

# CHICAGOCENTERFORWELLBEING.COM

## Terms of Use

### WELCOME TO MILATES!

Chicagocenterforwellbeing.com (the "**Website**") is operated by Milates Center for wellbeing Inc. ("**we**", "**us**" or "**our**") and is designed to provide you with high quality online and in person various Milates fitness classes and personal training, and in person and online/ email/phone/ counselling and coaching (collectively, the "**Services**"). Chicago Center for Wellbeing is dedicated to expanding the growing community of people who are changing lifestyles and habits to improve overall health, physical fitness, mental health, nutrition and wellbeing.

**PLEASE REVIEW OUR HEALTH AND SAFETY DISCLAIMER, BELOW, BEFORE USING THE WEBSITE, THE CONTENT OR ANY OF THE SERVICES.**

### ACCEPTING THE TERMS OF USE

Please read the following terms of use ("**Terms of Use**") together with our [privacy policy](#) (the "**Privacy Policy**") before using the Website or the Services. Your use of the Website and the Services is expressly conditioned on your agreeing to be bound by these Terms of Use and the Privacy Policy, and your use of the Website, the content on the Website and the Services constitutes an agreement to be bound by same.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY, DO NOT USE THE WEBSITE OR THE SERVICES.

We may change, amend and/or modify these Terms of Use and/or our Privacy Policy at any time and in our sole discretion, without prior notice, and your continued use of the Website and/or the Services after the changes have been posted constitute your acceptance of such revised terms. It is therefore important that you review these Terms of Use regularly.

### HEALTH AND SAFETY DISCLAIMER

The Website and the Services include, among other things, various Milates fitness classes and personal training, and in person and online/ email/phone/ counselling and coaching (collectively, the "**Content**"), some of which may involve strenuous activity, both physical and mental.

Since counseling may also involve discussing unpleasant or stressful aspects of your life, you may also experience uncomfortable feelings or emotions.

ACCORDINGLY, BEFORE YOU START USING THE WEBSITE OR THE SERVICES, PLEASE CONSULT WITH YOUR HEALTH CARE PROVIDER, INCLUDING WITHOUT LIMITATION ANY RELEVANT MEDICAL DOCTOR(S) OR MENTAL HEALTH PROFESSIONAL(S), REGARDING YOUR HEALTH, YOUR ABILITY TO ENGAGE IN STRENUOUS PHYSICAL AND MENTAL ACTIVITY AND ANY PHYSICAL OR MENTAL HEALTH CONDITION(S), CONCERN(S) AND/OR QUESTION(S) YOU MAY HAVE. This is of particular importance if you are overweight, pregnant, nursing, regularly taking medications, have any history of mental health issues (including without limitation depression, anxiety, bipolar disorder, schizophrenia, or suicide attempts) or have any existing medical conditions.

**THE WEBSITE, THE CONTENT AND THE SERVICES ARE NOT A SUBSTITUTE FOR MEDICAL CARE, AND OFFER NO MEDICAL ADVICE, DIAGNOSIS, HEALTH WARRANTIES OR GUARANTEES OF ANY KIND. YOU UNDERSTAND THAT THE WEBSITE AND THE SERVICES ARE PROVIDED 'AS IS' AND NOT INTENDED TO AMOUNT TO ANY ADVICE, INCLUDING WITHOUT LIMITATION MEDICAL ADVICE, OR FOR DIAGNOSTIC PURPOSES ON WHICH RELIANCE SHOULD BE PLACED. WE ARE NOT A MEDICAL CARE PROVIDER AND DO NOT PROVIDE MEDICAL ADVICE. THE WEBSITE AND SERVICES ARE NOT INTENDED TO BE RELIED UPON IN LIEU OF MEDICAL TREATMENT OR ADVICE, WHETHER PHYSICAL, MENTAL, OR OTHERWISE, BY A TRAINED MEDICAL CARE PROVIDER.**

If you are concerned about whether any exercises, breathing techniques, recommended diet plans, coaching and counselling services or other Services identified on the Website or in any other Content are right for you, DO NOT engage in such activities unless and until you have cleared it with your health care provider. In addition, you should stop exercising and consult your health care provider if you feel dizzy, faint, and light-headed or if you experience any discomfort at any time. Only you can monitor your condition during strenuous activities. You are responsible for exercising within your limits and seeking attention and advice as appropriate.

