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# User Agreement

Date Last Modified: January 2020

**Welcome to Secrets of Solo website!**

Secretsofsolo.com and apps (hereinafter referred to as "Secrets of Solo") is an intelligent tool which challenges people to learn dance with (1) high quality online dance classes, (2) Teacher feedback and (3) a community of people interested in learning and interacting through dance together. The Website is owned by Secrets of Solo.

These Terms & Conditions of Use (this "Agreement") apply to: (1) all of the products, services and websites offered by Secrets of Solo, including, but not limited to, the Website; (2) mobile, tablet, internet television, or other digital or electronic versions of the Secrets of Solo video streaming platform; (3) any Secrets of Solo software; and (4) any applications created by Secrets of Solo whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the "Service"). Please note that the availability of any Secrets of Solo applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Secrets of Solo and such social networking site, mobile or tablet device, or internet television or other technology platform.

This Service is not directed to persons under eighteen (18) years of age.

PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE USING THE SERVICE. THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

## **1. Acceptance of Terms**

This Agreement sets forth legally binding terms for your use of the Service. By using the Service, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Service) or you are a "Member" (which means that you have registered on the Website as a user). If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Service immediately. We will post a notification on the Service in the event of any material changes to this Agreement. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Service. Your continued use of the Service following our posting of any changes to this Agreement means that you accept those changes.

## **2. Arbitration Agreement and Class Action Waiver**

You and Secrets of Solo agree that any dispute between us (including disputes against any agent, employee, subsidiary, affiliate, predecessor in interest, successor, or assign of the other) relating to: (1) the Service; (2) any transaction or relationship between us resulting from your use of the Service; (3) the purchase, order, installation, or use of the Service; or (4)

communications between us, will be resolved exclusively and finally by binding arbitration and the arbitration decision may be enforced and judgment entered thereon in any court of competent jurisdiction. You and Secrets of Solo further agree that any determination regarding the applicability, enforceability, or validity of this arbitration agreement will be made by the arbitrator, not by any court.

By agreeing to this arbitration agreement, you are giving up your right to go to court, including, but not limited to, your right to a jury trial.

### **3. General Registration Requirements**

If you wish to become a Member, communicate with other Members and/or otherwise make use of the Service, you must read this Agreement and indicate your acceptance during the Member registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Ireland 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 the Website (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Secrets of Solo reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Secrets of Solo's Materials (as defined in Section 14 of this Agreement) and Secrets of Solo's Content (as defined in Section 8 of this Agreement) on the Service (collectively, "Secrets of Solo's Content") is provided to you "AS IS" for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Secret of Solo's. Other than rights expressly granted to you, Secrets of Solo's reserves all rights in and to the Service and the Secrets of Solo's Content.

#### **You may access Website and Content as available:**

- For your information and personal use; as intended through the normal functionality of the Secrets of Solo's Service; and for Streaming ("Streaming" or "Stream" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Secrets of Solo's Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user).
- Accessing videos via the Service for any purpose or in any manner other than Streaming is expressly prohibited. When you Stream Secrets of Solo's Content, the resolution and quality of Secrets of Solo's Content you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While we strive to provide a quality viewing experience, we make no guarantee as to the resolution or quality of the Streaming

Secrets of Solo's Content you will receive.

In order to be able to Stream or download Secrets of Solo's Content from the Service and to view Secrets of Solo's Content on the Service, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time and is otherwise capable of interacting with the Service (each such device, a "Compatible Device"). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

#### **4. Health Disclaimer**

Physical exercise, in all of its forms is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, such but not limited to dance or using any suggested equipment, shown in any of the video clips on the Service. Secrets of Solo's is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to dance are not required to be performed by you and are carried out at your election while viewing Secret of Solo's videos.

By using the Service, you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes, courses, programs, and activities from Secret of Solo's, you will not exceed your limits while performing such activity, and you will select the appropriate level of activity for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Secrets of Solo's, or any person or entity involved with Secrets of Solo's, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

#### **5. Certification and Disclaimer of Affiliation with Accreditation Body**

Secrets of Solo's Content offered by Secrets of Solo's are for information purposes only and do not make you eligible for certification by any governing or accreditation body to teach Dance.

#### **6. Minors**

Secrets of Solo's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Secret of Solo's you are representing that you are

eighteen (18) years of age or older. You must be at least eighteen (18) years of age to become a Member and purchase Services. By agreeing to this Agreement during the sign up process, you represent and certify that you are legally able to enter into any and all purchase agreements with Secrets of Solo's and its partners, vendors, agents and service providers.

#### **7. Member Account, Password and Security**

If you register on the Service, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Secrets of Solo's of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You may never use another Member's account without prior authorization from Secrets of Solo. Secrets of Solo will not be liable for any loss or damage arising from your failure to comply with this Agreement.

