

## Chaud, LLC Terms of Use

Updated April 28, 2025

Please read the Terms of Use carefully. This is a legal document that explains your rights and obligations related to your use of Chaud, LLC's Activities, as that term is defined below.

**THESE TERMS OF USE CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS OF USE, YOU AND CHAUD, LLC AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION. THIS MEANS YOU AND WE ARE GIVING UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION, AND TO HAVE DISPUTES BETWEEN US RESOLVED BY A JUDGE OR JURY.**

**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.**

Thank you for using this service, which is owned and operated by Chaud, LLC ("Chaud Movement," "we," "us," and "our"). Chaud Movement offers hybrid movement classes that provide a combination of yoga, pilates, barre, and strength training practices, instruction, exercises and special events, conducted or organized by or through Chaud Movement, whether in-studio, in person, online, live, recorded or otherwise (collectively, with all related activities, the "Activities"). Participants in Chaud Movement Activities agree to the terms and conditions of those Activities, certain of which are set forth below in these Terms of Use (these "Terms of Use"), and others are set forth in the Chaud Movement Student Terms & Conditions, to which all participants in Activities agree, or at the locations of specific Activities, or at such other links or locations as specified by us.

These Terms of Use also govern your use of [www.chaud.online](http://www.chaud.online) and other websites that are owned or controlled by Chaud Movement and on which we post a link to these Terms of Use ("Website") and participation in the Activities. The Website and the Activities are collectively referred to as the "Services." These Terms of Use apply to all users of the Services and govern your use of the Services as well as the products and Activities that are offered by us, including those offered on or through the Services. These Terms of Use incorporate the Chaud Movement Student Terms & Conditions, the Chaud Movement Privacy Policy, and include legal terms, releases, waivers, and disclaimers. These Terms and Policies are all available [here](#).

**You must be an adult in the jurisdiction where you live to accept these Terms of Use. If you are ages 16-18 old, your parent or legal guardian must accept it. By accepting these Terms of Use, you represent that you are an adult executing this agreement for yourself and/or for your minor child(ren) whom you are allowing to participate in the Activities. Please read the section below titled "FOR PARTICIPANTS AGES 16-18 YEARS OF AGE."** All references to "participant," "you," "your," and similar references means both the participant and, if the participant is a minor ages 16-18 years old, the participant's parent or legal guardian.

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## **Your Acceptance of These Terms of Use**

By accessing or using the Services or any of the products available thereon and/or engaging in any Activities, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Services or any of the products available thereon or participate in the Activities.

## **Your Acceptance of Our Privacy Policy**

By agreeing to these Terms of Use, you agree to the terms of our Privacy Policy, available [here](#). Before using the Services, please carefully review our Privacy Policy and any applicable Privacy Notices, as more particularly described in the Privacy Policy. All personal information provided to us as a result of your use of the Services will be handled in accordance with our Chaud Movement Privacy Policy. To the extent that there are inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use shall control.

## **Your Consent to Other Agreements**

When you sign up to use a special feature of the Services, you may be asked to agree to special terms governing your use of the special feature (“Additional Terms”). In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” If any of the terms of the Additional Terms are different from the terms of these Terms of Use, the terms of the Additional Terms will supplement or amend these Terms of Use, but only with respect to the matters governed by the Additional Terms.

## **These Terms of Use May Change**

Chaud Movement reserves the right to modify or add to these Terms of Use at any time, effective as of the posting of the new terms or a later date as may be specified in the new terms. You agree that we may notify you of the new terms by making them available via the Services, and that your use of the Services after the effective date of the new terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the new terms. We therefore encourage you to review these Terms of Use every time you use the Services. We may also provide notice to you of any update to these Terms of Use 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](#).

## **Disability**

If you are unable to review or access these Terms of Use due to a disability, please email us at [megan@chaud.online](mailto:megan@chaud.online) or call Chaud Movement at +1-202-413-4799 to access these Terms of Use in an alternative format.

