

Kids' Yoga Day, Inc.

TERMS OF USE

Last revised June 22, 2021

Welcome to the website of Kids' Yoga Day, Inc. ("Website"). Please read these Terms of Use and the accompanying Privacy Policy (collectively, the "Agreement") fully and carefully because they set forth the conditions of use of the Website and are a legally binding agreement between (a) you individually and any entity on whose behalf you are using the Website (collectively "you" and/or "your"), and (b) Kids' Yoga Day, Inc. —which owns and operates the Website—its subsidiaries and its affiliates (collectively, "Kids' Yoga Day," "we," "our," or "us").

Please consult the Privacy Policy for information on how to contact us if you have questions about this Agreement or if you need assistance.

Important Caution to Minors: If you are under the age of 18, you must inform us and provide us with verifiable consent from your parent or guardian before or using the Website so that we comply with our obligations under applicable contract and privacy laws.

1. Acceptance of Agreement

By accessing and using the Website, you hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, including the Terms of Use and the Privacy Policy, and any future amendments and additions to this Agreement as published from time to time on the Website.

Important Note: Please read the Privacy Policy for important privacy rights that may be available to you under applicable laws, including "opt-in" and "opt-out" rights and the right to inspect, correct and/or delete your personal data.

Kids' Yoga Day reserves the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice to you. Modifications shall become effective immediately upon being posted on the Website. Your continued use of the Website after modifications to this Agreement are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

This Agreement and the Privacy Policy constitute the entire agreement between you and us, and supersedes all prior or contemporaneous agreements. The latest Agreement will be posted on the Website, and you should review this Agreement prior to using the Website.

If you do not agree to the terms and conditions of this Agreement, then you should immediately cease all usage of the Website and exit the Website now.

2. **Scope of Services.** We offer information in the field of yoga only. We do not provide health-care services of any kind. Our services do not take the place of the advice and treatment that is provided by health-care providers. If you need health-care services of any kind, you must consult an appropriate provider.

3. Assumption of Risk and Waiver of Claims.

3.1 Exercise and fitness training are generally recommended by health-care providers as a part of a healthy lifestyle, but any exercise or fitness regimen may pose health risks to certain individuals, especially those with pre-existing conditions, whether detected or undetected. For that reason, you are advised and strongly cautioned to consult an appropriate health-care provider to determine if the products and services available through and/or encouraged by Kids' Yoga Day are appropriate for you before you make use of these products and services or engage in the practice of yoga. You are wholly responsible and liable for the consequences of using our products and services and/or engaging in the practice of yoga without the approval of your health-care provider.

3.2 Illness, injury or even death may result from improper exercise and fitness training and/or the exercise or fitness training that is inappropriate for a particular individual.

3.3 As a condition for our permission to access and use the products and services that are available through Kids' Yoga Day, you acknowledge and agree that you assume any and all risk, including any risk of illness, injury, death, damage or loss, that may arise in any way from your decision to use the products and services that are available through Kids' Yoga Day. You waive and release any and all claims that you may be entitled to assert against us, and/or our shareholders, directors, officers, managers, employees, contractors, vendors, partners, successors, and assigns, relating to your use of these products or services, any other aspect of the Website, and/or the other products and services of Kids' Yoga Day.

3.4 The assumption of risk, and the waiver and release of claims, set forth above also apply to the products and services of instructors and trainers who may have prepared or contributed to, or who may have appeared in, the products and services available through and/or encouraged by Kids' Yoga Day.

3.5 Many of the activities and events that take place on the day that is designated as "Kids' Yoga Day" are organized and presented by individuals who participate in Kids' Yoga Day in a private setting ("Participants") or yoga instructors who present activities to the public in connection with Kids' Yoga Day ("Ambassadors"). We are not affiliated with and do not endorse or sponsor these Participants and Ambassadors, who are solely liable for any claims arising from any events and activities presented by them in conjunction with the day that is designated as "Kids' Yoga Day" or otherwise.

