

## Mo Yoga Less Problems Terms of Use

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#### 1. INTRODUCTION

Welcome to the Internet site (“Site”) operated by Jaspreet Bansal d/b/a Mo Yoga Less Problems (“MoYoga”, “we”, “our” and “us”).

Mo Yoga Less Problems is a podcast that helps connect you with yoga teachers and learn more about your local community and yoga. This Site permits users to listen to a podcast; read about yoga; yoga teachers; learn about events; shop for products in the online store; join a newsletter, and contact the site owner.

This Site permits users to submit information and other materials (“Content”) that may be posted on the Site and shared with third parties. By submitting any Content, a user agrees that he/she is eligible to submit Content and understands and agrees to be bound by these Terms of Use.

**PLEASE READ THESE TERMS OF USE CAREFULLY.** By accessing or using this Site in any way you are agreeing to comply with these Terms of Use, including any documents, policies and guidelines incorporated by reference (referred to collectively as the “Terms”).

#### 2. CHANGES TO THE TERMS OR SITE

MoYoga may change or modify the Terms from time-to-time without notice other than posting the amended Terms on the Site. The amended Terms will automatically be

effective when posted on our Site. Your continued use of our Site after any changes in these Terms shall constitute your consent to such changes. MoYoga reserves the right to change, modify or discontinue, temporarily or permanently, the Site (or any portion thereof), including any and all content contained on the Site, at any time without notice. You agree that MoYoga shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof).

### 3. PRIVACY POLICY

Please view our [Privacy Policy](#), which explains MoYoga's practices relating to the collection and use of your information through or in connection with our Site. MoYoga's use of your information is governed at all times by our Privacy Policy, which is incorporated into these Terms. You understand that through your use of the Site you consent to the collection and use of this information (as set forth in the Privacy Policy).

### 4. COPYRIGHT AND AUTHORIZATION

This Site provides you access to a wide variety of content. Some of the Information is owned by MoYoga. Other portions of the Site may be owned by third parties (including Content that is generated by users as further described in Section 7).

To the extent your use of material on the MoYoga Site does not constitute "fair use" for which you do not need our permission, you must seek written permission from MoYoga to use any content found on the Site.

You can submit a request to E: [moyogalessproblems@gmail.com](mailto:moyogalessproblems@gmail.com).

Your request should contain the following:

- Description of the content requested, including where the content can be found on the Site;
- Description of the intended audience and manner of distribution;
- Size of first printing or circulation, if applicable; and
- Contact information for a reply.

All material on the Site that you have been granted permission to reproduce or that constitutes fair use should be attributed to MoYoga.

### 5. COPYRIGHT COMPLAINTS

MoYoga respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to the Site in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing MoYoga's Copyright Agent the following written information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A specific description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

MoYoga's Copyright Agent for notice of claims of copyright infringement on the Site can be reached as follows:

J. Singh, Manager of Security & Copyright Infringement, Mo Yoga Less Problems, 404-319-9988 (tel), moyogalessproblems@gmail.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, may be subject to liability. Please also be advised that MoYoga enforces a policy that provides for the termination in appropriate circumstances of users who are repeat infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, you should consult an appropriate professional for specific advice tailored to your particular situation.

## 6. TRADEMARKS

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## 7. USER SUBMITTED CONTENT

This Site allows users to submit Content that may be posted on the Site without compensation unless required by applicable law or other requirements. With respect to your message, data, image, text, photos, graphics, audio, video or other material you elect to post to this Site, while you retain any and all of your lawfully owned rights in such Content, you acknowledge that you own completely and have full rights to license for MoYoga's use, and you grant MoYoga a royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt,

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You represent and warrant that you own or otherwise control all necessary rights to the Content that you post, that such Content is accurate, that use of the Content you supply does not violate these Terms, specifically including without limitation the requirements of Section 9 (Acceptable Use), and will not cause injury to any person or entity, and that you will indemnify MoYoga for all claims resulting from the Content you supply.

MoYoga shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any Content that is available via our Site for any or no reason, including that any Content violates these Terms or is otherwise objectionable. We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the provider of the Site, we are only a forum and are not liable for any statements, representations, or Content provided by Site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of MoYoga. We do not endorse any Content or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Site is used to disseminate statements that are harmful or inflammatory.

