

Chaud, LLC Student Terms & Conditions

Effective Date: April 28, 2025

Thank you for using this service, which is owned and operated by Chaud, LLC (“Chaud Movement,” “we,” “us,” and “our”). These Chaud Movement Student Terms & Conditions (available [here](#)) (the “Student Terms & Conditions”) govern your participation in Activities as defined in the Chaud Movement Terms of Use (available [here](#)) and include legal terms and disclaimers. All capitalized terms not otherwise defined herein shall have the same meaning as the Chaud Movement Terms of Use, into which these Student Terms & Conditions are incorporated by reference.

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE YOU USE OR ACCESS THE SERVICES OR ANY OF THE PRODUCTS OR ENGAGE IN ACTIVITIES THAT ARE AVAILABLE ON OR THROUGH THE SERVICES, AS THESE STUDENT TERMS & CONDITIONS AFFECT YOUR LEGAL RIGHTS.

These Student Terms & Conditions include an Arbitration Agreement, which will govern any dispute between you and us. Unless you opt out as described below, this Arbitration Agreement will:

Eliminate your right to a trial by jury; and

Substantially affect your rights, including preventing you from bringing, joining, or participating in class, representative, or consolidated proceedings.

Canadian Residents Only: Laws of certain provinces of Canada limit or prohibit required arbitration and waivers of class actions; accordingly, the Arbitration Agreement is limited or restricted, if at all, for applicable Canadian residents to the extent of applicable Canadian laws.

Your Acceptance of These Student Terms & Conditions

By engaging in Activities, you are agreeing to comply with and be bound by these Student Terms & Conditions. If you do not agree to these Student Terms & Conditions, you may not access, use, or participate in the Activities.

These Student Terms & Conditions May Change

Chaud Movement reserves the right to modify or add to these Student Terms & Conditions at any time, effective as of the posting of the new or revised Student Terms & Conditions or a later date as may be specified in the new or revised Student Terms & Conditions. You agree that we may notify you of the new or revised Student Terms & Conditions by making them available via the Services, and that your use of the Services after the effective date of the new or revised Student Terms & Conditions (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the new or revised Student Terms & Conditions. We therefore encourage you to review these Student Terms & Conditions every time you use the Services. We may also provide notice to you of any update to these Student Terms & Conditions in other ways in our discretion, such as through contact information you have provided, all in accordance with applicable laws and our Privacy Policy (available [here](#)).

Your Compliance with Chaud Movement Rules and Directions

By participating in Activities, you agree to observe all rules and directions of Chaud Movement and the locations (in-studio, in person, online or otherwise) at which Activities take place (“Rules”). We reserve the right to take any action that we deem appropriate in the exercise of our discretion, including but not limited to suspension or termination of your privilege to participate in Activities, for violation of Chaud Movement rules and directions.

I. CHAUD MOVEMENT PROGRAMS & OFFERINGS

A. Purchased In-Studio Classes Terms and Conditions

You may purchase individual Chaud Movement In-Studio classes at <http://chaudonline.com>. Chaud Movement may also make available In-Studio classes on a promotional basis from time to time, on such additional or other terms and conditions applicable to the promotion, including discounted promotional prices. You must have a Chaud Movement account to make an In-Studio class purchase. If you do not have an account, you must create an account at <http://chaudonline.com>. To do this, click on the My Profile avatar in upper right hand corner of the home page of our website and select “Create Account.”

Please note that the creation of an account at Chaud Movement constitutes your agreement to the Chaud Movement Terms & Conditions, which includes legal terms, releases, waivers, and disclaimers; and incorporates the Chaud Movement Student Terms and Conditions and Chaud Movement Privacy Notices. These Terms and Policies are all available [here](#).

Purchased In-Studio classes will be reflected in your account and may be redeemed and used only at a Chaud Movement studio for eligible Chaud Movement classes. Purchased classes are personal to the purchaser and are not assignable or transferrable. Purchased Classes are subject to restrictions, which may vary from time to time. Purchased classes are nonrefundable unless otherwise required by applicable law.