4. Limited License; Permitted Uses.

The Website may be used by, and our services are available to, individuals who can form legally binding contracts under applicable law. If you are under the legal age, you must obtain the verifiable legal consent of a parent or legal guardian. You must (a) provide all equipment necessary for your own Internet connection, including computer and/or tablet and/or mobile device and modem, and (b) provide for your own access to the Internet.

Subject to the terms and conditions set forth herein, you are hereby granted a limited, non-exclusive, non-transferable, restricted, and revocable right and license to (a) access and use the Website strictly in accordance with this Agreement; (b) use the Website solely for internal, personal, non-commercial purposes; and (c) print out discrete information from the Website solely for internal, personal, non-commercial purposes and provided that you comply with terms and conditions of this Agreement, including the restrictions on the use of our intellectual property and/or the intellectual property of third parties. No other right, title or interest is granted in or to the Website and/or its contents.

You shall not modify the Website nor adapt, translate, reverse engineer, decompile, disassemble, and/or otherwise attempt to discover the source code of the Website's software, nor take any other steps to discover the confidential information and/or trade secrets contained on the Website.

5. Intellectual Property

All content included or available through the Website, including the Website design, code, organization, text, graphics, design, interfaces, and the selection, sequencing, and arrangements thereof ("Content"), and all trademarks, copyrights, patents, database rights and other intellectual property rights relating to the Website and the products and services of Kids' Yoga Day are owned solely and exclusively by Kids' Yoga Day or by a third party that has licensed the Content to us. Any use of materials on or from the Website, including the copying, reproduction, modification, adaptation, distribution, use, publication, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without the prior written express permission of an authorized officer of Kids' Yoga Day, is strictly prohibited, except as expressly set forth in Section 4 (Limited License; Permitted Uses) above.

You shall not acquire ownership rights to any content, document or other materials viewed through the Website. Our posting of information or materials on the Website does not constitute a waiver of any right in such information and materials. Some of the content on the site is the copyrighted work of third parties.

KIDS' YOGA DAY and logo are among our trademarks. Other product and company names mentioned on the Website may be trademarks of their respective owners.

6. Refunds. We do not currently sell our products or services. As noted in Section 3.5 above, we are not responsible for refunds for products or services offered by yoga instructors who observe the day designated as "Kids' Yoga Day" by presenting their own events and activities. Any such refunds are the responsibility of those yoga instructors.

7. Restrictions and Prohibitions on Use

Your license for access and use of the Website and any Content made available on and/or through the Website is subject to the following restrictions and prohibitions on use: (a) you may not make unauthorized copies of any Content on the Website or distribute any Content to anyone without permission; (b) you also may not use any Content from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or privacy right of us or any third parties; or (c) you may not use the Website for the purpose of gathering information for or transmitting unsolicited email, telephone calls or facsimile transmissions.

You are responsible for compliance with any and all laws, rules and regulations regarding your use of the Website and its content. You shall not use or access the Website in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violates any applicable local, state, national or international law or regulation. You agree not to upload, post, email, transmit, or otherwise make available any content that (a) is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech; (b) discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information that could be used to identify an individual; and/or (c) is

intended to “stalk,” threaten, abuse or otherwise harass another person. We reserve the right to remove all such content and to deny access to any user who posts such content.

8. Your Material

You hereby grant to Kids’ Yoga Day and our successors a worldwide, irrevocable, transferrable, sub-licensable, fully-paid, royalty-free, and non-exclusive license to publish, use, reproduce, transmit, display, distribute and delete any data, text, files, information, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (“Material”) that you post on our Website, except for commercial purposes. You further acknowledge and agree that you, and you alone, are responsible for the development and posting of your Material. You cannot choose who can view your Material because all comments to the Website blog are publicly available.

You represent and warrant that: (a) you own the Material posted by you on our Website or otherwise have the right to grant the rights and licenses set forth above in this Section 9; (b) the posting and use of your Material on or through our Website does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (c) you agree to pay for all royalties, fees, and any other monies owed by reason of Material you post on or through our Website; and (d) you have the legal right and capacity to enter into this Agreement.