#### **8. Prohibited Conduct**

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (individually and collectively, "Content") that:

- interferes with or disrupts the Service;
- is inaccurate, off-topic, irrelevant, or inappropriate for the purposes of the Service;
- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Members;
- involves commercial activities and/or sales without YogaGlo's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person;
- or contains a virus or other harmful component.

Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Service, (b) attempt to gain unauthorized access to any portion or feature of the Service or any other systems or networks connected to the Service or to any Secrets of Solo server or to any of the services offered on or through the Service, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service, (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Service, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Secrets of Solo's systems or networks or any systems or networks connected to the Service, (f) use any device, software, or routine to interfere with the proper working of the Service or any transaction conducted on the Service, or with any other person's use of the Service, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Secrets of Solo on or through the Service, or (h) use the Service in an unlawful manner.

#### **9. Responsibility for Content**

You, and not Secrets of Solo, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Service. Secret of Solo does not control the Content posted by third parties via the Service and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will Secrets of Solo be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

#### **10. Rejection/Removal of Content**

You acknowledge that Secrets of Solo may or may not pre-screen Content posted on the Service, that Secrets of Solo is not responsible for behavior or comments of teachers and/or students and/or music on the Service, but that Secrets of Solo shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, Secrets of Solo shall have the right to remove from the Service any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Secrets of Solo

If you become aware of misuse of the Service by any person, please [contact](#) Secrets of Solo

#### **11. Termination or Suspension of Account**

If Secrets of Solo determines in its sole discretion that you are violating any of the terms of this Agreement, Secrets of Solo may: (1) notify you, and (2) use technical measures to block or restrict your access or use of the Service. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Service, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use. If Secrets of Solo terminates your account or suspends or discontinues your access to the Service due to your violations of this Agreement, then you will not be eligible for any credit, refund or discount or other consideration.

#### **12. Preservation/Disclosure**

You acknowledge, consent and agree that Secrets of Solo may access, preserve and disclose your account information or Content posted by you if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of Secrets of Solo, its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

#### **13. Security Components**

You understand that the Service and software embodied therein may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Secrets of Solo and/or content providers who provide content to Secrets of Solo. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Service.

#### **14. Proprietary Rights**

Materials on the Service, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual

property rights owned and controlled by Secrets of Solo or by third parties that have licensed or otherwise provided their material to Secrets of Solo. You acknowledge and agree that all Materials on the Service are made available to you for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Service, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Secrets of Solo's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize the Service or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

#### **15. Non-commercial Use**

The Service may not be used in connection with any commercial purposes, except as specifically approved by Secrets of Solo's. Unauthorized framing of or linking to any of the Service is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

#### **16. License to Your Content**

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "Posting") any Content on or through the Service, you hereby grant to Secrets of Solo a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through the Service, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. If you wish to remove any Content from the Service, your ability to do so may depend on the type of Content, the location and manner of Posting, and other factors. You may contact us to request the removal of certain Content you have Posted, but Secrets of Solo has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Notwithstanding the foregoing, a back-up or residual copy of any Content Posted by you may remain on Secrets of Solo servers after the Content appears to have been removed from the Service, and Secrets of Solo retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title and interest in all Content posted by you on or through the Service, or otherwise have the right to grant the license set forth in this section, and (b) the Posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

#### **17. Secrets of Solo and Third Parties**

Our Service contains Secrets of Solo Content, and Content of third party licensors to Secrets of



Solo (including Content provided by users of the Service, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Secrets of Solo owns and retains all rights, title and interest in the Secrets of Solo Content. Secrets of Solo hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the Secrets of Solo Content and any third party Content located on or available through the Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Service. Any dealings with third parties included within or on the Service involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Secrets of Solo is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Service does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Secrets of Solo or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Service is provided to you for informational purposes only. Secrets of Solo encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Secrets of Solo works to ensure the information on the Service is current and accurate, Secrets of Solo does not warrant the accuracy of any information contained thereon (including information provided by instructors) or its fitness for any particular purpose.

### **DMCA Takedown Notice Requests**

If you believe that your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, you may notify us by providing the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the DMCA communication to the following name and address: Customer Support at [info@secretsofsolo.com](mailto:info@secretsofsolo.com)

#### **18. Other Sites**

The Service may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. Secrets of Solo does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in or on the Service does not imply Secrets of Solo's endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

#### **19. International Use**

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 Ireland or the country in which you reside.

#### **20. Privacy Policy**

Secrets of Solo respects your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in Secrets of Solo's Privacy Policy. A complete statement of the current privacy policy can be found in Secrets of Solo's Privacy Policy. The Privacy Policy is expressly incorporated into this Agreement by this reference.

