back with either "Y" or "N".
- If you respond "N" to the waitlist, you will be removed from the roster. If you don't respond until a time within the 12-hour cancellation time, you will be removed from the waitlist and your space will be offered to the next client on the waitlist if applicable.
- You are responsible for payment for all classes you are added to from the waitlist.

#### ATTIRE:

Grip-soled socks and appropriate exercise attire is required for all classes for safety and hygiene purposes.

#### G. Geographic Use of Classes

NATURAL PILATES offers different series of classes so that our customers can select the options that best suit their individual needs. Before you buy a class or series of classes, it is important that you take a moment and read the written descriptions we provide you about what the class or series includes, its expiration date, and any limitations on where you may use your class. For your convenience and flexibility, CLIENTS can buy classes that are offered by geographical area. The class offerings and where they can be used are described below and are available on our Website:

GROUP 1: These classes may only be used in the region in which you purchased them (LOS ANGELES AREA)

NATURAL PILATES & BODYWORKS (BEVERLY HILLS)

NATURAL PILATES BRENTWOOD  
NATURAL PILATES SHERMAN OAKS  
NATURAL PILATES WEST HOLLYWOOD

GROUP 2: You can use these classes only in New York State.  
NATURAL PILATES NYC

#### H. Types Class Formats Offered at NATURAL PILATES

For clients new to Pilates, we recommend taking three private sessions to get to know our signature style and our state-of-the-art Merrithew Reformer/Tower Combo equipment. Alternately, new clients may sign up for a 30-Minute Intro, which is free with the purchase of 3 group classes.

For clients with previous experience, Natural Pilates offers the following types of classes:

##### Open to All Levels

This is our signature full-body class that is great for everybody and "every body"! Our highly-trained instructors give spring and exercise variations for all levels, from beginner to advanced. Our goal is for you to get a challenging and balanced workout every time and to leave class feeling strengthened, lengthened, and centered. We love adding props to traditional Pilates exercises to increase the challenge and get that wonderful, full-body burn.

##### Beginner/Intermediate

This is a great full-body class once you've got the basics down! Our instructors review the basic principles of Pilates and dive a little deeper into details regarding body alignment and movement intention. You will learn more about the Tower and Chair in this class, and, as always, we love adding props to traditional Pilates exercises to increase the intensity!

##### Intermediate/Advanced

This full-body class is recommended for those who have consistently practiced Pilates and/or taken at least 20 Open Level or Beginner/ Intermediate classes at Natural Pilates. Before joining this class, it is important to have a good understanding of the functionality of the equipment (Reformer, Tower, and Chair) and be able to apply mind-body awareness in relation to the equipment. It is also important to remember to listen to your body and to take breaks if needed.

##### Glutes, Abs & Arms

The Trifecta! Tone your triceps, strengthen your core, and sculpt your booty in this fun target-training workout. This class is great for all levels, but not recommended for prenatal clients.

##### Glutes & Abs

Tone and strengthen your core, hips and thighs in this fun target-training class. Although traditional Pilates exercises are incorporated, we focus exclusively on feeling the burn in your glutes and abs. This class is great for all levels, but not recommended for prenatal clients.

##### Pilates Sculpt

Pilates sculpts a fun and challenging class that incorporates free weights with traditional Pilates repertoire. The goal in Sculpt class is to maximize the effort and get the muscles burning. In addition to free weights, we also like to incorporate other props, such as the Pilates Ball, Pilates Circle, resistance bands, and ankle weights. This is an intermediate level class and is recommended for those who have taken at least 10 Open Level or Beginner/Intermediate classes at Natural Pilates.

##### Cardio Jump Mix Power

Three words: Bring. It. On. Push your body to the limit with our athletic take on the traditional Reformer Jumpboard workout. Cardio Jump Mix Power amps up the intensity of a Reformer workout by incorporating cardiovascular fitness using the Cardio-Tramp Rebounder! This unique workout provides a

cardio challenge that has a low impact on the joints but a high calorie burn for your waistline. This class offers cardio and strength training, providing an intense full-body workout while always focusing on the core, breath, and proper body alignment. Not recommended for prenatal or injured/arthritis clients.

#### I. Waiver and Release

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of NATURAL PILATES and its subsidiaries, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in PILATES and exercise equipment in association with the Classes and use of the Facilities. You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, rhabdomyolysis, and concussions; and (3) catastrophic injuries including paralysis and death.

If in the subjective opinion of the NATURAL PILATES staff, you would be at physical risk using NATURAL PILATES Classes and Facilities, you understand and agree that you may be denied access to the Classes and Facilities until you furnish NATURAL PILATES with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing NATURAL PILATES concerns and stating that NATURAL PILATES concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, whether sustained while using exercise equipment or not, (2) release, indemnify, and hold harmless NATURAL PILATES, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of NATURAL PILATES Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using NATURAL PILATES Classes and Facilities and should not be participating in any Classes.

#### J. Links/Third Party Websites

NATURAL PILATES has not reviewed all the sites linked to the Website and/or App and is not responsible for the content or any off-site pages or other linked sites. Although a third-party website and/or app may contain the NATURAL PILATES logos, please understand that it is independent from NATURAL PILATES, and that NATURAL PILATES has no control over the content of that website and/or app. Going to third-party or off-site websites from the Website and/or App is at your own risk. These links do not imply endorsement of, sponsorship of, or affiliation with NATURAL PILATES.

