

Terms and Policies

This Website is owned and operated by Exerlin LLC (Exerlin), a Georgia Limited Liability Company. By using this website and our products and services you hereby agree to our terms and conditions. Please review these Terms and conditions carefully as they contain important information regarding your legal rights and obligations. If you do not agree with all of the terms of this Agreement, you may not access or use any Services.

Exerlin provides classes using different equipment, which focus on correct breathing and movement to develop both inner core and outer muscles. Ideal for rehabilitation, sports fine-tuning, and stress reduction.

These Terms of Service ("Agreement") apply to any use of and access to the Services by you. The following represents the services provided to our customers and terms of use of our services.

Group class and individual session registration policies

- Schedule sessions via email, phone, or online a minimum of 24 hours in advance.
- All classes and sessions are a maximum of 55 minutes long.
- Please arrive 5-15 minutes prior to your scheduled class or session time.

Cancellations / refunds

- Please provide 24-hour notice for all session cancellations or modifications. Schedule changes made outside 24-hour window, will result in a charge to your account as if you had attended the session.
- All group class, private, and semi-private purchases are non-refundable. Packages and Account purchases are non-refundable.
- All class and session purchases have expiration dates, and any unused sessions at the end of the expiration period are forfeited.

General studio information

- Our New Client Profile and Liability Waiver can be filled out upon arrival at your first appointment. Please arrive 5-15 minutes early for your class or session to fill them out at the studio.
- All classes and sessions are practiced in Pilates socks.
- Wear comfortable clothes that you can move in easily and avoid oversized clothing.
- All equipment and props are provided for you at the studio.
- Please let the instructor know prior to class if you are experiencing any discomfort, stress, or strain in your body, if you have any injury, or other conditions like dizziness or shortness of breath.
- Please turn all cell phones and electronic devices to silent upon entering the studio and leave them in the waiting area with your other belongings. In cases of emergency, your phone may be kept nearby if placed on vibrate.

Supplemental Terms. Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in this Agreement or will be presented to you for your acceptance when you sign up to use the supplemental Service. If this Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to the service with which it applies.

Intellectual Property Rights

Exerlin Intellectual Property. Exerlin or its affiliates own all right, title and interest in and to the Services, the Exerlin Data and Aggregated Data, including, without limitation, all intellectual property rights therein. Subject to the limited rights expressly granted to you under this Agreement, Exerlin and its affiliates reserve all rights, title and interest in and to the Services, the Exerlin Data and Aggregated Data, including, without limitation, all related intellectual property rights. As between you and Exerlin, all Exerlin Marks are owned by Exerlin or its affiliates. You agree not to display or use any Exerlin Marks in any manner without Exerlin's express prior written permission. Any trademarks, service marks and logos associated with a third-party Offering may be the property of the third-party provider, and you should consult with their trademark guidelines before using any of their marks.

HIPAA. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") imposes rules to protect certain personal health information or "PHI" as that term is defined under HIPAA. If you or any Affiliate is subject to HIPAA and providing or processing any PHI in connection with the Services, prior to accessing or using the Services you must notify Exerlin and enter into a Business Associate Agreement ("BAA") in the form provided by Exerlin. You are solely responsible for determining whether you or any Affiliates are subject to HIPAA. You may send notice and request a BAA by submitting a Support Request.

DISCLAIMER. EXERLIN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND/OR RELATED DOCUMENTATION. EXERLIN DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, TIMELY, ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES ARE OR WILL REMAIN UPDATED, COMPLETE OR CORRECT, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE (INCLUDING WITHOUT LIMITATION THE INTERNET, OTHER TRANSMISSION NETWORKS, AND YOUR LOCAL NETWORK AND EQUIPMENT) WILL BE UNINTERRUPTED OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS PROVIDED IN SECTION 9.2, THE SERVICES AND ANY PRODUCTS AND THIRD-PARTY MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SOLELY FOR YOUR USE IN ACCORDANCE WITH THIS AGREEMENT. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH EXERLIN AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, CONTRACTORS, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "EXERLIN PARTIES").

Indemnification. You agree to indemnify, defend, and hold harmless the Exerlin Parties from and against any and all third party claims alleged or asserted against any of them, and all related charges, damages and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from or relating to: (1) any actual or alleged breach by you, an Affiliate or End User of any provisions of this Agreement; (2) any access to or use of the Services by you, an Affiliate or End User; (3) any actual or alleged violation by you, an Affiliate or End User of the intellectual property, privacy or other rights of a third party; and (4) any dispute between you and another party regarding ownership of or access to Your Data.

Governing Law. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of Georgia without regard to conflicts of laws principles.

Mandatory Informal Dispute Resolution. If you have any dispute with Exerlin arising out of or relating to this Agreement, you agree to notify Exerlin in writing with a brief, written description of the dispute and your contact information, and Exerlin will have 30 days from the date of receipt within which to attempt resolve the dispute to your reasonable satisfaction. If the Parties are unable to resolve the dispute through good faith negotiations over such 30-day period under this informal process, either Party may pursue resolution of the dispute in accordance with the arbitration agreement below.

Arbitration Agreement. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND EXERLIN, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND EXERLIN AND YOU EACH HEREBY WAIVE THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES (CURRENTLY ACCESSIBLE AT [HTTPS://WWW.ADR.ORG/SITES/DEFAULT/FILES/COMMERCIAL-RULES-WEB.PDF](https://www.adr.org/sites/default/files/commercial-rules-web.pdf)) AS AMENDED BY THIS AGREEMENT. ANY ARBITRATION HEARING WILL BE HELD IN MUSCOGEE COUNTY, GEORGIA. THE GOVERNING LAW IS THE STATE OF GEORGIA. THE ARBITRATOR'S DECISION WILL FOLLOW THE TERMS OF THIS AGREEMENT AND WILL BE FINAL AND BINDING. THE ARBITRATOR WILL HAVE AUTHORITY TO AWARD TEMPORARY, INTERIM OR PERMANENT INJUNCTIVE RELIEF OR RELIEF PROVIDING FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE INDIVIDUAL CLAIM BEFORE THE ARBITRATOR. THE AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF.

Waiver and Severability. No waiver of any provision of this Agreement by Exerlin will be effective unless in writing and signed by Exerlin LLC. No waiver by either Party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

Assignment. You may not assign, delegate or transfer this Agreement in whole or in part, without Exerlin's prior written consent. Exerlin may assign, transfer or sublicense any or all of Exerlin's rights or obligations under this Agreement without restriction.

Notices. Any notices provided by Exerlin under this Agreement may be delivered to you within the Services or to the email address(es) we have on file for your account. You hereby consent to receive notice from Exerlin through the foregoing means, and such notices will be deemed effective when sent if on a business day, and if not sent on a business day, then on the next business day. Except as otherwise specified in the Agreement, any notices to Exerlin under this Agreement must be delivered via first class registered U.S. mail, overnight courier, to EXERLIN, Inc., Attn: Exerlin Customer Support, Exerlin.com - Contact Us.

Force Majeure. Neither Party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes

beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Exerlin's or your employees, respectively), computer attacks (by government/nation entities or otherwise) or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay caused.

Electronic Communications and Signatures. You agree to the use of electronic communication in order to enter into agreements and place orders, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Services. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

Relationship of the Parties. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Exerlin.