

## Terms & Conditions

This notice is issued by the Conscious Planet ("Service Provider").

These terms and conditions (the "Agreement") apply to the entire website and its contents under the domain name innerengineering.com (the "Website") and to any communication between you and Service Provider, whether oral, in writing, or in electronic form. Please read these terms carefully before using this Website. Using any part of this Website indicates that you accept these terms regardless of whether you purchase any product or service from Service Provider. If you do not accept this legal notice in full, please exit this Website immediately. In addition to reviewing this Agreement, please read the Privacy Policy featured under Terms of Use on the homepage. Your use of the Website constitutes agreement to its terms and conditions as well.

Service Provider may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then-current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

Failure to follow these rules, whether listed below or otherwise posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to Service Provider's other remedies.

### 1. Limited End User License

Service Provider grants you a non-exclusive, non-transferable, limited right to access, use and display the online products (the "Program") you license, provided that you comply fully with this Agreement. The Program is only for your personal, non-commercial use. Each license is for use by one individual. Each additional user requires a separate license.

You may not share, give or sell your password or username to any other person or company.

### 2. Age Restriction

You represent and warrant that you are at least fifteen (15) years old and that you possess the legal right and ability to enter into this Agreement and to use the Program in accordance with this Agreement. If you are under the age of eighteen, you may use this website only with the consent of your legal guardian or educational authority

### 3. Copyrights and Trademarks

All materials on the Website, including but not limited to text, images, code, software, audio, video clips, design, compilation, "look and feel" of the Website, all Programs, and other material and fee-based services (collectively, the "Materials") are owned or controlled by Service Provider or its licensors, which retains all right, title, and interest in and to the Materials. The Website and Materials are protected by the copyright and trademark laws of the U.S. and other countries, international conventions, and other applicable laws.

You may not download, display, record, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the Website or any portion thereof for any public or commercial use without the express written permission of Service Provider.

You agree not to disrupt, overwhelm, attack, modify, reverse engineer or interfere

with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website.

Other than connecting to Service Provider's servers by http requests using a Web browser, you may not attempt to gain access by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

You acknowledge that Service Provider has not reviewed and does not endorse the content of all sites linked to from this Website and is not responsible for the content or actions of any other sites linked to from this Website.

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

You acknowledge that you are using the Website at your own risk. The Website, including but not limited to the content, software, functions, fee-based services, materials and information made available thereon or accessed by means thereof, is provided AS IS, without warranties of any kind, either expressed or implied, including, but not limited to, any reliability, accuracy, merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, non-infringement, or any other warranty, guarantee, condition or representation whether oral, in writing, or in electronic form, including but not limited to accuracy or completeness of any information contained therein or provided by the Website. To the fullest extent permissible by law, Service Provider, its affiliates and licensors make no warranties and shall not be liable for the use of this site under any circumstances, including but not limited to negligence by Service Provider. Service Provider does not warrant that the functions contained in the site or the services, fee-based or otherwise, will be uninterrupted or error-free, that defects will be corrected, that the site or fee-based services will meet any particular criteria of performance or quality, or that the site, including forums or the server(s) on which the site is operated, are free of viruses or other harmful components.

You assume full responsibility and risk of loss resulting from your downloading, accessing or use of files, information, communications, content, or other material (including without limitation software) accessed through or obtained by means of the Website. Under no circumstances shall Service Provider, its affiliates and licensors, or any provider of telecommunications or network services for Service Provider or the affiliates, be liable for any indirect, punitive, special, or consequential damages that are directly or indirectly related to the use of, or the inability to use, the site or fee-based services, even if Service Provider, its affiliates, licensors, or their providers of telecommunications or network services has been advised of the possibility of such damages. The total liability of Service Provider, its affiliates and licensors hereunder is limited to the amount, if any, actually paid by you for access and use of the fee-based services. You hereby agree to release Service Provider, its affiliates and licensors, and each of their respective directors, officers, representatives, volunteers and agents from claims and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your use of the Website. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If you are a California resident, you waive California Civil Code Section 1542, which states, in part: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 5. Medication Information Disclaimer:

All Programs, Products, or Services offered by Service Provider, are not substitutes for medical care and offer no guarantees of any kind. The information on the Website (or as otherwise provided by Service Provider) is provided for educational purposes only, and is in no way intended to diagnose, cure, or treat any medical or other condition. Always seek the advice of your physician or other qualified health provider prior to starting any yoga program or making changes to your diet. In addition to all other limitations and disclaimers in this agreement, Service Provider and its licensors disclaim any liability or loss in connection with the content provided on the Website.

#### 6. Single User

Each assigned user name for Service Provider's online service is to be used solely by the individual to which it was issued.

#### 7. Payment

You agree to pay, using the credit information you provided us, the charges incurred on your account in order to access any fee-based services to which you have purchased.

#### 8. Termination

Service Provider reserves the right to restrict, suspend or terminate your access to its services, fee-based or otherwise, in whole or in part, with respect to any breach or suspended breach of any portion of this Agreement. In the event of such a termination, there will be no refunds for unused time under the terms of your license. Service Provider reserves the right to refuse to provide services to you in the future.

#### 9. Refund/Cancellation Policy

This notice is issued by Conscious Planet ("Service Provider").

##### Payment

You agree to pay, using the credit information you provided us, the charges incurred on your account in order to access any fee-based services to which you have purchased.

##### Attendance:

One must attend all sessions to complete the program. If you miss a session, you may not be allowed to continue with the program.

All Programs, Products, or Services offered by Service Provider, are not substitutes for medical care and offer no guarantees of any kind. The information on the Website (or as otherwise provided by Service Provider) is provided for educational purposes only, and is in no way intended to diagnose, cure, or treat any medical or other condition. Always seek the advice of your physician or other qualified health provider prior to starting any yoga program or making changes to your diet. In addition to all other limitations and disclaimers in this agreement, Service Provider and its licensors disclaim any liability or loss in connection with the content provided on the Website.

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#### 10. Modification of the Website

Service Provider may modify the Website in any way at any time. Service Provider may impose limits on any Website features and/or services or restrict your access to parts or all of the Website without notice or liability.

#### 11. Governing Law, Dispute Resolution.

The laws of the State of Tennessee applicable to contracts fully executed and performed in Tennessee will govern the construction and operation of this Agreement without regard to any conflict of laws provisions. Any action brought in connection with this website against Conscious Planet will be brought in a court sitting in Warren County, Tennessee, or in the Federal District Court in Tennessee, and the parties agree to submit to the jurisdiction of such court(s).