## **Eligibility**

The Services are not targeted towards, or intended for use by, anyone under the age of sixteen years (16). By accessing or using the Services, you represent that you (a) are at least eighteen (18) years of age or the age of majority in your place of residence, or at least sixteen (16) years of age and under the

supervision of a parent or legal guardian who agrees to be bound by these Terms of Use, and (b) are not located in a country that is subject to a U.S. government embargo, and/or have not been listed on any U.S. government list of prohibited or restricted parties. In addition, you agree to abide by all applicable local, state, provincial, national, and international laws, and regulations with respect to your use of the Services and agree not to interfere with the use and enjoyment of the Services by other users, and our operation or management of the Services.

### **Your Compliance with Laws**

Use of the Services is unauthorized in any jurisdiction where all or any portion of the Services may violate any legal requirements, and you agree not to access the Services in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms of Use is at your own risk.

### **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.

### **Ownership of the Services and its Content**

The Services, including all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, literary property, works of authorship and/or other information, documents, materials, or content available on or through the Services ("Content") are protected under applicable intellectual property and other laws, including without limitation the laws of the United States, Canada, and any other jurisdictions from which you are able to access or use the Services or in which the Services are available. All Content and intellectual property rights in and to the Content are the property of Chaud Movement or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws. All rights not expressly granted are reserved.

Subject to these Terms of Use, Chaud Movement grants to you a personal, non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to use the Services for personal use only in accordance with these Terms ("User License"). Any use of the Services in any other manner, including, without limitation, the resale, transfer, modification or distribution of the Services, Content and the User-Generated Content is strictly prohibited. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any right, title or interest in or to the Services, Content, or User-Generated Content, or any intellectual property (including goodwill) therein or thereto.

You agree that, in accessing and using our Content as permitted by these Terms of Use, you will keep intact any copyright or other proprietary notices on the Services and/or Content. You also agree that you will neither (a) use any robot, spider, rover, scraper, or any other data-mining technology or automatic or

manual process to monitor, cache, mask, extract data from, copy or distribute the Content (except as may be a result of standard search engine or Internet browser usage); nor (b) modify, provide access to, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party website, or otherwise use the Content in any way except as specifically permitted by these Terms of Use or otherwise in writing by Chaud Movement. You agree not to allow or assist any third party in violating or attempting to violate any of the above restrictions or prohibitions, whether or not for your benefit.

### **Trademarks**

The Chaud Movement names and logos, all product and service names, all graphics, and all trademarks, service marks and logos appearing within the Services, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of Chaud Movement (the “Chaud Movement Marks”). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited, or otherwise indicated within the Services are the property of their respective owners. You are not authorized to display or use the Chaud Movement Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Services without the prior written permission of such owners. The use or misuse of the Chaud Movement Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

### **Registration and Account Creation**

Chaud Movement may at times require that you register and/or set up an account to access or use the Services. The decision to provide the information necessary to create an account is purely voluntary, however, please be advised that if you elect not to provide the required information, you may not be able to access or use certain materials or features of the Services. When you provide information to us, you agree to provide only true, accurate, current, and complete information and to update it as necessary to maintain its truth and accuracy.

With respect to any registration or account-creation feature you use, you agree to: (a) create only one account (except that if you are the parent or legal guardian of a minor ages 16-18 years old, you may create an account for yourself and an account for your child); (b) provide accurate, truthful, current, and complete information when creating your account; (c) maintain and promptly update your account information; (d) help maintain the security of your account by not sharing your user name or password with others and by restricting access to your account and the device(s) from which you access your account; and (e) promptly notify Chaud Movement if you discover or otherwise suspect any security breaches relating to the Services. Your username and password are for your personal use only. If you use the Services, you may not authorize others to use your registration information or account, and you are responsible for your use and disclosure of the same.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE HEREBY DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT.

### **Purchases**

The Services may allow you to purchase certain products. Some situations may result in your order for products being canceled. These include but are not limited to: limitations on the quantities of any products available for purchase; inaccuracies or errors in product or pricing information; product restrictions mandated by local, provincial, national, or international regulations; and problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order.

For the avoidance of doubt, we reserve the right, at our sole discretion, to limit quantities available of any product for sale or sold, and the right at any time to reject, correct, cancel, or terminate any order for any reason whatsoever. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your payment method (e.g., credit card) has been charged, we will issue a credit to you (e.g., refund to the credit card you used to make the purchase) in the amount of the charge.

Although we will endeavor to provide you with the most accurate information regarding our products, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, we reserve the right to correct or cancel an order at any time, and/or edit an order to reflect the correction, and/or correct the error on the Services.