**If counseling or any other activities on the Website cause you distressing thoughts or emotions, stop using the Services and contact your mental health care provider immediately. If you are thinking about suicide or if you are considering taking actions that may cause harm to you or to others or if you feel that or any other person may be in any danger or if you have any medical emergency, you must immediately call the emergency service number and notify the relevant authorities. You acknowledge, confirm and agree that Milates.com is not designed for use in instances of serious mental condition diagnosis or drug therapy.**

#### **ACCESSING THE WEBSITE**

We reserve the right in our sole discretion, for any reason, at any time and without liability to restrict, suspend, or terminate your access to all or any part of the Website, the Content or the Services at any time, for any or no reason, and without liability. You agree that any termination of your access to the Website, the Content or the Services may be effected without prior notice. Further, you agree that we will not be liable to you or any third party for any costs or damages of

any kind for or resulting from any termination of your access to the Website, the Content or the Services.

You are responsible for making all arrangements necessary for you to have access to Website, the Content and the Services. You are also responsible for ensuring that all persons who access the Website, the Content and the Services through your Internet connection are aware of these Terms of Use, and that they comply with them.

We may make available gift certificates ("**Gift Certificates**") for sale through the Website. Gift Certificates have no cash value, may only be redeemed for the Service identified thereon and cannot be replaced if they are lost or stolen. Gift Certificates are non-refundable and non-transferrable.

## **ELIGIBILITY**

You must be at least eighteen (18) years of age to access the Website or the Services. By using the Website or Services, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

## **YOUR USE OF THE WEBSITE**

- a.** You must not copy or capture, or attempt to copy or capture, any Content, unless given express permission by Milates.
- b.** You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Services, except (i) where such Content is created by you ("Your Content"), or (ii) as permitted under these Terms of Use.
- c.** You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Website's offering.
- d.** You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.
- e.** You must not employ any techniques or make use of any services, automated or otherwise, including without limitation the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not offer or promote the availability of any such techniques or services to any other users of the Website.
- f.** You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Website or any Content appearing on the Website (other than Your Content).
- g.** You must not, and must not permit any third party to, copy or adapt the object code of the Website, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Website, or circumvent or attempt to circumvent or copy

any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

**h.** You must not use the Website to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libellous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in Chicago Center for Wellbeing's sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise illegal or unlawful in Chicago Center for Wellbeing's sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Website or servers or networks forming part of, or connected to, the Website, or which does or might restrict or inhibit any other user's use and enjoyment of the Website; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

**i.** You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

**j.** You must not rent, sell or lease access to the Website, or any Content on the Website, although this will not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.

**k.** You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company, or sending messages or making comments using the name of another person.

**l.** You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any Milates employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused fees.

**m.** You must not sell or transfer, or offer to sell or transfer, any Milates account to any third party without the prior written approval of Milates.

**n.** You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

**o.** You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by Milates; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of Chicago Center for Wellbeing's servers, system or network or attempt to breach Chicago Center for Wellbeing's data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without

limitation, hacking Chicago Center for Wellbeing's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of Chicago Center for Wellbeing under these Terms of Use, Milates reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that Chicago Center for Wellbeing has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

## **OUR CONTENT**

We aim to update the Website and the Content regularly, and may change the Content at any time. However, any of the Content may be out of date at any given time, and we assume no obligation to update such material.