#### **21. Infringement Policy**

Secrets of Solo reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service by any user who is alleged to have infringed on the intellectual property rights of Secrets of Solo or of a third party, or otherwise violated any intellectual property laws or regulations. Secrets of Solo's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Secrets of Solo to delete, edit, or disable the material in question, you must provide Secrets of Solo with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) 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; (c) identification of the material that is claimed to be infringed 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 Secrets of Solo to locate the material; (d) information reasonably sufficient to permit Secrets of Solo to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) 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 (f) a statement that the information in the notification 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. For this notification to be effective, you must provide it to Secrets of Solo by e-mail with a return receipt acknowledgement.

## **22. Member Disputes**

You are solely responsible for your interactions with other Members. Secrets of Solo reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members.

## **23. Modification/Suspension/Discontinuation of Content**

We regularly make changes to the Service. The availability of the Content, as well as platforms and compatible devices through which devices are available, will change from time to time. Secrets of Solo reserves the right to replace or remove any Content and the platforms available to you through the Service, including specific titles of Content, and to otherwise make changes in how we operate the Service. Additionally, you agree that for various reasons, certain Content may be available through one platform may not be available on another. We hope not to, but we may change, suspend or discontinue - temporarily or permanently - some or all of the Service (including the Content and compatible devices through with the Service is accessed, with respect to any or all users, at any time without notice. In our continued assessment of the Service, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the Service, including promotional features, user interfaces, plans, pricing, and advertisements. You acknowledge that Secrets of Solo may do so in Secrets of Solo's sole discretion at any time without notice.

## **24. Membership Subscription Fees and One-Time Fees for Online Courses**

Secrets of Solo offers membership subscription-based access to its dance classes ("Classes"), as well as one-time purchases of courses intended to instruct a person related to a specific area of study or on a particular topic that can be viewed for a limited period of time ("Online Courses"). Secrets of Solo reserves the right to cancel, interrupt, or reschedule any Secrets of Solo Content, Class, or Online Course. Subject to your payment of any applicable fees (including applicable taxes) and your compliance with all of the other terms Secrets of Solo specifies for the Service, Secrets of Solo grants you a non-exclusive, non-transferable, limited right and license, so long as the Classes and/or Online Courses are available on the Service, to access, view, use, and display Classes and/or Online Courses for non-commercial, private use.

### **A. Membership Subscription to Classes**

- Billing for Membership to Classes. Memberships, which provide you with access to Classes, are billed on a periodic basis as specified at the time of purchase (e.g., monthly, quarterly, or yearly). Not all memberships include access to feedback. Your Membership

subscription will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or the Service is otherwise suspended or discontinued pursuant to this Agreement. If membership is cancelled or terminated before the end of the applicable billing cycle, Secrets of Solo will not reimburse the Member for the remainder of that paid month. Members may cancel their membership at any time. Membership must be canceled prior to the renewal date in order to avoid additional membership charges. At times, special prepaid membership packages will be available for purchase at varying lengths of time as specified at the time of purchase. Special prepaid memberships will be recurring and will renew automatically on the expiry date.

- **Pricing for Membership Subscriptions.** When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Secrets of Solo later increases the price of the subscription, YogaGlo will notify you via email. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.
- **Free Trial for Membership to Classes.** We require that you provide a valid credit or debit card ("Payment Source") at the time you register for a free trial to ensure that you have continued access to your membership after the expiration of the free trial period ("Free Trial"). Secrets of Solo will not bill your account until the Free Trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a Free Trial once. Secrets of Solo reserves the right to terminate any account that is using or trying to use more than one Free Trial. Because the Secrets of Solo service is offered in multiple time zones, for consistency, a "day" for purposes of this Agreement begins at 12:00am Pacific Time and ends at 11:59p., Pacific Time of that same calendar day. It is very important to understand that you will not receive a notice from Secrets of Solo that your Free Trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Pacific Time on the last day of your Free Trial period.
- **No Sharing of Membership Subscriptions.** Members of Secrets of Solo may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Secrets of Solo as fraudulent use of the Service, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use. Secrets of Solo reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.

### **30 Day Money back Guarantee**

Secrets of Solo will offer a full 30 day money back guarantee on any membership if you elect to cancel your membership within 30 days of the first payment being received. In this event Secrets of Solo may contact you to ask for feedback as to your cancellation, but without

conditions you may cancel your membership within the first 30 days.

## **25. Term and Termination**

This Agreement shall remain in full force and effect for so long as it is posted on the Website. You may terminate your membership at any time, for any reason, by following the instructions on the Website under Account Settings: <https://www.secretsofsolo.com/account/> or by contacting Customer Support at support@secretsofsolo.com. If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period.

Secrets of Solo reserves the right to terminate your account or your access to the Service immediately, with or without notice to you, and without liability to you, if Secrets of Solo believes that you have breached any of the terms of this Agreement, furnished Secrets of Solo with false or misleading information, or interfered with use of the Service by others.