Subject to applicable laws, we may amend the Services, as well as the products listed through the Services, and/or the amounts that we charge for same at any time, without prior notice.

### **Payment**

The prices displayed on the Website are quoted in U.S. dollars only. Fees for any products do not include any applicable sales, use, excise, value-added, or other taxes or governmental charges, and you shall be responsible for, and shall promptly pay, same. For clarity, and without limiting the foregoing, you acknowledge and agree that you are solely responsible for the payment of all Taxes and Duties in connection with your purchase of any products on or through the Website.

### **User-Generated Content**

We may provide user comment areas, chat rooms, message boards, interactive user communities, or other areas on the Services ("Community Forums") via social media where users can interact with others and with us, as well as have the opportunity to submit text, photographs, images, illustrations, graphics, sounds, video, audio-video clips, content, works of authorship, documents, data, questions, comments,

suggestions, or other content, any of which may include personal information (collectively, “User-Generated Content”).

*You are responsible for User-Generated Content that you post.* Under no circumstances will we be liable in any way for any User-Generated Content.

This means that you, not Chaud Movement, are entirely responsible for all User-Generated Content that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the User-Generated Content you post is not your original work, you acknowledge and agree that it is your sole and exclusive responsibility to obtain any necessary consents, permissions, and licenses to post, upload, or otherwise make it available on or through the Services.

Because we do not control the User-Generated Content posted on or through the Services, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User-Generated Content. You also agree and understand that by accessing the Services, you may encounter User-Generated Content that you may consider to be objectionable. We have no responsibility for any User-Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any User-Generated Content posted, emailed, transmitted, or otherwise made available on or through the Services. The User-Generated Content posted on or through the Services expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of Chaud Movement or any person or entity associated with Chaud Movement. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any User-Generated Content posted, emailed, transmitted, or otherwise made available on or through the Services.

*You own User-Generated Content, but we may use it.* You own the copyright in any original User-Generated Content you submit. We do not claim any copyrights in User-Generated Content. However, by using the Services, you acknowledge and agree that you grant us, our studio facilities (which are wholly owned and managed by a separate business entity), and any of our subsidiaries, affiliates, successors and assigns, an unlimited, nonexclusive, paid-up, worldwide, perpetual, irrevocable, royalty-free, transferable sublicensable right and license to use, reproduce, copy, modify, adapt, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, commercialize, and otherwise exploit for any purpose the User-Generated Content you submit, in whole or in part, in any and all media or form of communication whether now existing or hereafter developed. In connection with any User-Generated Content, you hereby waive any and all moral rights you now or may in the future have in and to such User-Generated Content. For clarity and without limiting the foregoing, Chaud Movement has no obligation to (i) obtain any additional consent from you in connection with its use or other exploitation of any of your User-Generated Content; (ii) to notify you in connection with the use or exploitation of the User-Generated Content; and/or (iii) compensate you in any way in connection with the use or exploitation of the User-Generated Content.

*We may disclose and/or remove User-Generated Content.* Chaud Movement has the right (but does not assume the obligation) to: monitor the Services and all User-Generated Content; require that you avoid

certain subjects; remove or block any User-Generated Content at any time without notice at our sole and absolute discretion; disclose any User-Generated Content and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Chaud Movement or others, or to enforce these Terms of Use; and terminate your access to and use of the Services, or to modify, edit, or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of User-Generated Content you post, and that you will retain ownership thereof as described above.

*Restrictions on User-Generated Content.* It is a condition of these Terms of Use that you do not upload, post, transmit, or otherwise make available: any User-Generated Content that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy; any User-Generated Content that constitutes or encourages activity illegal under criminal or civil law; any User-Generated Content that is false, misleading, or fraudulent; any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); any User-Generated Content that violates or infringes upon the rights of others, including User-Generated Content which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity; any User-Generated Content that you know is false, fraudulent, deceptive, inaccurate, misleading, or that misrepresents your identity or affiliation with a person or company; any User-Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old, and you have first obtained their express permission or (ii) that person is under eighteen years old, but you are their parent or legal guardian; any request for or solicitation of any personal or private information from any individual; any request for or solicitation of money, goods, or services for private gain; any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; any User-Generated Content that contains advertising, promotions, or marketing, or which otherwise has a commercial purpose; or any User-Generated Content that promotes violence or describes how to perform a violent act.