B. Chaud Movement Live Online Terms and Conditions

Chaud Movement Live Online is a program of Chaud Movement. Chaud Movement Live Online offers you the opportunity to purchase and/or participate in Live Online Chaud Movement classes. The terms and conditions of the Chaud Movement Live Online program (the “Chaud Movement Live Online Terms”) are as follows:

1. Create a Chaud Movement Account

You must have an active Chaud Movement account to make a Chaud Movement Live Online class purchase. If you do not have a Chaud Movement account, you must create an account at <http://chaudonline.com>. To do this, click on the My Profile avatar in upper right hand corner of the home page of our website and select “Create Account.”

Please note that the creation of an account at Chaud Movement constitutes your agreement to the Chaud Movement Terms & Conditions, which includes legal terms, releases, waivers, and disclaimers;

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and incorporates the Chaud Movement Student Terms and Conditions and Chaud Movement Privacy Notices. These Terms and Policies are all available [here](#).

You must be at least sixteen (16) years old to create a Chaud Movement account and participate in a Chaud Movement Live Online class.

2. Purchase Chaud Movement Live Online Classes

You may purchase individual Chaud Movement Live Online classes at <http://chaudonline.com>. Chaud Movement may also make available Live Online classes on a promotional basis from time to time, on such additional or other terms and conditions applicable to the promotion, including discounted promotional prices.

Purchased Live Online classes will be reflected in your account and may be redeemed and used for eligible Chaud Movement Live Online classes. Purchased classes are personal to the purchaser and are not assignable or transferrable. Chaud Movement Live Online class credits have no cash value. Purchased Classes are subject to restrictions, which may vary from time to time. Purchased classes are nonrefundable unless otherwise required by applicable law.

Chaud Movement Live Online classes are separate from any other programs, classes, and other offerings of Chaud Movement.

3. Access to Chaud Movement Live Online Classes

After account creation via <http://chaud.online> and purchase of the selected Chaud Movement Live Online classes of interest at <http://chaud.online>, the **classes that have been purchased will be accessible to you via** a link that will be sent to your email that is registered with your Chaud Movement account. The link will only be active at the time specified for the Live Online class.

All Chaud Movement Live Online classes must be purchased and registered in advance and are subject to class size availability. All registrations are with respect to specific scheduled Chaud Movement Live classes. Class registration, and class access codes and passwords, are nontransferable.

Purchase of the Live Online scheduled class must take place at least 24 hours before the class to ensure the link can be sent and received by you before the scheduled class time. Chaud Movement reserves the right to send class reminder notices prior to class start time.

Internet compatible media player with available Chaud Movement Live Online applications as specified by Chaud Movement are required. Chaud Movement Live Online classes are subject to normal Internet and application access and usage charges imposed by third parties.

4. Class Changes

A Chaud Movement Live Online class for which a valid registration has been made may be changed by a participant only if a participant cancels the class registration on the Chaud Movement Website using the participant's Chaud Movement account more than 24 hours before the scheduled start time for such class (cancellations within 24 hours of the scheduled start time for a class will not be recognized). If a

purchased class is timely canceled by a participant, the participant will receive a Chaud Movement Live Online class credit in the participant's Chaud Movement account which may be used to register for another available Chaud Movement Live Online class within a specified period of eligibility. If notice of class cancellation is not timely sent, no Chaud Movement Live Online class credit will be given. Chaud Movement Live Online class credits have no cash value.

Chaud Movement Live Online classes are live, not pre-recorded. Chaud Movement reserves the right to cancel and reschedule classes for personnel, technical or other issues.

5. Third Party Providers

Chaud Movement Live Online classes are currently delivered by Zoom Video Communications, Inc. ("Zoom"), which is a third party that provides the Zoom application to Chaud Movement. Chaud Movement is not responsible or liable for any aspect of the Zoom application, or the operation or use thereof. See www.zoom.us for information regarding Zoom and the Zoom application. Chaud Movement is not a party to any user agreement or terms and conditions between a participant and Zoom, including, without limitation, any Zoom privacy policy or Zoom terms of use, all of which are accepted by a participant prior to using Zoom. Zoom is solely responsible for all matters regarding the Zoom application, including, without limitation, application functionality, Zoom terms of service, and any claims that you may have related to the Zoom application or the operation or use thereof. Chaud Movement reserves the right to change technology platforms from time to time without notice, and the foregoing shall apply to such substitute technology provider and platform substituting such provider's name.