When you close or de-activate your account or if your account is otherwise terminated, we have the right, but not the obligation, to store your personal information, settings, saved and completed classes, and teachers you have followed. Unless we have exercised our right to terminate your account, you can re-activate your account at any time by contacting us.

## **26. Disclaimer of Warranties**

You agree that your use of the Service shall be at your sole risk. The Service and the Material are provided "AS IS" and without warranties of any kind, either express or implied. To the fullest extent permitted by law, Secrets of Solo, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service, and your use thereof. Secrets of Solo makes no warranties or representations about the accuracy or completeness of Secrets of Solo Content or the content of any sites linked to the Service and assumes no liability or responsibility or any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (III) any unauthorized access to or use of Secrets of Solo secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service.

Secrets of Solo does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or featured in any banner or other advertising, and Secrets of Solo will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **27. Limitation on Liability**

In no event shall Secrets of Solo, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (III) any unauthorized access to or use of Secrets of Solo secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory, and whether or not Secrets of Solo is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Secrets of Solo shall not be liable for Content posted by users or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

Any reference to a person, entity, product, or service on the Service does not constitute an endorsement or recommendation by Secrets of Solo or any of its employees. Secrets of Solo is not responsible for any third party Content on the Service or third party web page accessed from the Service, nor does Secrets of Solo warrant the accuracy of any information contained in a third party website or its fitness for any particular purpose.

No communication of any kind between you and Secrets of Solo or a representative of Secrets of Solo shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Secrets of Solo reserves the right to remove any material posted on the Service that it determines in its sole discretion is violative of any law or right of any person, infringes the rights of any person, or is otherwise inappropriate for posting on the Service.

## **28. Exclusions and Limitations**

Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

## **29. Indemnity**

You agree to defend, indemnify and hold harmless Secrets of Solo, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from

and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

### **30. Additional Terms**

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Service, to obtain certain premium Content through the Service, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

### **31. Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service.

### **32. Assignment**

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Secrets of Solo without restriction.

### **33. Integration Clause**

This Agreement together with the Privacy Policy and any other legal notices published by Secrets of Solo on the Service, shall constitute the entire agreement between you and Secrets of Solo concerning the Service and governs your use of the Service, superseding any prior agreements between you and Secrets of Solo with respect to the Service.

### **34. Waiver and Severability of Terms**

The failure of Secrets of Solo to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

### **35. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **36. Governing Law and Venue**

This Agreement shall be governed by the laws of Ireland, without respect to its conflict of laws principles. Any claim or dispute between you and Secrets of Solo that arises in whole or in part

You agree that: (a) the Service shall be deemed solely based in Ireland; and (b) the Service shall be deemed a passive website or service that does not give rise to personal jurisdiction over Secrets of Solo, either specific or general, in jurisdictions other than Ireland

### **37. Ability to Accept Terms of Service**

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

### **38. General**

Secrets of Solo reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Service following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

### **39. Questions**

If you have any questions or comments regarding this Agreement or the Service, feel free to contact us by [info@secretsofsolo.com](mailto:info@secretsofsolo.com)

## **Supplemental Terms & Conditions**

*The Terms & conditions were last updated on June 8, 2022*

## **1. Introduction**

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## **2. Binding**

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can



also ask you to explicitly agree.

### **3. Electronic communication**

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **4. Intellectual property**

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

#### 4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### **5. Newsletter**

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

### **6. Third-party property**

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

## 7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

## 8. Registration

You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

## 9. Refund and Return policy

### 9.1 Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post, fax, or email). Our contact details can be found below. You may use the attached model [withdrawal form](#), but it is not obligatory.

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our [website](#).

If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (for example by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication

concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## 9.2 Effects of withdrawal

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Please note that there are some legal exceptions to the right to withdraw, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.

## 10. Idea submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## 11. Termination of use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 12. Warranties and liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## 13. Privacy

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

## **14. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of Ireland.

## **15. Affiliate marketing**

Through this Website we may engage in affiliate marketing whereby we receive a percentage of or a commission on the sale of services or products on or through this website. We may also accept sponsorships or other forms of advertising compensation from businesses. This disclosure is intended to comply with legal requirements on marketing and advertising which may apply, such as the US Federal Trade Commission Rules.

## **16. Assignment**

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

## **17. Breaches of these Terms and conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **18. Force majeure**

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

## **19. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **20. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **21. Language**

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

## **22. Entire agreement**

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and Jazzville Productions in relation to your use of this website.

## **23. Updating of these Terms and conditions**

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

## **24. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Ireland. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of Ireland. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.

## **25. Contact information**

This website is owned and operated by Jazzville Productions.

You may contact us regarding these Terms and Conditions through our [contact](#) page.

## 26. Download

You can also [download](#) our Terms and Conditions as a PDF.