Additionally, it is a condition of these Terms of Use that you do not upload, post, transmit, or otherwise make available: any User-Generated Content that impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or violate any local, state, national, or international law, rule, or regulation.

By posting User-Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User-Generated Content and have the right to grant the license set forth in these Terms of Use; (ii) the User-Generated Content is accurate, and (iii) you are at least eighteen (18) years of age or the age of majority in your place of residence, or at least sixteen (16) years of age and under the

supervision of a parent or legal guardian who agrees to be bound by these Terms of Use, and you have read and understood—and your User-Generated Content fully complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

You understand and acknowledge that: (a) Chaud Movement has wide access to content, information, ideas, suggestions, designs, and other materials that may be similar or identical to materials you submit to us; and (b) you will not be entitled to any compensation (nor will Chaud Movement be obligated to negotiate with you) as a result of our use of any similar or identical material.

Chaud Movement is not obligated to post, keep, or use your User-Generated Content.

### **Your Feedback**

Although we do not claim ownership of User-Generated Content you post using the Services, any Content you submit on or through the Services that is specifically about how we can improve the Services and the products and services we make available through the Services (“Feedback”) will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title, and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display, or perform publicly, distribute, improve, and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

To the extent that the ownership of the Feedback does not by operation of law vest in Chaud Movement, you agree to irrevocably and unconditionally assign, transfer, and convey to Chaud Movement, free and clear of any security interests, encumbrances, adverse claims or demands, your entire right, title, and interest throughout the universe in and to the Feedback, including any and all rights that may exist, now or in the future, under the law of copyright, trademark, patent, industrial design, trade secret, or other intellectual property laws of any jurisdiction. Whenever requested to do so, you agree to assist us and our designees to secure our rights in the Feedback and related intellectual property rights in all countries. Your obligation to provide such assistance and execution will continue in perpetuity. You agree to further absolutely, irrevocably, and unconditionally waive in favor of Chaud Movement any and all moral rights (or other similar rights) that you and your successors or assigns may enjoy, now or in the future, throughout the world, in relation to the Feedback.

### **Third-Party Services and Content**

The Services may provide links to other websites operated by third parties. Because we have no control over third-party websites, we are not responsible for the availability of those websites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. Chaud Movement shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. These Terms of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites.

Further, functionality on the Services may also permit interactions between the Services and a third-party website or online feature, including without limitation, applications that connect the Services or your profile on the Services with a third-party website. For example, the Services may include a button enabling you to indicate, on your social networking page, that you “like” specific content on the Services, or a feature that lets you post to your social networking page a link to specific content from the Services or the ability to share content from the Services or your User Generated Content posted at the Services with a third party, which may be publicly posted on that third party’s website. Using this functionality typically requires you to login to your account on the third-party website and you do so at your own risk.

### **Modification and Discontinuation**

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, the Services (or any portion thereof) and/or the information, materials, products, and/or services available through the Services (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Services.

### **DISCLAIMERS**

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THEIR CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THE SERVICES. THE SERVICES AND ALL OF THEIR CONTENT (INCLUDING USER-GENERATED CONTENT) ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHAUD MOVEMENT, AND ANY OF ITS AFFILIATES AND SUBSIDIARIES, DIVISIONS, JOINT VENTURES, AND LICENSORS, INCLUDING, STUDIO FACILITIES (which are wholly owned and managed by a separate business entity) AND THIRD-PARTY SERVICE OR CONTENT PROVIDERS AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AGENTS (“CHAUD MOVEMENT AFFILIATES”) DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THE SERVICES, THEIR CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CHAUD MOVEMENT AND THE CHAUD MOVEMENT AFFILIATES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THE SERVICES; (C) THAT THE CONTENT OF THE SERVICES IS ACCURATE, COMPLETE, OR CURRENT; OR (D) THAT THE SERVICES WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THE SERVICES WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

CHAUD MOVEMENT AND THE CHAUD MOVEMENT AFFILIATES DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR STATEMENTS, ADVICE, AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED CHAUD MOVEMENT SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY

STATEMENTS, ADVICE, OR OPINIONS CONTAINED IN USER-GENERATED CONTENT, AND SUCH STATEMENTS, ADVICE, AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE, AND OPINIONS OF CHAUD MOVEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