6. Notices

Participation in Chaud Movement **Live Online** Classes is subject to Chaud Movement's privacy policy and these Student Terms & Conditions (available [here](#)).

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Chaud Movement does not warrant uninterrupted or error-free operation of Chaud Movement Live Online classes or any related service. Chaud Movement is not responsible for technical failures of any kind, including but not limited to, the malfunctioning of any computer online systems or applications, media or computer equipment, website, server provider, network, hardware or software; or the unavailability or inaccessibility of any website, application or service. Chaud Movement MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARISING FROM COURSE OF PERFORMANCE OR DEALING, USAGE OR TRADE.

Each Chaud Movement Live Online class and other information is owned by Chaud Movement and subject to all copyright, trademark and other intellectual property laws, rules and regulations. Any reproduction, distribution, or public performance of all or part of any class or other information is expressly prohibited unless Chaud Movement has explicitly granted its prior written consent. All rights to the Chaud Movement Live Online classes and other information are reserved by Chaud Movement.

III. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND DISCOVERY PROCEDURES AND APPELLATE RIGHTS ARE MORE LIMITED THAN IN COURT.

All notices that this agreement requires to be provided to Chaud Movement should be sent to: Chaud Movement, 1838 16th Street NW, Unit 6, Washington DC, 20009. Phone: +1-(202) 413-4799.
Email: megan@chaud.online

1. Disputes that Must be Arbitrated

This agreement to arbitrate applies to any Dispute between you and Chaud Movement. "Dispute" means any dispute, claim, or controversy (excluding those exceptions listed below) between you and Chaud Movement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that either of us seeks legal recourse for and that arises out of or in any way relates to your use or attempted use of the Activities, or the Chaud Movement website (whether arising out of or relating to past, present, or future acts or omissions). Disputes that must be resolved by an arbitrator also include disputes over the validity, enforceability, or scope of this agreement to arbitrate or any portion of it.

The exceptions to this arbitration requirement are: (i) claims that can be brought as individual actions in small-claims court; (ii) pursuit of enforcement actions through a government agency if the law allows; (iii) an action to compel or uphold any prior arbitration decision; (iv) your or our right to seek injunctive relief in a court of law to preserve the status quo while an arbitration proceeds; (v) claims of intellectual-property infringement; (vi) the enforceability of the requirement that arbitrations must be conducted on an individual rather than a class basis; and (vii) certain roles expressly specified for courts in the terms below. Notwithstanding any other venue provision stated in these Terms of Use, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our intellectual property is taking place or originating.

2. Informal Resolution

If you have a Dispute against us or if we have a Dispute against you, we will attempt to resolve the Dispute informally before an arbitration is filed in order to resolve the Dispute faster and reduce costs for both parties. You and we will make a good-faith effort to negotiate the resolution of any Dispute for at least 30 days ("**Informal Resolution**") from the day you or we receive a written notice of a dispute from the other party (a "**Notice of Dispute**") in accordance with these Terms.

You must send any Notice of Dispute to the address for Chaud Movement specified above, ATTN: NOTICE OF DISPUTE. We will send any Notice of Dispute to your registered email address and any address you have provided us. The Notice of Dispute sent by either party must include the sender's name, address, and other contact information, a description of the Dispute (including any relevant account names), and what resolution to the Dispute is being sought.

The Notice requirement is designed to allow us (or you, in the case of a dispute we assert against you) to make a fair, fact-based offer of settlement if we or you choose to do so. You and we cannot proceed to arbitration unless this information has been provided. If you or we proceed to arbitration without

providing a compliant Notice of Dispute, the sufficiency of a Notice of Dispute is an issue to be decided by a court. A court may enjoin the filing of an arbitration demand that has not been preceded by a compliant Notice of Dispute and may order a party that has filed an arbitration demand without having provided a compliant Notice to reimburse the other party for any arbitration fees and costs already incurred.

We hope you'll try Informal Resolution first, and you must do so before commencing an arbitration, but you don't have to before going to small-claims court.

3. Small Claims Court

You and we agree that disputes that qualify for small-claims court in either the county where you live or the United States may be brought as individual actions only in such small-claims courts. To the fullest extent allowed by applicable law, you and we agree to waive the right to trial by jury in a small claims court.

