

Effective Date 10/15/17

Privacy Policy

We recognize the importance of your privacy. Please read the following policy (the “**Privacy Policy**”) to understand how your information will be treated. These privacy practices apply to the website, and other distribution platforms (the “**Sites**”) operated by quirkByoga.

Our Site and associated communications from us may contain links to third-party sites, which are not subject to this Privacy Policy. We recommend that you read the privacy policy of any such sites that you visit. This Privacy Policy applies only to the Sites.

Changes to this Privacy Policy

This Privacy Policy may change from time to time. We will post any changes on this page and, if the changes are significant, we will provide a more prominent notice (which may include email notification of policy changes for those that have created accounts and provided an email address). Each version of this Privacy Policy will be identified at the top of the page by its effective date. Therefore, we encourage you to check the date of our Privacy Policy whenever you visit the Sites for any updates or changes.

Consent

By visiting our Site, you are consenting to the information collection, use and sharing practices described in this Privacy Policy, as modified from time to time by us. In order to access certain functionalities of the Site you will be required to register by providing certain information.

What this Privacy Policy Does NOT Address

This Privacy Policy does not address the data management practices and policies of and information usage policies of other sites to which the Site may link to.

Information We Collect

The information we collect from visitors to our Site depends upon how visitors choose to interact with us through the Site. We offer some services that do not require you to register for an account or provide any personal information to us. For example, you can read content without providing personal information. However, using our full range of services involves providing personal information to us. Personal information is information that can be used to identify you, such as your name, address, email address, telephone number or billing information. When you register with us and sign in to our Site, we recognize that you are not anonymous to us.

The following is a list of types of information we may collect and ways in which it is collected:

Information You Provide. When you sign up for a service that requires registration, we ask you for personal information such as your name and email address. We also collect information you provide when requesting a service, and this information may, among other things, include personal information or reveal details about your preferences. We typically store and maintain the information collected.

User Communications. When you send email or other communications to quirkByoga we retain those communications in order to process your request and improve our service.

Logged Information. We automatically collect and store some information that you do not actively provide, such as your internet protocol (IP) address, software and hardware attributes such as browser type, the date and time of your visit, and the last website you visited prior to visiting the Sites. This information is used to enhance the services we provide to you.

Cookies. When you visit the Sites, we send one or more cookies (that is, small text files) to your computer that uniquely identifies your browser. Most browsers are initially set up to accept cookies, but you can change your browser's settings to refuse all cookies or to indicate when a cookie is being sent. However, some features and services will not function properly if cookies are disabled. Cookies may contain account information such as your user name and password if you opt in to the automatic login option.

Other Internet Technology. We may use other technology, such as pixel tags and web beacons, to track use of our Sites. We may also include web beacons in email messages, newsletters, or other communications to determine whether messages have been opened and acted upon.

How We Use The Information

In general, we use personal and other information collected through the Site to fulfill your requests for services, contact you, customize content, and improve our services. More specifically, we use personal and other information as follows:

Provide Services. To provide our services, for example to deliver a message to the addresses or other destinations you have specified.

Communicate. Use your personal information to communicate with you generally, for example to respond to a query from you, or to provide you with updates or information concerning our services or the services of other companies that we believe you may be interested in. For information regarding opting out of some of these communications, please see "Your Choices" below.

Customization. To customize the content that you see on the Site and in associated communications. For example, the Site and associated communications from us may include information based on personal and other information.

Research. To improve our services, we conduct research on how are services are used. For example, we may request that you complete user surveys, and use the resulting data to improve the Site.

Improve Usability. We use cookies to improve the quality of our service by storing user preferences and tracking user trends, such as how people use the Site. We also use other Internet technology, as described above under “Information We Collect.”

Information Sharing and Disclosure

We do not sell, share or disclose your contact information or personal information except to provide the services you request, when you give us permission, and in the following cases:

Providing Services. Personal and other information is anonymously shared with our selected suppliers, service providers and partner sites in connection with providing services to you. For example, we may provide such information to third parties in connection with operating and maintaining the Site, fulfilling your requests for services, processing credit card payments (if applicable), performing business and sales analysis, and offering contests or conducting surveys. We do not provide contact details to other companies for their marketing or mailing list.