#### **LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES, THE CONTENT, THE USER-GENERATED CONTENT, AND THE PRODUCTS THAT ARE AVAILABLE ON OR THROUGH THE SERVICES OR THAT ARE PROMOTED OR ADVERTISED ON OR THROUGH THE SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHAUD MOVEMENT, ON ITS OWN BEHALF AND ON BEHALF OF THE CHAUD MOVEMENT AFFILIATES, INCLUDING STUDIO FACILITIES (which are wholly owned and managed by a separate business entity), EXCLUDES AND DISCLAIMS LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY INCLUDING BUT NOT LIMITED TO ITEMS LOST OR STOLEN AT A STUDIO OR EVENT LOCATION; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS.

THIS DISCLAIMER OF LIABILITY APPLIES, WITHOUT LIMITATION, TO DAMAGES THAT RESULT FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CHAUD MOVEMENT AND THE CHAUD MOVEMENT AFFILIATES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES, AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF CHAUD MOVEMENT AND THE CHAUD MOVEMENT AFFILIATES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

The Services give you specific legal rights and you may also have other rights which vary from country to country. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms of Use may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case, the limitations and exclusions set out in these Terms of Use shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

### **COVID-19 TERMS AND CONDITIONS**

In addition to and as a part of the Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement below, you hereby agree to the following:

You understand that the COVID-19 (novel coronavirus) pandemic is an ongoing public health situation.

You understand that COVID-19 (including variations and mutations) is a highly communicable virus that can cause, among other conditions, severe respiratory illness, sometimes leading to death, in individuals who contract it.

You will not attend in-studio or any other in-person Activities conducted or organized by or through Chaud Movement if you are exhibiting symptoms of COVID-19 (which can include, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, sore throat, new loss of taste or smell).

You understand and expressly agree that your use of a Chaud Movement studio or participation in any other in-person Activities conducted or organized by or through Chaud Movement involves the risk that you could contract COVID-19 notwithstanding the mitigation measures in place by Chaud Movement. You understand that these risks are inherent to your use of the facilities or participation in such Activities and can range from mild symptoms to major illness, including death. You further understand and voluntarily accept full responsibility on your behalf for the risk of contracting COVID-19.

### **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

You understand that participation in the Activities includes, without limitation, strenuous physical and mental activities and exercises, participating in the Activities with other participants, contact with unidentified and unfamiliar persons, participating in the Activities in new and unfamiliar places and manners, exposure to risks in the areas in which the Activities are conducted, and exposure to communicable diseases (including COVID-19 risks, as further detailed above in COVID-19 Terms and Conditions). You fully understand that the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY OR MENTAL INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to yourself, your property, and to other third parties and their property, which may be caused by your own actions or inactions, those of others participating in the Activities, the locations, places and/or buildings at, on or in which the Activities take place, the conditions at, on and in which the Activities take place (including equipment, ventilation and surfacing for the Activities), or the negligence or misconduct of any of the "Releasees" named below; and you fully accept and ASSUME ALL SUCH RISKS and all

responsibility for losses, costs, and damages you or any third parties incur as a result of your participation in the Activities, including property theft. You represent that you understand the nature of the Activities. You further represent that you are participating in the Activities voluntarily, and that you are in good health, physically and mentally fit and otherwise prepared and able to participate in the Activities. You agree that you will discontinue participation in the Activities if you believe at any time your participation poses a threat to yourself or any third party. If you have any injury or condition that potentially affects your participation in the Activities, you will consult with your physician or other applicable provider regarding your participation, and follow all applicable provider instructions, which is your sole responsibility.