9. Documents

Kids’ Yoga Day may make available through the Website various documents (“Documents”). All Documents are provided on a non-exclusive license basis only for your personal one-time use for non-commercial purposes, without any right to re-license, sublicense, distribute, assign, or transfer such license. Documents are provided “as is” without any representations or warranties, express or implied, of legal effect, completeness, or accuracy. Copyright in the Documents is reserved to us or our licensors.

10. Your Representations and Warranties

You represent and warrant to Kids’ Yoga Day that: (a) you have the full power and authority to enter into and perform your obligations under this Agreement; (b) your assent to and performance of your obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which you are bound, or any applicable laws, regulations or rules; (c) all information provided by you is accurate, current and will be updated by you to remain current; (d) this Agreement constitutes legal, valid and binding obligations on you that is enforceable in accordance with its terms and conditions; (e) you will not infringe the patent, copyright, trademark, trade secret, privacy, right of publicity or other intellectual property or proprietary right of any third party in your use of the Website; (f) you will comply with all applicable laws, rules and regulations in your use of the Website, as well as the agreed upon terms and conditions of this Agreement; and (g) you understand and acknowledge that Kids’ Yoga Day may terminate your use of the Website and this Agreement as it pertains to you at any time in its sole discretion.

11 Linking to the Website

You may provide links to the Website in a manner that does not state or suggest an affiliation with us, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Website, (b) your website does not engage in illegal or inappropriate activities, and (c) you discontinue providing links to our Website immediately upon request by us.

12 Errors, Corrections and Changes

We do not represent or warrant that our Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Website will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Website.

13. Third-Party Content

Third-party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of third-party content on the Website. You understand that the information and opinions in the third-party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect Kids' Yoga Day's beliefs.

14. Unlawful and Wrongful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing to the extent permitted by applicable law any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

15. Indemnification

You agree to indemnify, defend and hold Kids' Yoga Day and our shareholders, directors, officers, managers, employees, contractors, vendors, partners, successors, and assigns (collectively, "Affiliated Parties") harmless from any liability, loss, claim, demand, and expense, including reasonable attorneys' fees, related to your violation of this Agreement or use of the Website, including any infringement by you of any intellectual property or any other right of any person or entity, and/or any waived and/or released claims, and/or any risk that you have assumed under this Agreement.. This Agreement will be binding upon and inure to the benefit of any of our licensees, successors or assigns.

16. Nontransferable.

Your right to use the Website is not transferable nor assignable. Any password or right given to you to obtain information or documents is not transferable nor assignable.

17. Disclaimer

THE INFORMATION, CONTENT, AND DOCUMENTS AVAILABLE FROM OR THROUGH THE WEBSITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KIDS' YOGA DAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THE WEBSITE OR THE USE THEREOF (A) WILL BE FREE FROM DEFECTS, BUGS, INACCURACIES, ERRORS, OR OTHER

LIMITATIONS; (B) WILL BE UNINTERRUPTED OR SECURE; (C) WILL MEET YOUR REQUIREMENTS; OR (D) WILL OPERATE IN THE CONFIGURATION WITH THE OTHER SOFTWARE YOU USE.

KIDS' YOGA DAY AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION, CONTENT, OR DOCUMENTS EXCEPT AS OTHERWISE PROVIDED IN THE PRIVACY POLICY. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US. THIS WEBSITE AND THE INFORMATION, CONTENT, AND DOCUMENTS PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING A FORM OR DOCUMENT IS DISCLAIMED.

