

## Disclaimer

### **WARNING**

These exercises and instructions are in no way to be utilized as a substitute for medical counseling. Please seek medical consultation prior to beginning any new exercise or movement practice. These exercises are designed to be performed by those not suffering from pain. This or any exercise program may result in injury, so you should consult a qualified healthcare professional to make sure physical exercise is safe and appropriate for you. Please follow all instructions within the videos, DO NOT PUSH INTO PAIN and cease performance of these movements if you feel pain, discomfort, aggravate an existing symptom or a new symptom arises. Use the program only as intended and demonstrated. Threes Physiyoga Method (TPM) and its affiliates disclaim any liability for any injury, damage, or loss in connection with any use of this program or the instructions and/or advice expressed herein.

If you think you may have a medical emergency, call 911 or seek medical attention at your nearest emergency department immediately.

**Limitation of Liability:** To the fullest extent permitted by applicable law, TPM and its affiliates disclaim any responsibility and liability for any injuries, losses or damages arising out of or in connection with your education through our trainings and offerings. In no event shall TPM or its affiliates be responsible or liable for any damages whatsoever resulting from the statements or conduct of any third party or the interruption, suspension or termination of any services, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. You understand that you assume all risks of visiting our website and participating in our methods, trainings and offerings.

**Medical Disclaimer:** TPM is not a medical organization and its instructors or staff cannot give you medical advice or diagnoses. Nothing on this website or any information provided by TPM or an affiliate constitutes physical therapy or has been approved by a licensed physical therapist. No professional/patient relationship has been created by virtue of the existence of this website, the provision of the content hereon or by your participation in any TPM or affiliate offering.

All content on this website is provided by TPM for educational purposes only and without representations or warranties of any kind, express or implied. Content on this website is also impersonal, is by no means complete or exhaustive, and is not tailored to the needs of any specific individual. Those who read or watch our articles, online videos, or other content within our website assume all risks when using the information provided herein. TPM and its affiliates disclaim any and all liability from the information provided herein.

Furthermore, nothing on this website or any information provided by TPM constitutes medical, healthcare, or psychological advice, has been approved by a medical

professional, and is intended as a replacement for professional consultations with qualified practitioners or professional medical advice, diagnosis, and treatment. Injuries are inherent to the practice of yoga, so we urge you to consult a qualified healthcare professional prior to beginning a yoga practice or working with a TPM certified teacher to make sure yoga and other physical exercise is safe and appropriate for you. If, during or after attempting any of the movements or techniques we provide, you experience pain, discomfort, aggravate an existing symptom or a new symptom arises, you should immediately stop the movement or technique and seek advice from a qualified healthcare professional.

The material presented on this website and within our teacher trainings, seminars and workshops are related to the teachings of yoga, not the practice of medicine or physical therapy/physiotherapy. Additionally, while TPM makes links and other resources available on our website, we do not endorse materials or other content found on such websites or elsewhere relating to yoga, physical therapy, or the effectiveness of any such practices.

## Privacy Policy

Effective Date: April 3, 2023

Welcome Hospital for Special Surgery (“HSS”) team members! Threes Physiyoga Method, LLC (“TPM,” “we,” “us,” and “our”) respects your privacy. This Privacy Policy explains how TPM collects, uses, discloses, and secures your Personal Information (as defined below) through (1) all of the products, services and websites offered by TPM, including, but not limited to, <https://threesphysiyoga.com> and all subdomains (the “Website”); (2) mobile, tablet, or other digital or electronic versions of the TPM video streaming platform; (3) any TPM software; and (4) any applications created by TPM whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the “Service”). By using the Service, you consent to the processing of your Personal Information as set forth in this Privacy Policy, now and as may be amended by us from time to time.

Please feel free to contact us if you have any questions about this Policy. See the “Contact” section below for contact information.

### Personal Information

In this Privacy Policy, “Personal Information” refers to any information about an identifiable individual and any information that is linked to an identifiable individual. In some jurisdictions, business contact information and/or employee information may be included in the definition of Personal Information.

### 1. Information We Collect

TPM Collects personal information from users in a variety of ways.