You understand that you must evaluate the Services and the Content before using any of them, and that you bear all risks associated with your use of same, including any reliance on the integrity, and accuracy of such. We specifically disclaim any responsibility for the accuracy, completeness, appropriateness, legality or applicability of the Content.

## **INTELLECTUAL PROPERTY**

All content included on the Website, including, without limitation, the Content, text, graphics, videos, images, logos, trademarks, service marks, columns, photographs, illustrations, artwork, master recordings, compositions, data compilations and software is the exclusive property of Milates and/or its suppliers and protected by copyrights, trademarks, and other intellectual property rights owned by or licensed to Milates.

We grant you only a personal, limited, non-exclusive, non-transferable, revocable right and license to use the Website, the Content and the Services. We reserve all rights to the Website, the Content and the Services that are not expressly granted to you herein. Copying, reproducing, distributing, modifying, duplicating, reusing, re-posting, uploading, downloading, transmitting or any other use of the Website, the Services or the Content, or portions thereof, for any purpose not specifically permitted herein, including, without limitation, for any public or commercial purposes, is prohibited. Any unauthorized use of the Website, the Services and/or the Content may subject you to criminal prosecution and/or civil liability under applicable law.

Illegal and/or unauthorized uses of the Website, Content, and Services include, without limitation, collecting usernames and/or email addresses of members by electronic or other means for the

purpose of sending unsolicited email, unauthorized framing of or linking to the Website or Services, sharing or disclosing your username or password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Website or Services in any fraudulent or misleading manner, any automated use of the system, such as scraping the Website, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website, and using the Website in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website and Services is with the permission of Chicago Center for Wellbeing, which may be revoked at any time, for any reason, in Chicago Center for Wellbeing's sole discretion.

All feedback, comments, and suggestions for improvements (the "**Feedback**") that you provide to us, in any form, will be the sole and exclusive property of Chicago Center for Wellbeing. You hereby irrevocably transfer and assign to Chicago Center for Wellbeing and agree to irrevocably assign and transfer to Chicago Center for Wellbeing all of your right, title, and interest in and to all of your Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, the "**Intellectual Property Rights**") therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us in acquiring, perfecting and maintaining our Intellectual Property Rights and other legal protections for your Feedback. You will not earn or acquire any rights or licenses in the Website, the Services, the Content or in any Intellectual Property Rights on account of these Terms of Use or your performance under these Terms of Use.

If you believe that any material available on or through the Website and/or the Services violates your copyright, you may send us a copyright infringement notice. Any such notice must include substantially all of the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed;
2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. We request that complete URLs for each instance of the allegedly infringing material be provided;

4. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
5. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. a statement that the information in the copyright infringement notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your written copyright infringement notice must be sent to our designated copyright agent via email to [info@chicagocenterforwellbeing.com](mailto:info@chicagocenterforwellbeing.com), Attention: Copyright Agent. Please be aware that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

The Copyright Agent should only be contacted if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on or through the Services. The Copyright Agent will not respond to any other inquiries.

Chicago Center for Wellbeing will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

The foregoing process applies to copyright only. If you discover any Content that you believe to be in violation of your trademark rights, please report this to us by email at [info@chicagocenterforwellbeing.com](mailto:info@chicagocenterforwellbeing.com).

In all other cases, if you discover Content that infringes any or violates any of your other rights, which you believe is defamatory, pornographic, obscene, racist or otherwise liable to cause widespread offence, or which constitutes impersonation, harassment, spam or otherwise violates these Terms of Use or applicable law, please report this to us at [info@chicagocenterforwellbeing.com](mailto:info@chicagocenterforwellbeing.com).

## **REPEAT INFRINGERS**

Milates will suspend or terminate your access to the Services if Chicago Center for Wellbeing determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Use.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Use, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Website terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by Chicago Center for Wellbeing at its sole discretion.