#### K. Texts and Calls

We may offer you the ability to receive texts and calls in connection with our services. If you opt-in to receive texts and calls, you agree that NATURAL PILATES may send you reoccurring texts and calls (including prerecorded and/or by auto dialer) to the phone number you provide for transactional and marketing purposes in accordance with the terms of your opt-in. You can opt-out of receiving texts or calls to your phone number at any time by (i) for texts, texting "STOP" in response to any text you receive from us or contacting us at [privacy@naturalpilates.com](mailto:privacy@naturalpilates.com) and specifying you want to opt-out of texts to your phone number; and (ii) for calls, requesting opt-out during any call you receive from us or contacting us as at [privacy@naturalpilates.com](mailto:privacy@naturalpilates.com) and specifying you want to opt-out of calls to your phone number. For texts, you can also text "HELP" at any time for more information. We may send you a



text confirming any opt-out by you and any such opt-out is limited to the phone number used and will not affect subsequent or separate subscriptions. You understand that your consent is not required as a condition of purchase. Standard message, data, and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Not all phones and/or carriers are supported. Contact your carrier for further details. Additional terms may apply as set out in the terms of your opt-in.

#### L. Intellectual Property Rights

The trademarks and trade dress of Natural Pilates are proprietary to Natural Pilates and may not be used by you for any reasons other than as expressly permitted by these terms. All Website and App content, design, text, graphics, and interfaces; the collection, selection, and arrangement thereof; and all software are property of, or duly licensed to, Natural Pilates. You have the right to view, electronically copy, and print in hard copy portions of the Website and App for the sole purpose of making class reservations, purchases, or other personal use.

Any other use of materials on the Website, including modification, distribution, or reproduction for purposes other than those noted above, without the prior written permission of Natural Pilates, is strictly prohibited.

You acknowledge that Natural Pilates and/or third-party content providers remain the owners of all Website and App materials, and that you do not acquire any of those ownership rights by downloading, copying, or using any such material in accordance with these Terms. Natural Pilates may discontinue or remove the Website or App, or any portion thereof, or discontinue your right to use the Website or App, or any portion thereof, at any time.

#### M. Not Authorized to Perform Data Mining

You are not authorized without the prior written permission of Natural Pilates to use any computer code, data mining software, "robot", "bot", "spider", "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website and/or App or accessed through this Website and/or App. You also may not engage in the mass downloading of files from this Website and/or App; use the computer processing power of this Website and/or App for purposes other than those permitted above; flood this site with electronic traffic designed to slow or stop its operation; or establish links to or from other websites to this Website.

#### N. Not Authorized to Use This Website for Commercial Purposes

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or secondhand works based on any of Natural Pilates material in any way for any public or commercial purpose. Thus, you are not authorized to (i) resell or make commercial use of this site or its contents; (ii) collect or use any product listings, descriptions, photographs or prices displayed on this Website and/or App in connection with the sale or resale of any Natural Pilates products or for other commercial purposes; or (iii) create, reproduce and/or distribute any materials derived from the content provided on this Website and/or App. Furthermore, Natural Pilates material may not be displayed or communicated on any other website and/or app, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, user's permission to use Natural Pilates's material will automatically terminate and any copies made of Natural Pilates material must be immediately destroyed.

Any unauthorized use of Natural Pilates material may violate state and federal criminal laws, infringe copyright laws, trademark laws, the laws of privacy or publicity, and communication regulations and statutes.

#### O. Warranty Disclaimer and Limitation of Liability

In no event will Natural Pilates be liable for any direct, indirect, special, or other consequential damages resulting from your use of the Website, the App, or on any other linked/third-party website, your purchase of Natural Pilates classes, your rights to cancel your purchase of Natural Pilates classes, your registration for classes, your purchase of merchandise, your communication with Natural Pilates, and your use of and attendance at Natural 'Pilates's studios, including without limitation, any lost profits, business interruption, loss of programs, or other data on your information handling systems or otherwise, including any claims waived by you previously in this agreement even if Natural Pilates expressly advised of the possibility of such damage.

All information, goods, services, products, and experiences are provided by Natural Pilates on an "as is" basis only. The entire risk as to the quality and performance of the goods, services, products, and experiences remains with you. Should the goods, services, products and/or experiences prove defective after purchase, you assume the entire cost of such defect. Natural Pilates provides no representations and warranties, express or implied, including the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

#### **P. Choice of Law**

The Terms are governed by the laws of the State of California, without regard to California's choice of law provisions, except for any disputes concerning the interpretation and enforcement of the above Arbitration Agreement, which shall be governed by the Federal Arbitration Act. Except as provided above as to those Disputes you or Natural Pilates submit to binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), any Disputes must be brought in California.

#### **Q. Acceptance of Terms**

By using the Website or App, purchasing a Natural Pilates class, registering for a Natural Pilates class, purchasing merchandise, and/or using or attending a Natural Pilates class, you signify your acceptance of the Terms. If you do not agree to this, please refrain from using the Website or App, purchasing a Natural Pilates class, registering for a Natural Pilates class, booking a spot in a class, purchasing merchandise, and/or using or attending a Natural Pilates class.

Occasional changes may be made to this document to reflect changes in Natural Pilates' policies. The Terms may be revised at any time by updating this posting. By using the Website or App, by buying Natural Pilates classes, registering for classes, booking a spot in a class, buying merchandise, and/or using and attending Natural Pilates's studios, you agree to be bound by any such revisions. Clients and community members are encouraged to check this document periodically to stay informed of current guidelines.

#### **R. Contact Us**

If you have any questions about these Terms, you can reach us at [info@naturalpilates.com](mailto:info@naturalpilates.com)