

Destiny Management Terms & Conditions of Use Agreement

Effective April 25, 2019

Welcome to Destiny Management, LLC's ("Destiny Management") website!

Destiny Management's website and apps (hereinafter referred to as the "Website") is an intelligent tool which challenges people to live fulfilling lives by providing members of all skill levels: (1) high quality movement classes, (2) educational materials about health and wellness, and (3) a community of people interested in living their true potential. The Website is owned by Destiny Management.

These Terms & Conditions of Use (this "Agreement") apply to: (1) all of the products, services and websites offered by Destiny Management, including, but not limited to, the Website; (2) mobile, tablet, internet television, or other digital or electronic versions of the Destiny Management video streaming platform; (3) any Destiny Management software; and (4) any applications created by Destiny Management whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the "Service"). Please note that the availability of any Destiny Management applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Destiny Management 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 Destiny Management 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 Destiny Management further agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, and not by any state law concerning arbitration. You and Destiny Management 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.

In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal, however; an arbitrator can award the same relief that a court can award. The arbitration will be administered by the American Arbitration Association (“AAA”) and conducted under AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”) then in effect at the time of the dispute. You may obtain copies of the AAA Rules and forms and instructions for initiating arbitration by visiting the AAA website at www.adr.org, or by calling AAA at (800) 788-7879. If for any reason the AAA is unavailable, the parties shall mutually select another arbitration forum.

Any arbitration shall be conducted only on an individual basis, and any claim shall not be arbitrated as a class action, in a purported representative capacity, or brought as a private attorney general. The arbitrator shall have no authority to: (1) consolidate more than one person’s claims against Destiny Management; (2) preside over any kind of representative or class proceeding against Destiny Management; or (3) award any kind of class-wide relief. You acknowledge that this class action waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate claims. If any portion of this class action waiver is limited, voided, or cannot be enforced, then the parties’ agreement to arbitrate shall be null and void.

You understand that by agreeing to this class action waiver, you may only bring claims against us in an individual capacity and not as a plaintiff, class representative, or class member in any purported class action or representative proceeding.

If you do not agree to this arbitration agreement and class action waiver, you must tell us in writing and not use the Service.

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 the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on 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, Destiny Management 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. Destiny Management's Materials (as defined in Section 14 of this Agreement) and Destiny Management's Content (as defined in Section 8 of this Agreement) on the Service (collectively, "Destiny Management 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 Destiny Management. Other than rights expressly granted to you, Destiny Management reserves all rights in and to the Service and the Destiny Management Content.

You may access Website and Content as available:

- for your information and personal use;
- as intended through the normal functionality of the Destiny Management Service; and
- for Streaming ("Streaming" or "Stream" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Destiny Management 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 Destiny Management Content, the resolution and quality of Destiny Management 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 Destiny Management Content you will receive.

In order to be able to Stream or download Destiny Management Content from the Service and to view Destiny Management 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 and with or without the use of equipment such as blocks, straps or any other equipment that may be suggested by a Destiny Management instructor, 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, program or using any suggested equipment, shown in any of the video clips on the Service. Destiny Management is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing Destiny Management videos. Nothing contained in the Service should be construed as any form of such medical advice or diagnosis.

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 Destiny Management, 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 or the use of equipment 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 Destiny Management, or any person or entity involved with Destiny Management, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

5. Certification and Disclaimer of Affiliation with Accreditation Body

Destiny Management Content offered by Destiny Management are for information purposes only and do not make you eligible for certification by any governing or accreditation body to teach yoga. Destiny Management is not a member of any yoga-related governing or accreditation body and therefore cannot guarantee that the curriculum meets the standards developed by such organizations. You agree not to hold yourself out as a certified yoga instructor based on completing the courses, content or

programs available on the Service or use Destiny Management's name as a certification or accreditation body for purposes of teaching yoga. Further, you expressly waive and release Destiny Management and its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives of any claim arising from or in connection with teaching yoga or a violation of the terms as provided herein.

6. Minors

Destiny Management's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Destiny Management 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 Destiny Management 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 username, 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 Destiny Management 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 Destiny Management. Destiny Management 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 contrary to the interests of Destiny Management;
- may damage, lessen, or harm the goodwill or reputation of Destiny Management or its services;
- 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 Destiny Management'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 Destiny Management 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 Destiny Management'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 Destiny Management on or through the Service, or (h) use the Service in an unlawful manner.

9. Responsibility for Content

You, and not Destiny Management, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Service. Destiny Management 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 Destiny Management 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 Destiny Management may or may not pre-screen Content posted on the Service, that Destiny Management is not responsible for behavior or comments of teachers and/or students and/or music on the Service, but that Destiny Management 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, Destiny Management shall have the right to remove from the Service any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Destiny Management.

If you become aware of misuse of the Service by any person, please [contact Destiny Management](#).