4. Binding Individual Arbitration

THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Under no circumstances do we consent to have any Disputes arbitrated using class action procedures, even if the arbitration provider has rules permitting class arbitrations.

You and we agree that Disputes will be resolved by **binding individual arbitration** conducted by JAMS, Inc. ("JAMS"), www.jamsadr.com, according to the United States Federal Arbitration Act ("FAA") and federal arbitration law and according to the [JAMS Streamlined Arbitration Rules and Procedures](#) in effect at the time the Dispute arises (the "JAMS Rules"), as modified by these Terms.

"Arbitration" means that Disputes between us will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

"Individual" means that the arbitrator may award the same remedies to you or to us as a court could, but only to satisfy your or our individual claims. To the fullest extent allowed by applicable law, the arbitrator may not award money or other relief for the benefit of any person other than you or us as part of the resolution of any Dispute.

"Binding" means that both you and we will have to live with the arbitrator's decision, except to the limited extent appeals to a court are permitted under the FAA. As limited by the FAA, these Terms, and the rules applicable to the arbitration, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but (as provided above) only to the extent necessary to provide relief to a party in arbitration warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

5. Arbitration Procedure and Location

You or we may initiate arbitration of Disputes not resolved by Informal Resolution by filing a Demand for Arbitration with JAMS in accordance with the JAMS Rules. Instructions for filing a Demand with JAMS are available on the JAMS website or by calling JAMS at 1-800-352-5267. You must send any Demand for Arbitration to Chaud Movement at the address specified above. We will send any Demand for Arbitration to the email address and to any physical address you have provided us.

The arbitration will be conducted by a single arbitrator. You and we both agree that the arbitration will be conducted in the English language and that the arbitrator will be bound by these Terms.

For Disputes in which the claimant seeks less than \$10,000, the arbitrator will decide the matter solely on the basis of written submissions, without a formal hearing, unless the arbitrator decides that a formal hearing is necessary. For matters in which the claimant seeks \$10,000 or more, or smaller matters in which the arbitrator determines a hearing to be necessary, hearings shall be conducted by video or telephone, unless the arbitrator determines an in-person hearing to be necessary. If an in-person hearing is required, and you reside in the United States, the hearing will take place in Washington, DC, unless the arbitrator determines that this would pose a hardship for the claimant, in which case the in-person hearing may be conducted in the claimant's state and county of residence. If you reside outside the United States, the site of any in-person hearing will be determined by the JAMS Rules.

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and we agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim.

To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are Individual to you or us to satisfy one of our Individual claims (that the arbitrator determines are supported by credible relevant evidence).

An arbitration award, and any judgment confirming it, apply only to that specific case; it cannot be used or offered as precedent in any other case except to enforce the award itself.

All aspects of the arbitration proceeding, including but not limited to, the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial confirmation of any award and an order of enforcement.

6. Consumer Arbitration Fees

If you start an arbitration against us, you will pay the filing fee required for consumer arbitrations. If we start an arbitration against you, we will pay all filing fees, including the share that ordinarily would have been borne by you.

Arbitration costs do not include your attorneys' fees and expenses if you choose to be represented by an attorney. If you choose to be represented by an attorney, you will pay your own attorneys' fees and costs unless the applicable law provides otherwise. Nothing in this provision should be construed as preventing the arbitrator from awarding attorneys' fees to the prevailing party if applicable law and the JAMS Rules permit such awards.

7. Notice and Filing

To the fullest extent permitted by applicable law, you or we must start arbitration of a Dispute within two (2) years from when the Dispute first arose. If applicable law requires you or us to bring a claim for a Dispute sooner than two years after the Dispute first arose, that shorter deadline applies instead. The failure to begin arbitration regarding a Dispute within the time frames described above in this section shall bar the Dispute, which means that to the fullest extent permitted by applicable law, you and we will not have the right to assert the Dispute.