You, on behalf of yourself and anyone who obtains any rights from or through you, hereby forever and irrevocably release and discharge Chaud Movement; the owners, lessors, lessees and any other individual or entity with any interest in the locations, places and/or buildings at, on or in which the Activities take place; any individuals or entities involved in any capacity with the Activities (including, without limitation, any technology applications and platforms facilitating the Activities in any manner); any sponsors, advertisers or promoters of any of the foregoing; any of the respective parents, subsidiaries, affiliates, partners, members, owners, agents, contractors, subcontractors, administrators, licensees, designees, insurers, personal and legal representatives, successors and assigns of each of the foregoing; other participants in the Activities; and any director, officer, member, manager, partner, volunteer, employee, representative or agent of any of the foregoing (each a "Releasee" herein) from any and all liabilities, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to your participation in or attendance at the Activities; your attendance at the locations, places and/or buildings at, on or in which the Activities take place; or any first aid, treatment or any like service rendered in connection with the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY OR MENTAL INJURY, ILLNESS OR DEATH) caused or alleged to be caused in whole or in part by (i) any Releasee's own negligence, gross negligence, misconduct or otherwise, including negligent rescue operations; (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with your participation in or attendance at the Activities, or your attendance at the locations, places and/or buildings at, on or in which the Activities take place; (iii) the voluntary disclosure of your medical information; or (iv) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other claims or causes of action arising out of the use of your name, image, likeness, voice and/or other personal attribute(s) or other personal information (collectively, your "Personal Attributes"), to the extent permitted by applicable law. You further covenant and agree not to sue any Releasee or cause any Releasee to be sued regarding any matter released above, and to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

You have read this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that you have given up substantial rights by agreeing to it, and have agreed to it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional

release of all liability to the greatest extent allowed by law. You hereby forever and irrevocably waive any and all rights to seek or obtain any injunctive or other equitable relief with respect to any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, or to rescind, limit or disaffirm this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

**FOR CALIFORNIA RESIDENTS:**

This Agreement has been executed by you with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, and any other federal, state, or local laws of similar effect. You intend to relinquish all claims against the Releasees, whether or not known or suspected and expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the California Civil Code (or any federal, state, or local laws of similar effect), which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You agree that as further consideration for being permitted to participate in any of the Activities, you hereby grant Chaud, LLC and its designees, and their respective affiliates, including the Chaud Movement studio facilities (which are wholly owned and managed by a separate business entity), licensees, permittees, successors and assigns, and each of them, an unrestricted, absolute, universal, perpetual, irrevocable, non-royalty bearing, and transferable right and license (but not any obligation) to use, copy, transmit, distribute, display, modify, perform, present, transform, create works and derivative works, and otherwise promote or utilize your Personal Attributes filmed, captured, photographed or otherwise recorded or memorialized in any manner in connection with any of the Activities, in any medium or format whether now or hereafter existing (including, without limitation, print, direct mail, online, mobile or wireless communications, radio or television broadcast, telecast or photograph), for any purpose whatsoever (including, without limitation, in connection with the creation, advertising, sale and/or promotion of any products and/or services), and without any payment, consideration or notice to or consent by you or any third party. You hereby forever and irrevocably waive any rights you may have in or to any of the foregoing, and you understand and agree that Chaud Movement and its designees are the exclusive owners (to the extent the materials are created by or at the direction of each such party) of any and all right, title and interest, including copyright, in and to any materials of any kind or nature containing or developed from use of your Personal Attributes.

**FOR PARTICIPANTS AGES 16-18 YEARS OF AGE:**

If a participant is 16-18 years of age, the person agreeing to these Terms of Use further agrees as follows:

I am the parent or legal guardian of participant. I agree to these Terms of Use (and all other terms, conditions and policies of Chaud Movement referenced herein), including the Chaud Movement Student Terms & Conditions (available [here](#)), and the above Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement, on behalf of myself and on behalf of my child; my child is bound by the foregoing, and I will ensure that my child honors his/her obligations hereunder and thereunder. All payments made to Chaud Movement on behalf of my child are being made by me, not by my child. I have spoken to my

child about the Activities, my child understands and appreciates the risks of participating in the Activities, and my child has voluntarily decided to participate in the Activities. I will indemnify and hold Releasees harmless from and against any Losses arising out of or in any way related to (i) the foregoing, (ii) my child's attendance at or participation in any of the Activities, or my child's attendance at the locations, places and/or buildings at, on or in which the Activities take place, (iii) any breach of the foregoing, including any representations, warranties and agreements, or (iv) any attempt to rescind, limit or disaffirm any of the foregoing. I hereby expressly approve of my child's attendance at or participation in any or all of the Activities, and my child's attendance at the locations, places and/or buildings at, on or in which the Activities take place. I acknowledge and agree that I am waiving certain rights on behalf of my child that my child otherwise may have. I acknowledge and agree that but for the foregoing, my child would not be permitted to participate in the Activities.