11. Termination or Suspension of Account

If Destiny Management determines in its sole discretion that you are violating any of the terms of this Agreement, Destiny Management 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 Destiny Management 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 Destiny Management 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 Destiny Management, 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 Destiny Management and/or content providers who provide content to Destiny Management. 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 Destiny Management or by third parties that have licensed or otherwise provided their material to Destiny Management. 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 Destiny Management'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 Destiny Management. 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 Destiny Management 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 Destiny Management 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 Destiny Management's servers after the Content appears to have been removed from the Service, and Destiny Management 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. Destiny Management and Third Parties

Our Service contains Destiny Management Content, and Content of third-party licensors to Destiny Management (including Content provided by users of the Service, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Destiny Management owns and retains all rights, title and interest in the Destiny Management Content. Destiny Management hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the Destiny Management 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. Destiny Management 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 Destiny Management 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. Destiny Management encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Destiny Management works to ensure the information on the Service is current and accurate, Destiny Management 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 (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512 (“DMCA”)):

- 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@destinymgmt.com.

19. 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. Destiny Management 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 Destiny Management's endorsement of such third-party website. If you decide to access any such linked website, you do so at your own risk.

20. 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 the United States or the country in which you reside.

21. Privacy Policy

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

22. Infringement Policy

Destiny Management 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 Destiny Management or of a third party, or otherwise violated any intellectual property laws or regulations. Destiny Management'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 Destiny Management to delete, edit, or disable the material in question, you must provide Destiny Management 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 Destiny Management to locate the material; (d) information reasonably sufficient to permit Destiny Management 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 Destiny Management by e-mail with a return receipt acknowledgement.

23. Member Disputes

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

24. 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. Destiny Management 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 which 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 Destiny Management may do so in Destiny Management's sole discretion at any time without notice.

25. Membership Subscription Fees and One-Time Fees for Online Courses

Destiny Management offers membership subscription-based access to its movement 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"). Destiny Management reserves the right to cancel, interrupt, or reschedule any Destiny Management 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 Destiny Management specifies for the Service, Destiny Management 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. Online Courses.

- **Online Course Fees and Viewing Period.** As part of the Online Courses, you will be able to view the Online Course during the Viewing Period (as defined below). Once the Viewing Period has ended, you will no longer have access to the Online Course.

For purposes of this paragraph the “Viewing Period” shall mean the period of time that is subscribed to during the rental fee of the Online Course (“Online Course Fee”) or as specified within the description of the Online Courses, whichever is later. The Online Course Fee is billed prior to commencing the course. Members are not entitled to a partial refund in the event the Online Courses are not completed. If a Member is terminated due to a violation of this Agreement, Destiny Management will not reimburse the Member for the remainder of any Online Courses, nor will reimbursements be made for cancellations prior the completion of any Online Courses.

- **Course Materials for Online Courses.** As part of the Online Courses, instructors may provide course materials that you may download from the Service (“Course Materials”). Such Course Materials may only be used for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any Course Materials, nor may you modify or create derivative works related to such Course Materials.

B. 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). Memberships do not include access to Online Courses. Your 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, Destiny Management 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 Destiny Management later increases the price of the subscription, Destiny Management will notify you. 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”). Destiny Management 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. Destiny

Management reserves the right to terminate any account that is using or trying to use more than one Free Trial. Because the Destiny Management 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 Destiny Management 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 Destiny Management 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 Destiny Management 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. Destiny Management reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.

26. 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 Customer Support at contact@destinymgmt.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.

Destiny Management 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 Destiny Management believes that you have breached any of the terms of this Agreement, furnished Destiny Management 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](#).

27. 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, Destiny Management, its officers, directors, employees, and agents disclaim all warranties, express or implied, in

connection with the Service, and your use thereof. Destiny Management makes no warranties or representations about the accuracy or completeness of Destiny Management 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 Destiny Management 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.

Destiny Management 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 Destiny Management 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.

28. Limitation on Liability

In no event shall Destiny Management, 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 Destiny Management 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 the Destiny Management 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 Destiny Management 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 Destiny Management or any of its employees. Destiny Management is not responsible for any third-party Content on the Service or

third-party web page accessed from the Service, nor does Destiny Management 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 Destiny Management or a representative of Destiny Management shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Destiny Management 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.

29. 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.

30. Indemnity

You agree to defend, indemnify and hold harmless Destiny Management, 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.

31. 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.

32. 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.

33. Assignment

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

34. Integration Clause

This Agreement together with the [Privacy Policy](#) and any other legal notices published by Destiny Management on the Service, shall constitute the entire agreement between you and Destiny Management concerning the Service and governs your use of the Service, superseding any prior agreements between you and Destiny Management with respect to the Service.

35. Waiver and Severability of Terms

The failure of Destiny Management 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.

36. 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.

37. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington, without respect to its conflict of laws principles. Any claim or dispute between you and Destiny Management that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in King County, Washington.

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

38. 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.

39. General

Destiny Management 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.

40. Questions

If you have any questions or comments regarding this Agreement or the Service, feel free to [contact us](#) by e-mail.