

By visiting www.livewellandmore.com you are consenting to our terms of service

OVERVIEW

Thank you for using this service, which is owned and operated by Joanne Keenan. (operating under “Live Well and More”). Live Well offers yoga classes, instruction, exercises, and other programs, events and activities conducted or organized by or through “Live Well and more”, whether in-studio, in person, online, live, recorded or otherwise (collectively, with all related activities, the “Activities”).

Participants in specific Live Well and more programs and activities agree to the additional terms and conditions of those programs and activities, certain of which are set forth below in these Terms of Use and Student Terms and Conditions (“Terms”), and others are described at the location of those specific programs and activities.

By using WWW.LIVEWELLANDMORE.COM referred to as this “Site”, all visitors, referred to as “user”, “you” and “your” are bound by these Terms of Service. The terms “we,” “us,” and “our” refer to Joanne Keenan as well as all other instructors that provide services at Live Well (the “Company”), owner of WWW.LIVEWELLANDMORE.COM. Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein.

By using the Site, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms of Service with the modifications.

SITE USE

These Terms govern your use of WWW.LIVEWELLANDMORE.COM or other websites that are owned or controlled by Live Well and more (under JMK Consulting) and on which we post a link to these Terms (“Website”), the Live Well and more (under Joanne Keenan) mobile application, available on iOS and Android platforms (“App”), and our email reminder program (“Sent after Booking Classes”), and participation in classes (collectively referred to as the “Book a Class”). These Terms apply to all users of the Services and govern your use of the Services as well as the products and classes that are offered on or through the classes. These Terms incorporate the Live Well and more (under JMK Consulting) Student Terms & Conditions (cancellation policy, return policy), Privacy Policy, and Live Well and more (under JMK Consulting)_messaging terms and conditions, and include legal terms and disclaimers.

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter these Terms of Service.

In order, to use the Site, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to the company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

PURCHASE AND REFUND POLICY

By clicking “Buy Now,” “Purchase,” “Select” or any other phrase on the purchase button, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by the Company unless a separate Terms of Purchase Agreement is provided at purchase. No refunds will be given for any classes or passes purchased online or in studio.

LIVE WELL AND MORE YOGA OPERATED UNDER JOANNE KEENAN (JMK CONSULTING. INTELLECTUAL PROPERTY

The Site contains intellectual property owned by, JMK CONSULTING. including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property as well as JMK CONSULTING. /www.livewellandmore.com name, logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof.

You may, view, print and/or download one copy of the Materials from this web site on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site, without refund, if you are caught violating this intellectual property policy.

LIMITATION OF LIABILITY

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the site or service. additionally, Live Well and more (operating under JMK Consulting) is not liable for damages in connection with (i) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. the foregoing applies even if the live well and more studio has been advised of the possibility of or could have foreseen the damages. in those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law. In no event shall Live Well and more operating under JMK Consulting cumulative liability to you exceed \$100.

Please read the following terms carefully before you use or access the services or any of the products or engage in activities that are available on or through the services as such terms affect your legal rights.

These Terms include an Arbitration Agreement, which will govern any dispute between you and us. Unless you opt out as described below, this Arbitration Agreement will:

- **Eliminate your right to a trial by jury; and**
- **Substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings**

THIRD PARTY RESOURCES

The Site may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Site. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release the company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

ONLINE COMMERCE

Certain sections of the Site or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both of us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and

the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our site or its content, you may be subject to the additional terms and conditions of a payment processing company, merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts within The United States of America, regardless of the conflict of laws principles thereof.

If a dispute is not resolved first by good-faith negotiation between the parties to this agreement, any controversy or dispute to this agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Boston, MA or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and insure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable, or otherwise transferable by you. Any transfer, assignment, or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you and LIVE WELL AND MORE operating under JMK CONSULTING pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us.

PRIVACY POLICY

We at LIVE WELL AND MORE operating under JMK CONSULTING value your privacy. Please read the following to learn more about our privacy policy (the “Privacy Policy”).

This Website, WWW.LIVEWELLANDMORE.COM and the pages contained therein (collectively, the “Website”), is intended to describe and promote our services. LIVE WELL AND MORE operating under JMK CONSULTING will give you consistent information practice and uses its best efforts to make clear disclosures regarding those practices. This Privacy Policy is a part of that effort. In general, LIVE WELL AND MORE operating under JMK CONSULTING does not share your personally identifying information with third parties unless you permit it.

What does this Privacy Policy cover?

This Privacy Policy applies to the collection, use, storage, and disclosure of customer information by LIVE WELL AND MORE operating under JMK CONSULTING. By using our website, you consent to the collection and use of information as outlined in this Privacy Policy. We will clearly disclose any exceptions to the Privacy Policy prior to collecting any information from our users. LIVE WELL AND MORE operating under JMK CONSULTING may decide to modify or amend this Privacy Policy from time to time. When we do, we will post any changes on this page, under the privacy policy.

How do we collect your information and then how do we use it?

LIVE WELL AND MORE operating under JMK CONSULTING may collect contact information including your name, address, e-mail address, and other personally identifying information when you (i) purchase LIVE WELL AND MORE operating under JMK CONSULTING products or services through the website or (ii) choose to contact LIVE WELL AND MORE operating under JMK CONSULTING via the website, place an order, or request information through our website. Contact information provided in connection with information requests will be used to respond to those requests. Contact information provided when you purchase LIVE WELL AND MORE operating under JMK CONSULTING products or services shall be shared only for the purposes of processing your transaction, including fraud prevention and credit card authorization. LIVE WELL AND MORE may use your contact information to provide you with information regarding future products, promotions, or other news.

If you have any questions about anything in this Privacy Policy, or about our collection of personally identifiable information, or our collection of information generally, please contact LIVE WELL AND MORE operating under JMK CONSULTING via email.