### **Indemnity**

You agree to indemnify and hold Chaud Movement and the Chaud Movement Affiliates, including the Chaud Movement studio facilities (which are wholly owned and managed by a separate business entity), and their respective officers, agents, partners, and employees, harmless from any loss, damage, costs, liability, claim, demand, proceeding, expense (including reasonable attorneys' fees), or action brought, made, or threatened by any third party against Chaud Movement and the Chaud Movement Affiliates due to, in connection with, or arising out of (i) your use, misuse, or access to the Services; (ii) your breach or violation of these Terms of Use, including without limitation, any breach of your obligations, representations, and warranties set forth above; (iii) your infringement or other violation of any third-party right, including without limitation, intellectual property, property, or privacy right; (iv) any claim that any of your User-Generated Content or other materials caused damage to Chaud Movement, a Chaud Movement Affiliate, or any third party, including without limitation, if any material that you post using the Services causes us to be liable to another; (v) any transaction you conduct on or through the Services or as a result of the contact facilitated by the Services; or (vi) any activity using your email address and password by you or any other person accessing the Services, the Content, the User-Generated Content, or any other information or materials using your account, email address, or other contact information. We reserve the right to assume the exclusive defense of any such claim, and you agree to provide us with such reasonable cooperation and information as we may request. You will not in any event settle any claim without the prior written consent of Chaud Movement.

### **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, LLC, 1838 16<sup>th</sup> St NW, Unit 6, Washington DC, 20009. Phone: (202) 413-4799.  
Email: [megan@chaud.online](mailto: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](http://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 CorePower Yoga 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 court 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.

#### **9. Continuation in Effect**

The dispute resolution process set forth in these Terms of Use survives the termination of any other agreement between you and us.

#### **10. Future Terms Changes**

Although we may revise these dispute resolution terms in our discretion, we do not have the right to alter this agreement or the arbitration rules specified herein with respect to any Dispute once that Dispute has arisen, if such change would make arbitration procedures materially less favorable to the claimant. Whether the prior or amended procedures apply to a Dispute (i.e., whether the amended procedures are materially less favorable to the claimant than those provided for at the time the Dispute arose) is a matter to be decided by the arbitration provider as an administrative matter or, in the case of Coordinated Filings, by a process arbitrator.

#### **11. Class Action Waiver**

To the maximum extent permitted by applicable law, for any case not subject to the requirement to arbitrate (except to the limited extent discussed above for Coordinated Cases), you and we will only bring disputes, claims, or controversies between us in an individual capacity and shall not seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (like private attorney general actions); or consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to these Terms. For avoidance of doubt, to the fullest extent allowed by applicable law, this class action waiver applies even if a court finds that a Dispute is not subject to mandatory arbitration.

#### **12. Severability**

If all or any provision of this agreement is found invalid, unenforceable, or illegal, then you and we agree that the provision will be severed, and the rest of these terms shall remain in effect and be construed as

if any severed provision had not been included. The sole exception is that if the prohibition on class arbitrations is found invalid, unenforceable, or illegal, you and we agree that this entire agreement to arbitrate will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of law clauses specified herein.

## **MISCELLANEOUS**

### **Communications**

By providing us your telephone number, including your mobile telephone number, you authorize Chaud Movement to contact you at the number you provided regarding your participation in Activities, including but not limited to cancellations, waitlist changes, and updates to your billing information. You agree we may contact you by telephone call or text message. You agree that we may monitor or record any conversation or other communication with you.

### **No Assignment**

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

### **Waiver**

Our failure at any time to require performance of any provision of these Terms of Use 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 Terms of Use 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 Terms of Use.

### **Severability**

If any provision of these Terms of Use 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 Terms of Use will remain in full force and effect.

### **Governing Law**

These Terms of Use 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.

### **Entire Agreement**

These Terms of Use (together with the Chaud Movement Student Terms & Conditions and the Chaud Movement Privacy Policy [both 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 Terms of Use or the Services, please contact us using the following information:

Chaud LLC, 1838 16<sup>th</sup> St NW, Unit 6, Washington, DC, 20009. Phone: +1-202-413-4799.

Email: [megan@chaud.online](mailto:megan@chaud.online).