Content Sharing. Content (meaning any materials, including, without limitation, text, pictures, graphics, sound files and other files and the selection and arrangement thereof, the “Content”) that you make available publicly on the Sites is generally displayed to other visitors to the Sites. Content that you make available publicly may be collected and used by others, and we cannot control what other users do with this Content.

Complying With The Law. We disclose personal and other information if we have a good-faith belief that the disclosure is reasonably necessary to comply with the law, legal process or an enforceable government request; to enforce applicable terms of use for our services; to detect, prevent or otherwise address illegal activity, fraud, or security issues; or to protect the property or safety of our users, quirkByoga, or the public as required or permitted by law.

Change of Control. In connection with a significant transaction involving quirkByoga, such as a merger or acquisition, we may transfer personal and other information to another party, but we will provide a notice before your personal information becomes subject to the privacy policy of another company.

Aggregate Data. We may share aggregated information with third parties, such as usage statistics or demographic trends regarding our users. This data does not include personal information.

Your Choices

As a user of the Sites you have the following options:

Account Review. If you have an account with us, you can review and update your account information (such as your name and contact information) online by making the appropriate selections or changes. We make good faith efforts to provide you with access to your personal information and the ability to correct the information if it is inaccurate or to delete it at your request (if it is not required to be retained by law or for legitimate business purposes). We require users to reliably identify themselves and the information they wish to access, correct, or remove before processing these requests, and we may decline to process requests that we believe in good faith are unreasonable or unduly burdensome (such as requests that are repetitive, require disproportionate technical effort, jeopardize the privacy of others, or would be impractical to satisfy).

Service Review. You can add, edit, pause or remove services that you have subscribed to by logging into the Site.

Opt Out. If we propose to use personal information for any purposes other than those described in this Privacy Policy, we will offer you an effective way to opt out of the use of personal information for those other purposes. We do reserve the right to contact you on matters that we believe in good faith to be urgent or of particular importance even if you opt out from other communications, but these would not include marketing communications.

Information Security

We take appropriate security measures to protect against unauthorized access to and unauthorized alteration, disclosure or destruction of personal information. These measures include administrative and physical security measures intended to guard against unauthorized access to personal data. No method of transmission over the Internet or method of electronic storage is one hundred percent secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

Contacting Us

If you have any questions or concerns about this Privacy Policy, please feel free to contact us by email or at the following mailing address:

quirkByoga
Kate Connolly

quirkByoga
P.O. Box 22
Montpelier, VA 23192
quirkbyoga@gmail.com
804-404-5283

Effective Date 10/15/17

Terms and Conditions Agreement

This Terms and Conditions Agreement (the “**Agreement**”) is between you and QuirkByoga. QuirkByoga is comprised of various websites and other distribution platforms (the “**Sites**”) operated by QuirkByoga.

Acceptance of Terms

The Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Sites and Services constitutes your agreement to all such terms, conditions, and notices.

Personal Service

The services provided by the Sites (the “**Services**”) are made available for your personal, non-commercial use only. You may not use the Services to sell a product or service, or to increase traffic to your business for commercial reasons, such as advertising sales. If you want to make commercial use of our Services, you must enter into an agreement and do so in advance. Please contact us for more information.

Use of the Service

You understand that physical exercise can be strenuous and can expose you to the risk of serious injury. We urge you to obtain a physical examination from a doctor before participating in any exercise activity.

You voluntarily assume any and all risks, known or unknown, associated with your use of the Service (collectively “**Your Participation**”). You acknowledge that Your Participation may present certain risks, and hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, death, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by the Released Parties.

Notwithstanding the foregoing, you hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with Your Participation. You agree that by participating in physical exercise or training activities you do so entirely at your own risk.

Release

You expressly agree to release and discharge the instructor and QuirkByoga, and each of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors, assigns and the directors, officers, employees, agents contractors, partners, shareholders, representatives and members of the foregoing entities or other persons affiliated with the Sites (the “**Released Parties**”) from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Released Parties for personal injury or property loss.

