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TERMS AND CONDITIONS AND PRIVACY POLICY

Welcome!

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TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and partnership of Katherine M. deBoer and Patrick R. Yeoman, doing business as Radiant Health Yoga, a partnership registered in the Province of Ontario, a yoga studio operating out of the Province of Ontario (“**Radiant Health**”). Radiant Health may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Trademark & Copyright.** Logos for Radiant Health are trademarks of Radiant Health and its affiliates (the “**Marks**”). You must obtain written permission from Radiant Health to use the Marks. All materials created by Radiant Health on the Site are protected by Canadian copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Radiant Health. The contents of this Site are all copyrighted by Radiant Health, unless otherwise noted. You must obtain written permission from Radiant Health to use the contents of the Site in any manner not authorized by these Terms and Conditions.
2. **Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of Radiant Health and Radiant Health is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. Radiant Health accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of this Site, enable you to connect with Radiant Health on various platforms, help Radiant Health offer the easiest services for you and conduct transactions.
3. **Use License.** If Radiant Health has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - 3.1. modify or copy the materials;



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- 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
- 3.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Radiant Health at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Cancellation of Workshops & Special Events.** If we cancel an event you will receive a full refund. Enrollments may be cancelled up to 5 days prior to the start date with a full refund or credit to your account. If you are unable to attend the workshop or event and cancellation occurs within 2 - 5 days of the start date, 80% of the cost will be transferred to a credit on your account. No refunds or credits will be issued for cancellation or missed enrollment within 24 hours of said event.
5. **Cancellation of Appointments.** In order to minimize disruptions to our schedule, we require 24 hours notice to change, cancel and/or reschedule any appointment, including but not limited to: Infrared Sauna, Private or Semi private instruction, or other such appointments. If 24 hours is not given, the client will be responsible to pay for the full price of the scheduled appointment. If you have a same day appointment: please be aware that when booking an appointment on the same day, it is considered set, and if changed, cancelled or rescheduled at any point after it is made, the client is responsible for paying for the full price of the appointment.
6. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site is for informational and educational purposes only. What we share is the opinion and perspective of Radiant Health Yoga. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
7. **No Guarantees.** We make **no guarantees** about any particular results or benefit that you'll get from our Site or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
8. **Site Terms of Use Modifications.** Radiant Health Yoga may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Radiant Health modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
9. **Limitation of Liability.** In no event shall Radiant Health or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Radiant Health has been notified orally or in writing of the possibility of such damage.
10. **Governing Law.** Any claim relating to Radiant Health's Site shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.
11. **Indemnity.** As a condition of your use of this Site, you indemnify Radiant Health and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
12. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Radiant Health linked to these Terms and Conditions or contained on this Site



constitute the entire agreement between you and Radiant Health relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Radiant Health. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Radiant Health to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

Radiant Health understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Radiant Health Yoga and its subsidiaries and affiliates (collectively, “**Radiant Health**”) with respect to how Radiant Health collects your personal information. It also describes how Radiant Health maintains, uses, and discloses personal information. This Privacy Policy also sets out how you can access certain information that Radiant Health may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Radiant Health. This Privacy Policy does not apply to such third-party websites, and Radiant Health is not responsible for the content of such third-party websites or the privacy practices of such third parties. Radiant Health encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

- 1. Consent of Collection of Information.** By submitting Personal Information to Radiant Health and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Radiant Health at amazing@radianthealthyoga.ca. You understand that if you withdraw your consent, Radiant Health may not be able to continue to offer its Services and provide its information to you.
- 2. Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. Radiant Health does not knowingly collect Personal Information from children 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Radiant Health learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Radiant Health might have any information from or about a child under 18, please contact us at amazing@radianthealthyoga.ca.
- 3. Revisions to this Privacy Policy.** Radiant Health reserves the right, in Radiant Health’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Radiant Health will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the



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Site and will apply to any Personal Information collected on or after the date posted. Radiant Health will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.

4. What Personal Information does Radiant Health collect and how is it processed?

4.1 What do we collect? Radiant Health may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by Radiant Health and instead will be collected by the third parties Radiant Health works with as outlined in 4.4.

4.2 Newsletter. We may ask for both your name and email address in order to send you our newsletter or emails. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional.

4.3 Phone Number. We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

4.4 Third Parties. Radiant Health may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the Services, including your name and contact information. Specifically, the third parties Radiant Health may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

4.4.1 MailChimp: <https://mailchimp.com/legal/privacy/>,

4.4.2 Facebook: https://www.facebook.com/full_data_use_policy,

4.4.3 Youtube: <https://www.youtube.com/static?gl=CA&template=terms>,

4.4.4 Instagram: <https://help.instagram.com/402411646841720>,

4.4.5 Zoom: <https://zoom.us/privacy>

5. How will Radiant Health use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and Services you can purchase or subscribe to from the Site. Specifically:

5.1. Your credit card information will not be kept by Radiant Health but instead by one of the third parties listed in section 4.4 above;

5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.4 above;

5.3. Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;

5.4. If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;

5.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing



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- 11.2. Why do we use cookies? Despite being an awesome word generally, cookies help the Site understand how you interact while visiting the Site and what your preferences are and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site, but of course it is your choice to do so.
12. **Disclosure of Personal Information.** Radiant Health will NEVER sell or license any Personal Information we collect from you. Radiant Health is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the Services and products offered by Radiant Health, you agree to be bound to and consent to the provisions of our third parties' privacy policies.
13. **Jurisdiction.** This privacy policy and the use of the Site are governed by the laws of **Canada and the Province of Ontario**. If a dispute arises under this policy, we agree to first resolve it through binding arbitration to take place in the Province of Ontario.
14. **Your Consent.** By choosing to provide Radiant Health with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
15. **Protecting Your Privacy.** Radiant Health is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Radiant Health makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
16. **The Internet Can Be Sketchy.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Radiant Health over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Radiant Health's control.
17. **Verifying and Amending Your Personal Information.** Radiant Health tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at amazing@radianthealthyoga.ca to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Radiant Health at any time or seek to make corrections to it.
18. **Resolving your concerns.** If you have any questions or concerns about Radiant Health's Personal Information collection, use and disclosure practices, please let us know at amazing@radianthealthyoga.ca and we will do our best to help you.

With Love,

Radiant Health Yoga