## **INTERNATIONAL USE**

The Services are hosted servers located in the United States and, as a result, information (including, potentially, personally-identifiable information) may be transferred between or reside or be hosted in countries other than the country of your domicile. Notwithstanding the foregoing, you acknowledge and agree that, to the fullest extent permitted by applicable law, our collection, use, storage and sharing of your information is exclusively subject to the laws of United States, not of the jurisdiction in which you are located. In addition, due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from United States or the country in which you reside.

## **NO WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY**

YOU SPECIFICALLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, THE CONTENT AND THE SERVICES IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

- (I) ERRORS, OMMISIONS, MISTAKES, OR INACCURACIES OF THE WEBSITE, THE CONTENT AND/OR THE SERVICES;
- (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, THE CONTENT AND/OR THE SERVICES;
- (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN;
- (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO THE WEBSITE, THE CONTENT AND/OR THE SERVICES;
- (V) VIRUSES OR MALICIOUS SOFTWARE THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE WEBSITE, THE CONTENT AND/OR THE SERVICES OR USE OF ANY CONTENT FROM THE WEBSITE OF ANY THIRD PARTY; OR
- (VI) LOSS OR DAMAGE OF ANY KIND AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR THE SERVICES.



THE SERVICES, THE WEBSITE AND THE CONTENT ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE SERVICES, OR THE CONTENT, INFORMATION, MATERIALS, OR PRODUCTS INCLUDED THEREON AND THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CHICAGO CENTER FOR WELLBEING AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COUNSELING AND CAUCHING. NON-INFRINGEMENT OR THAT THE SERVICES OR THE CONTENT WILL IMPROVE YOUR PHYSICAL OR MENTAL HEALTH OR ACHIEVE A SPECIFIC RESULT. FURTHER, CHICAGO CENTER FOR WELLBEING AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE WEBSITE, THE SERVICES OR THE CONTENT OR ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER INFORMATION CONTAINED THEREIN AND THEREON. IF YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

WE DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CHICAGO CENTER FOR WELLBEING OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

NEITHER CHICAGO CENTER FOR WELLBEING NOR ITS AFFILIATES WILL BE LIABLE, UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA, 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 CHICAGO CENTER FOR WELLBEING. THE WEBSITE, THE SERVICES AND THE CONTENT WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. FURTHERMORE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MILATES' MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CAUSES OF ACTION WHATSOEVER, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, WILL BE THE GREATER OF: (i) ONE HUNDRED DOLLARS (\$100.00); OR (ii) THE AMOUNT YOU PAID TO CHICAGO CENTER FOR WELLBEING IN CONNECTION WITH ANY SERVICES PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **THIRD PARTY RESOURCES**

The Website, the Content and the Services may include links or application program interfaces ("API") to other sites or resources on the Internet that are owned and operated by online merchants and other third parties. Links to such websites and/or the inclusion of third party resources do not imply any endorsement by Chicago Center for Wellbeing of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge that we

are not responsible for the availability of, or the content located on or through, any such third-party site or resource. You should contact the site administrator or Webmaster for those third-party sites 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 of use and privacy policies of each site, and we encourage you to review the privacy policies of third-party sites.

## **INDEMNITY**

You agree to indemnify and hold Chicago Center for Wellbeing its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (i) your use of the Services, the Website and/or the Content; (ii) a claim that you, or any third party using your Credentials, infringed any intellectual property or other right of any person or organization using the Services, the Website and/or the Content; (iii) the violation of these Terms of Use by you, or any third party using your Credentials; or (iv) your negligence or wilful misconduct.