18. Limitation of Liability

In addition to the Assumption of Risk and the Waiver and Release set forth above, Kids' Yoga Day and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Website or any products obtainable therefrom; (b) the unavailability or interruption of the Website or any features thereof; (c) your use of the Website; (d) Content contained on the Website; or (e) any delay or failure in performance beyond the control of an Affiliated Party.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF KIDS' YOGA DAY AND AFFILIATED PARTIES ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, THE WEBSITE, ANY RELATED INFORMATION, CONTENT, AND/OR DOCUMENTS EXCEED ONE HUNDRED AND 00/100 DOLLARS (\$100.00) AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST US AND ANY AFFILIATED PARTY.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

19. Use of Information

We reserve the right to collect, use, and disclose all information regarding Website uses by you and all information provided by you in any manner consistent with our Privacy Policy, which may give you the right to opt-in, opt-out and otherwise control the use of your personal data under applicable law. Please review the Privacy Policy for disclosures about your privacy rights. All remarks, suggestions, ideas,

graphics, or other information communicated by you to us will forever be our property to the extent permitted under this Agreement and applicable law.

20. Modifications and Interruption to Website

Kids' Yoga Day reserves the right to stop providing the Website with or without notice to you. We shall not be liable to you or any third party should we exercise its right to stop providing the Website. You acknowledge and accept that (a) Kids' Yoga Day does not guarantee continuous, uninterrupted or secure access or use of the Website, and (b) operation of the Website and may be interfered with or adversely affected by numerous factors or circumstances outside of Kids' Yoga Day's control.

21. Third-Party Services

Kids' Yoga Day may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

22. Links to Other Websites

The Website may contain links to other websites that are owned and operated by online merchants and other third parties and may rely on third-party information to provide services through the Website. You acknowledge that (a) we not responsible for the availability of, or the content located on or through, any third-party site, nor the accuracy of the information provided by any third party, and (b) we do not investigate, monitor, or check for accuracy or completeness such websites. Inclusion of any linked website on our Website does not imply approval or endorsement of the linked website by us.

If you decide to leave our Website and access these third-party websites, you do so at your own risk. You should contact the site administrator or webmaster for those third-party sites or administrator of any such third party as applicable if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms and conditions of use and privacy policies of each site, and Kids' Yoga Day is not responsible therein. You are strongly encouraged to review said terms and conditions of use and privacy policies of third-party sites.

23. Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the Content provided therein.

24. DMCA Take-Down Notices.

Kids' Yoga Day will receive and evaluate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Written notices of claimed copyright infringement must be in strict compliance with all

terms and conditions of the DMCA and must be submitted according to the procedures set forth in the DMCA to the following Designated Agent for Kids' Yoga Day:

Name of Agent Designated to Receive Notification of Claimed Infringement on behalf of Kids' Yoga Day: Jonathan Kirsch, Esq.

Full Address of Designated Agent to Which Notification to Kids' Yoga Day Should Be Sent: Law Offices of Jonathan Kirsch, 1880 Century Park East, Suite 515, Los Angeles, CA 90067

Telephone Number of Designated Agent: (310) 785-1200

Facsimile Number of Designated Agent: (310) 286-9573

Email Address of Designated Agent: jk@jonathankirsch.com

25. Miscellaneous

Governing Law and Jurisdiction. This Agreement shall be treated as though it were executed and performed in Los Angeles, California, and shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles. You agree that venue for any action at law or in equity arising out of or relating to this Agreement shall be exclusively limited to the state or federal courts located in the City of Los Angeles, California. You hereby consent and submit to the exercise of personal jurisdiction over you by such courts for the purpose of litigating any such action, and waive any defenses of lack of minimum contacts or forum non conveniens.

One-Year Limitation. Any cause of action by you with respect to the Website (and/or any information, Content, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred, to the extent permitted by law. All actions shall be subject to the limitations and restrictions set forth in this Agreement.

Partial Invalidity. If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by Kids' Yoga Day, in its sole discretion, to a third party in the event of a merger or acquisition or sale of all or substantially all of the assets of Kids' Yoga Day. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between you and Kids' Yoga Day.

To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

End of Terms of Use

Last revised June 22, 2021

Copyright © 2021 by Kids' Yoga Day, Inc. All rights reserved.