Modification Of These Terms Of Use

QuirkByoga reserves the right to change the terms, conditions, and notices under which the Sites are offered, including but not limited to the charges associated with the use of the Services.

Registration Information

The Sites are not directed at children under eighteen years of age, and by providing information about yourself to QuirkByoga you are representing that you are eighteen years of age or older and that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on our Sites and (b) maintain and promptly update your information to keep it true, accurate, current and complete.

Links To Third Party Websites

The Sites may contain links to other websites (the “**Linked Sites**”). The Linked Sites are not under the control of QuirkByoga and QuirkByoga is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. QuirkByoga is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by QuirkByoga of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of the Sites, you warrant to QuirkByoga that you will not use the Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sites in any manner that could damage, disable, overburden, or impair the Sites or interfere with any other party’s use and enjoyment of the Sites.

You may not send automated queries of any sort to the Sites without express permission in advance from QuirkByoga. Similarly, you are not allowed to copy, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of, or modify the Sites in any manner.

Trademarks, Names and Logos

All trademarks, names and logos used on the Sites or delivered via the Services are either owned by QuirkByoga or a use right has been granted to QuirkByoga. Your use of the Services and Sites does not allow you to infringe those rights or the rights of the third parties that may exist in material contained in the Sites. No license is expressly impliedly granted within or as a result of your use of the Sites or Services. Without the prior permission of QuirkByoga, except in the utilization of our widgets or mobile applications, you agree not to display or use in any manner, any of the trademarks, names and logo featured on the Sites for which you do not have personal rights.

Use of Communication Services

The Sites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- * Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- * Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- * Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- * Advertise or offer to sell or buy any goods or services for any business purpose.
- * Conduct or forward surveys, contests, pyramid schemes or chain letters.
- * Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- * Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- * Restrict or inhibit any other user from using and enjoying the Communication Services.
- * Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service.
- * Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- * Violate any applicable laws or regulations.

QuirkByoga has no obligation to monitor the Communication Services. However, QuirkByoga reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. QuirkByoga reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

QuirkByoga reserves the right at all times, in its sole discretion, to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided To QuirkByoga Or Posted On The Sites

QuirkByoga does not claim ownership of the materials you provide to QuirkByoga (including feedback and suggestions) or post, upload, input or submit to the Sites or

its associated services (collectively “Submissions”). However, by posting, uploading, inputting, providing or submitting your Submission you are granting QuirkByoga permission to use your Submission in connection with the operation of their business including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. QuirkByoga is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in QuirkByoga’s sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. QUIRKBYOGA AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITES AT ANY TIME. ADVICE RECEIVED VIA THE SITES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

QUIRKBYOGA AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. QUIRKBYOGA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF QUIRKBYOGA FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QUIRKBYOGA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITES, WITH THE DELAY OR INABILITY TO USE THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF QUIRKBYOGA OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

Termination and Access Restriction

QuirkByoga reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice.

Privacy Policy

QuirkByoga respects your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in our Privacy Policy. The Privacy Policy is expressly incorporated into this Agreement by this reference.

General

To the maximum extent permitted by law, this agreement is governed by the Laws of the State of Virginia, U.S.A., and you hereby consent to the exclusive jurisdiction and venue of courts in Richmond, Virginia, U.S.A. in all disputes arising out of or relating to the use of the Sites. All claims and disputes arising under or relating to this Agreement are to be settled by arbitration in the State of Virginia, County of Richmond before one arbitrator with no less than 10 years of active litigation practice. This arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in

writing by all parties. The arbitration shall be administered under the rules of the American Arbitration Association and shall include a written record of the arbitration hearing. The arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. Judgment on the Award may be entered in the State of Virginia in the County of Richmond.

Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of this Terms Of Use Agreement, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and QuirkByoga as a result of this agreement or use of the Sites. QuirkByoga's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of QuirkByoga's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by QuirkByoga with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and QuirkByoga with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and QuirkByoga with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

This Agreement and your agreement to it and to use of the Sites and Services are for the benefit of QuirkByoga and its affiliates, successors or assigns.