## **DISPUTE RESOLUTION**

If there is any dispute arising out of the Website and/or the Services, by using the Website and/or Services, you expressly agree that any such dispute shall be governed by the laws of the State of Illinois, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Illinois, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of Illinois with the same force and effect as if such service had been made within the State of Illinois. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

Any dispute regarding these Terms of Use, including the validity, existence, binding effect, interpretation, performance, breach or termination, and including tort claims, shall be referred to and finally determined, to

the exclusion of the courts, by a single arbitrator. The arbitration shall take place in Chicago, Illinois, in English, and in accordance with the rules of the American Arbitration Association for full and final settlement of such Claim, and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall be held in accordance with the Rules for Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association or other mutually agreeable organization, before a single arbitrator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement), selected by agreement of both parties or by an independent mediator (with knowledge and expertise of copyright law if the claim is all or partially for copyright infringement) if the parties are unable to agree. The parties shall split the arbitration and/or mediator costs. An award rendered by the arbitrator(s) may be entered and confirmed by the courts of the State of Illinois, County of Cook, or the United States District Court for the Northern District of Illinois. The parties agree that any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of Illinois, County of Cook, or the United States District Court for the Northern District of Illinois.

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY CHICAGO CENTER FOR WELLBEING IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU REGISTER ON THE WEBSITE TO THE FOLLOWING EMAIL ADDRESS: [INFO@CHICAGOCENTERFORWELLBEING.COM](mailto:INFO@CHICAGOCENTERFORWELLBEING.COM), ATTENTION: LEGAL DEPARTMENT. YOUR WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, MAILING ADDRESS AND EMAIL ADDRESS, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH CHICAGO CENTER FOR WELLBEING, OR YOUR USE OF THE WEBSITE, THE SERVICES OR THE CONTENT.

UNLESS OTHERWISE REQUIRED BY LAW, YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT, FACTS OR DISPUTE.

Should you have a dispute with one or more users or end-users, or an outside party, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands 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 such disputes. We encourage users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL PARTIES TO ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES, THE CONTENT OR THESE TERMS OF USE MUST BE INDIVIDUALLY NAMED. YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE FOR ANY DISPUTE PERTAINING TO THE WEBSITE, THE SERVICES, THE CONTENT OR THESE TERMS OF USE TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS, OR ON BASES INVOLVING DISPUTES BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC.

The failure of Chicago Center for Wellbeing to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and be enforceable.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Services, the Content and the Website. Notwithstanding the foregoing, and as described below, certain provisions of these Terms of Use survive termination of your use of the Website and/or Service.

We may, in our sole discretion, and without liability or penalty remove your access to the Website and/or the Services and/or the Content for any reason, including without limitation, lack of use, or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. In such event, but subject to any survival provisions herein, any contracts, verbal or written or assumed, will be terminated as well.

In addition, we, in our sole discretion and at any time, may discontinue providing the Services, the Website and/or the Content or any part thereof, with or without notice and without liability or penalty. Any termination of your access to the Service, the Website and/or the Content under any provision of these Terms of Use may be effected without prior notice.

In order to protect the integrity of the Services, [chicagocenterforwellbeing.com](http://chicagocenterforwellbeing.com) reserves the right at any time in its sole discretion to block members from certain IP addresses from accessing the Website and/or Services.

If we remove your access to the Services, the Website and/or the Content, all rights and obligations under these Terms of Use shall cease, save for those provisions hereof which expressly, or by their nature are intended to, survive termination, including without limitation those pertaining to ownership of intellectual property, disclaimers, indemnities and limitations of liability.

## **PARENTAL OR GUARDIAN PERMISSION**

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 18 ARE NOT PERMITTED TO USE THE WEBSITE OR SERVICES UNLESS A SUPERVISING

PARENT OR GUARDIAN IS PRESENT. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO REGISTER ON THE WEBSITE OR GIVE CHICAGO CENTER FOR WELLBEING THEIR EMAIL ADDRESS OR ANY OTHER PERSONALLY IDENTIFIABLE INFORMATION.

## **GENERAL**

You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

If you access Chicago Center for Wellbeing from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Website or Services from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

This Agreement contains the entire agreement between you and Chicago Center for Wellbeing regarding the use of the Website and/or the Services.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, Chicago Center for Wellbeing's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect Chicago Center for Wellbeing's ability to enforce such term at any point in the future.

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

