



ONLINE COURSE AGREEMENT

Why You're Reading This Document

We only communicate one way – openly and honestly. This online course agreement (the “**Agreement**”) outlines our mutual expectations and the terms and conditions for participating in our online courses. If there is anything you are uncomfortable with, please let us know - we want to make sure we are on the same page moving forward.

By signing up for our online course program, you agree to be bound by the following conditions.

- 1. Parties.** This Agreement is made between Yogatation, a Sole Proprietorship operating out of the Province of Ontario (“**Yogatation**”, “**we**”, “**our**”, and “**us**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
- 2. The Course.** Yogatation is providing you with this mindful and centered online course that you are purchasing, as per this Agreement (collectively the “**Online Course**”). The Online Course, “12 days of Christmas Yoga” includes recorded 30-minute videos with a Christmas yoga sequence.
- 3. Term + Termination.** This Agreement will be binding upon signing up with email for the Online Course. Once email has been confirmed online, you will receive access to the Online Course starting on the day that the course launches. You will have access to the Online Course for 30 days, to use in your own time and at your own discretion! Please note that if you violate any of the terms of this Agreement, Yogatation may terminate this Agreement effective immediately and you will not be entitled to any refunds or any continued working relationship with Yogatation.
- 4. Payment. This is a FREE online course*.** Payment of the Online Course is due upon completed purchase of the Online Course. You agree to pay the price, including the possibility of payments in installments or recurring subscriptions, of the Online Course as advertised through our media and website.
- 5. Recurring Subscriptions.** If your method of payment includes an auto renewal feature (“**Recurring Subscription**”), you authorize Yogatation to maintain your account information and charge that account automatically upon the renewal of the Online Course with no further action required by you.
- 6. Refunds.** Our refund policy is as follows: we do not provide any refunds or transfers.
- 7. Payment Failure.** In the event that your payment fails, you will not be able to access any of the information or content of the Online Course. In the event of three failed payments, you understand that Yogatation may contract a collection agency to collect the money from you.
- 8. Individual Login Access.** Any passwords and user IDs used to access the Online Course as part of this Agreement are for your individual use only. You are responsible for the security of your password and user ID and for all activities that occur under your user ID and password. You agree to notify us or the third party operator immediately of any unauthorized use of your password or account or any other breach of security. Yogatation will be entitled to monitor passwords and user IDs and, at its discretion, require you to change passwords. You further agree that Yogatation will not be responsible for the unauthorized use of your profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. Yogatation cannot and will not be liable for any loss or damage arising from your failure to comply with these provisions. Should you violate this provision or any other provision in this Agreement, Yogatation reserves the right to immediately revoke your access to the Online Course and block your access of the website or online program, without providing any refund.



- 9. Your Conduct.** You are solely responsible for all videos, images, information, or other data that you upload, publish, or otherwise use via the Online Course. Yogatation reserves the right to remove any kind of offensive or inappropriate content from the Online Course, and to suspend or terminate your access to the Online Course in such an event.
- 10. Interactions in the Course.** You are responsible for your own actions and interactions with any other user in connection with the Online Course. Yogatation will have no liability or responsibility in this regard, however we reserve the right, but have no obligation, to become involved in any way with disputes between you and any other users.
- 11. No Guarantees.** As this is an independent study arrangement, it is up to you what you get out of the Online Course. No guarantees can be made for the results from this program.
- 12. Ownership of Intellectual Property.** All materials provided in connection with this Agreement, including without limitation, written or printed documents, photographs, audio and video recordings and software programs, and all copies and derivative works relating thereto (the “**Course Materials**”), are and will remain the sole and exclusive property of Yogatation. You have a limited, non-exclusive right to use the Course Materials to the extent necessary to complete the Online Course. An example of something you are not allowed to do with the Course Materials would be to create a photocopy or reproduce the Course Materials and give it to a friend or sell it to someone. Another example would be to use the Course Materials to create your own online program, or to provide them to someone else who intends to do so.
- 13. Loss of Access.** Yogatation retains the right to revoke your access to the Online Course and any Course Materials in the event that you do not make your payments or if you steal any of our intellectual property, or engage in inappropriate or offensive conduct. Access suspension due to non-payment will be restored once you pay your full amount owing.
- 14. Third Parties.** You are prohibited from sharing any information that you receive through the Online Course with any third parties, without our consent. In the event that you do share any information regarding the Online Course, Yogatation will exercise our full legal rights to remedy the situation.
- 15. Limitation of Liability.** Yogatation makes no representations or warranties of any kind, express or implied, with respect to the Online Course or Course Materials, including without limitation, any warranty, fitness for a particular purpose, title or non-infringement of third-party rights, and Yogatation hereby expressly disclaims the same. In no event will Yogatation be liable for special, incidental, indirect or consequential damages (including without limitation, lost profits or revenues), or other liability arising out of or in connection with this Agreement, regardless of the form of action, whether or not Yogatation has been advised, or otherwise might have anticipated the possibility of such damages.
- 16. General Indemnity.** You hereby fully indemnify Yogatation and any of its members, directors, officers, employees, contractors, volunteers, agents, executors, administrators, successors, family members and assigns (the “**Indemnified Parties**”) and save harmless the Indemnified Parties from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in your use of the Online Course, provided that where Yogatation has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
- 17. Waiver.** Before you participate in our Online Course, you must sign our Waiver Agreement form if we send it to you. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.



18. Standard Legal Things. Jurisdiction. This Agreement will be governed exclusively by the laws of the Province of Ontario. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if we signed the Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.