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TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

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TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and the Nest Hot Yoga, a Sole Proprietorship operating out of the Province of British Columbia (“**the Nest**”). the Nest may also be referred to as the Nest yoga studio and the Nest yoga online. the Nest may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

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4. **Refunds.** Our services or products sold on the Site are non-refundable. Class purchases can be transferred to another client at the Nest.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site is for informational and educational purposes only. What we share is the opinion and perspective of the Nest. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefit that you'll get from our Site, our products or services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** the Nest may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after the Nest modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall the Nest or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if the Nest has been notified orally or in writing of the possibility of such damage.
9. **Governing Law.** Any claim relating to the Nest's Site shall be governed by the laws of the Province of British Columbia without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify the Nest and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of the Nest linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and the Nest relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by the Nest. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by the Nest to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.



PRIVACY POLICY

the Nest understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for The Nest Hot Yoga and its subsidiaries and affiliates (collectively, “**the Nest**”) with respect to how the Nest collects your personal information. It also describes how the Nest maintains, uses, and discloses personal information. This Privacy Policy also sets out how you can access certain information that the Nest may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Site may contain links to other third-party websites that are not controlled or operated by the Nest. This Privacy Policy does not apply to such third-party websites, and the Nest is not responsible for the content of such third-party websites or the privacy practices of such third parties. the Nest encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

- 1. Consent of Collection of Information.** By submitting Personal Information to the Nest and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting the Nest at sarahjane@thenesthotyoga.com. You understand that if you withdraw your consent, the Nest may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. the Nest does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If the Nest learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe the Nest might have any information from or about a child under 18, please contact us at sarahjane@thenesthotyoga.com.
- 3. Revisions to this Privacy Policy.** the Nest reserves the right, in the Nest’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. the Nest will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. the Nest will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
- 4. What Personal Information does the Nest collect and how is it processed?**
 - 4.1 What do we collect?** the Nest may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by the Nest and instead will be collected by the third parties the Nest works with as outlined in 4.4.



4.2 Newsletter. We may ask for both your name and email address in order to send you our newsletter or emails. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional.

4.3 Phone Number. We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

4.4 Third Parties. the Nest may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties the Nest may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.4.1 Stripe: <https://stripe.com/privacy-center/legal>
- 4.4.2 Facebook: https://www.facebook.com/full_data_use_policy
- 4.4.3 Youtube: <https://www.youtube.com/static?gl=CA&template=terms>
- 4.4.4 Instagram: <https://help.instagram.com/402411646841720>
- 4.4.5 Calendly: <https://calendly.com/pages/privacy>
- 4.4.6 Zoom: <https://zoom.us/privacy>
- 4.4.7 Google Drive: <https://www.google.com/drive/terms-of-service/>
- 4.4.8 Namastream: <https://namastream.com/terms-of-use>
- 4.4.9 Convertkit: <https://convertkit.com/privacy>
- 4.4.10 StudioBookings: <https://studiobookings.com/privacy-policy>

5. How will the Nest use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by the Nest but instead by one of the third parties listed in section 4.4 above;
- 5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.4 above;
- 5.3. Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;
- 5.4. If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;
- 5.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
- 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding the Service you purchased;



- 13. Jurisdiction.** This privacy policy and the use of the Site are governed by the laws of **Canada and the Province of British Columbia**. If a dispute arises under this policy, we agree to first resolve it through binding arbitration to take place in the Province of British Columbia.
- 14. Your Consent.** By choosing to provide the Nest with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
- 15. Protecting Your Privacy.** the Nest is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. the Nest makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
- 16. The Internet Can Be Sketch.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to the Nest over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of the Nest's control.
- 17. Verifying and Amending Your Personal Information.** the Nest tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at sarahjane@thenesthotyoga.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by the Nest at any time or seek to make corrections to it.
- 18. Resolving your concerns.** If you have any questions or concerns about the Nest's Personal Information collection, use and disclosure practices, please let us know at sarahjane@thenesthotyoga.com and we will do our best to help you.



DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of the Nest’s social media profiles and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications.** the Nest and its operators hold the following qualifications and professional certifications related to the Nest: Registered Yoga Teacher. the Nest makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on this Site by the Nest is professional advice. This is simply a compilation of content and services that the Nest is providing.
3. **Social Media.** This Disclaimer applies to the Nest’s Site, content, services, and all social media. Specifically:
 - 3.1. Facebook: @nestyogastudio
 - 3.2. Instagram: @thenestyogastudio
 - 3.3. Youtube: the Nest yoga studio
4. **No Guarantees.** You understand that the Nest makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
5. **Intention.** The intention of the information we share and post on the Site is for informational and promotional purposes only.
6. **Not a Client.** By accessing and using the Site, there is no client-professional relationship created between you and the Nest. You will only be a client once you sign a contract that we send to you officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that for the moment, we are just pals.
7. **Mistakes.** We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.
8. **No Warranties.** the Nest makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we’ll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by Canadian laws, the Nest disclaims all warranties regarding all information, products and services offered on or through the Site.
9. **Reach Out.** Please feel free to connect with the Nest to ask us any questions. All communications should be directed to sarahjane@thenesthotyoga.com.

With Love,
the Nest