8. Special Rules for Coordinated Filings

If 25 or more Disputes are initiated with the arbitrator that raise similar claims, and counsel for the claimants are the same or coordinated, these will be considered "**Coordinated Cases**" and the arbitration provider will treat them as such, including with respect to its fee schedule for mass arbitration filings. **Applicable statutes of limitations will be tolled for all claimants once they have provided compliant Notices of Dispute to us but demands for arbitration in Coordinated Cases shall only be filed with the arbitration provider as permitted by the bellwether process set forth below.**

Once Notices of Dispute have been provided to us for Coordinated Cases, counsel for claimants and counsel for us shall confer in good faith regarding the number of cases that should proceed as bellwethers, to allow each side to test the merits of its arguments, before the remainder of claims may be filed with the arbitration provider. Any number chosen must be an even number so as to allow each side to designate half of the cases selected for bellwether trials. If counsel for claimants and for us do not agree on the number of bellwethers, the number shall be chosen by the arbitration provider as an administrative matter (or, in the arbitration provider's discretion, by a process arbitrator). Factors that the arbitration provider may consider in making this decision include the complexity of the dispute and differences in facts or applicable laws among various claims. Once the number of bellwethers is fixed, by agreement or by the arbitration provider, each side shall each select half that number from among the claimants who have provided compliant Notices of Dispute, and only those chosen claims may be filed with the arbitration provider. You agree that if your case is among Coordinated Cases filed against us, resolution of your personal claim might be delayed by this bellwether process.

A single arbitrator shall preside over each Coordinated Case chosen for a bellwether proceeding, and only one Coordinated Case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise.

Once all bellwether trials have concluded (or sooner if the counsel for the claimants and us agree), the parties must engage in a single mediation of all remaining cases, with each side paying half the applicable mediation fee. Counsel for claimants and for us must agree on a mediator within 30 days after

the conclusion of the last bellwether trial. If counsel for claimants and for us cannot agree on a mediator within 30 days, the arbitration provider will appoint a mediator as an administrative matter. Counsel for the claimants and for us will cooperate for the purpose of ensuring that the mediation is scheduled as quickly as practicable after the mediator is appointed.

If the mediation does not yield a global resolution, this arbitration requirement shall no longer apply to claimants in Coordinated Cases who provided compliant Notices of Dispute but whose claims were not resolved in bellwether proceedings. Their cases may be filed only in the local courts in Washington, DC, or if federal jurisdiction exists, in the United States District Court for the District of Columbia, and you consent as part of these Terms to venue such cases exclusively in these courts. Nothing in this paragraph shall be construed as prohibiting either you or us from removing a case from state to federal court if removal is allowed under applicable law. To the extent you are asserting the same claims as other persons and are represented by common or coordinated counsel, you agree to waive any objection that the joinder of all such persons is impracticable. If a formerly arbitrable Dispute is brought in court, claimants may seek class treatment, but to the fullest extent allowed by applicable law, the classes sought may comprise only the claimants in the Coordinated Cases who provided compliant Notices of Dispute, and we reserve the right to contest class certification at any stage of the litigation and on any available basis.

A court shall have authority to enforce this bellwether process and may enjoin the filing of lawsuits or arbitration demands not made in compliance with it.

IV. MISCELLANEOUS

No Assignment

These Student Terms & Conditions are not assignable, transferable, or sublicensable by you except with the prior written consent of a duly authorized Chaud Movement employee.

Waiver

Chaud Movement's failure at any time to require performance of any provision of these Student Terms and Conditions or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Chaud Movement or any breach of any provision of these Student Terms & Conditions or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Student Terms & Conditions

Severability

If any provision of these Student Terms & Conditions is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Student Terms & Conditions will remain in full force and effect.

Governing Law

These Student Terms & Conditions will be governed by and construed in accordance with the internal laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule. For any dispute that is not subject to the Arbitration Agreement herein, the parties hereby submit to and consent to the jurisdiction of the District of Columbia and agree that such litigation shall be conducted in local or federal court in the District of Columbia. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Student Terms & Conditions is taking place or originating.

Entire Agreement

These Student Terms & Conditions (together with the Chaud Movement Terms of Use and Chaud Movement Privacy Policy (available [here](#)) contain the entire understanding and agreement between you and Chaud Movement with respect to the Services and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Chaud Movement with respect to the Services and your use of this Site.

Contact Us

If you have any questions about these Student Terms & Conditions or the Services, please contact us using the following information:

Chaud Movement, 1838 16th Street NW, Unit 6, Washington, DC 20009 Phone: +1 (202) 413-4799 Email: megan@chaud.online