## 9. ACCEPTABLE USE

You agree to use our Site and the Content (whether provided by us or others) in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to our Site, related Software, or Content, nor will you use our Site or related Software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any Content or use our Site in any manner that:

1. is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another’s privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
2. infringes someone else’s patent, trademark, trade secret, copyright, privacy rights, right of publicity, or other intellectual property or other rights;
3. removes any proprietary notices or labels on the Content;

4. advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
5. is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
6. specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
7. constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
8. interferes with others using the Site;
9. is off-topic according to the description of the group, forum or webpage;
10. contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
11. contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;
12. disrupts, interferes or inhibits any other user from enjoying the Site or other affiliated or linked websites, material, contents, products and/or services.
13. uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or services;
14. creates a false identity for the purpose of misleading others;
15. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
16. uses any MoYoga domain name as a pseudonymous return email address;
17. contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
18. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
19. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Site;
20. reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Site or Content, use of the Site, or access to the Site;
21. publishes, publicly performs or displays, or distributes to any third party any Content, including reproduction on any computer network or broadcast or publications media;
22. systematically collects and uses any Content including the use of any data mining, or similar data gathering and extraction methods;
23. makes derivative uses of the Site or the Content;
24. uses, frames, or utilizes framing techniques to enclose any portion of the Site (including the images found at the Site or any text or the layout/design of any page or form contained on a page); and/or

25. modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our Site. For purposes of these Terms, “reverse engineering” shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site’s underlying technology.

Unless you are participating in an area of the Site that requires or encourages anonymity, we encourage you to use your real name.

## 10. SITE SECURITY

Violating the security of our Site is prohibited and may result in criminal and civil liability. MoYoga may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

## 11. GENERAL PRACTICE REGARDING USE AND STORAGE

You acknowledge that MoYoga may establish general practices and limits concerning use of the Site, including without limitation the maximum number of days that email messages, or other uploaded Content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on MoYoga’s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. Your use of this Site constitutes your consent to allow MoYoga to store electronic communications on its servers. You agree that MoYoga has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Site. You acknowledge that MoYoga reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that MoYoga reserves the right to modify these general practices and limits from time to time.

## 12. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF OUR SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, ANY SITE-RELATED SERVICE OR SOFTWARE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR SITE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITH THE SITE AND ANY SITE-RELATED SERVICE, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. MOYOGA AND RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.
2. MOYOGA AND RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR SITE WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM THE SITE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR SITE OR SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SITE OR OUR SOFTWARE.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MOYOGA OR THROUGH OR FROM OUR SITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR SITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

### 13. LINKS TO OTHER WEBSITES

The Site may contain links to other websites that we think may be interesting or helpful to users. We are not responsible and have no control over these other sites. Remember when you link to another site that site will be governed by different terms and conditions and a different privacy policy. You should be sure you read and agree to those policies.

### 14. ENFORCEMENT

MoYoga reserves the right but does not assume the obligation to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the Site and/or services, and/or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue.

MoYoga may access, use, and disclose information and any Content provided by you to comply with the law (e.g., a lawful subpoena) or based on MoYoga's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to protect our rights or property, or to protect users of MoYoga's services, the Site and other persons or entities from fraudulent, abusive, or unlawful use of the Site or any such services. **ANY INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD-PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.**

## 15. LIMITATION OF LIABILITY

IN NO EVENT SHALL MOYOGA, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE THE SITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SITE, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE SITE, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO OUR SITE, EVEN IF MOYOGA OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR

UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF MOYOGA UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

## 16. INDEMNIFICATION

You agree to indemnify, defend and hold harmless MoYoga and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all claims, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Site, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with MoYoga or your use of our Site. MoYoga reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with MoYoga in asserting any available defenses.

## 17. TERMINATION/SUSPENSION

You agree that MoYoga may immediately terminate or suspend your account, any associated email address, and access to all or any part of the Site or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Site (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if MoYoga elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within the Site, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the Site. You agree that all terminations and suspensions for cause shall be made in MoYoga's sole discretion and that MoYoga shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated email address, or access to the Site. Further, MoYoga reserves the right, to immediately terminate or suspend your account, any associated email address, and access to the Site at any time for any reason and without notice to you in its sole discretion. Sections 15, 16, and 17 of these Terms shall survive the termination of this Agreement.

## 18. ONLINE STORE

The MoYoga Site permits users to shop for products in the online store (the "Store"). All proceeds from the sale of products in the Store go to support MoYoga projects. Except for MoYoga-branded products, MoYoga does not control or endorse any products or information about products of third parties in the Store in any way. MoYoga

is not responsible for examining or evaluating, and MoYoga does not warrant the offerings of, any of these businesses or individuals who offer products in the Store. MoYoga does not assume any responsibility or liability for the actions, products, and content of any of these third parties.

In order to protect MoYoga and users of the Site from fraudulent activity, MoYoga may implement reasonable procedures regarding any online orders including but not limited to the validity of information provided or limiting the amount of products that may be ordered by a single individual or entity. MoYoga reserves the right to further limit quantities or to cancel or reject orders in its sole discretion.

## **19. MISCELLANEOUS**

MoYoga's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be performed in Oregon. You agree that any legal action or proceeding between MoYoga and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Oregon. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. MoYoga may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of MoYoga. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our Site within one year after it arises.