**Information you provide.** When you sign up for a TPM account, we ask you for certain personal information such as your full name, e-mail address, mailing address, phone number, age range, gender preference and an account password.

**Device and Usage Information.** Like most online services, we automatically receive standard technical information when you interact with our Service, which may constitute Personal Information, including browser and device information such as unique device identifiers, mobile phone carrier, internet protocol (IP) addresses (which may identify your general geographic location), browser types, and the date and time of your interactions. We also receive information about your interactions with our Service, such as the referring website pages / exit pages and URLs, other browser history, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your visit, and other technical information.

We may collect this information using cookies or similar technologies. Cookies are small files containing a string of characters that uniquely identify your browser. Cookies enable us to personalize your experience on the Service, maintain a persistent session and passively collect demographic information. We also use cookies to improve the quality of our Service by storing user preferences and tracking user trends. Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. TPM uses cookies that are used solely by us or third parties who act only on our instructions or on our behalf. TPM uses persistent cookies. This means that the cookie stays on your hard drive until you delete it. You can delete our cookie at any time by following the instructions provided by your browser. TPM does not use cookies to store information such as credit card numbers, telephone numbers, or any other sensitive information.

TPM also does not use cookies or pixels to track HSS employee activity outside of TPM services, and does not use cookies or pixels to send follow-up advertisements to the employees.

**IP Address** - An Internet Protocol (IP) address is a number that's automatically assigned to your computer whenever you're surfing the Web. We retain your IP address in order to help us diagnose problems with our servers, to administer our Website, to help identify you, to gather broad anonymous demographic and location information (such as the number of visitors from a geographic area), to enforce compliance with the Website terms and conditions, or otherwise in order to protect our services, sites, customers, or others.

**Log information** - When you use the Service, our servers automatically record information that your browser sends whenever you visit a website. These server logs include information such as your web request, IP address, browser type, browser language, the date and time of your request, and one or more cookies that uniquely identify your browser.

**User communications** - When you send email or other communication to TPM, we retain those communications in order to process your inquiries, respond to your requests, and improve our services.

**Links** - TPM presents links in a format that enables us to keep track of whether these links have been followed. We use this information to improve the quality of our Website.

## **2. Information Use and Sharing**

We use Personal Information in a variety of ways to provide our Service and to operate our business, including the following:

**Communications.** We use your name, e-mail address, and other information to inform you of new product releases, service notifications, events, and to solicit your feedback

and input. We also use your information, or a portion thereof, to send you marketing materials and/or TPM newsletters or other information TPM thinks you would be interested in, unless you notify TPM that you do not wish to receive such materials. Please contact us using the information in the Contact section below to request that you not be sent any or all of such information, or opt-out of any email messages you receive from TPM to stop receiving future marketing emails.

**Service Related Usage.** We use the Personal Information we collect about and from you for a number of purposes, including: providing and supporting the Service, analyzing how you use the Service, and better tailoring features. We may also track what online audio, visual, and audiovisual content has been viewed or otherwise consumed on an aggregate basis or by an individual user. By viewing videos via the Service, you agree we can track your video viewing history.

We use your personal information for the purposes described in this Policy and/or any privacy notice provided for specific Services. Such purposes include, but are not limited to:

- Providing our Services to users, including the display of customized content and advertising;
- Sharing information with our business partners who perform core services (such as hosting, billing, data storage, security, and reporting services) related to the operation of the Service;
- Aggregating and de-identifying information and sharing it with strategic partners for analysis and business development;
- Following up with transactions or inquiries initiated on the Website, the application, or via email;
- Auditing, research and analysis in order to maintain, protect, and improve our Services;
- Ensuring the technical functioning of our network; and
- Developing new Services.

We do not use automatic decision-making or engage in profiling that produces legal effects or similarly significant effects.

We may share technical or personal information that has been anonymized or aggregated without limitation; provided that, with respect to HSS employees only, we will not share personal information that has been anonymized or aggregated without the prior consent of HSS.

## **How We Share Your Information**

We may share, transfer, or disclose your Personal Information, if you consent to us doing so, which consent may be express or implied as required in the circumstances, as well as in the following circumstances:

**Service Providers.** We use Stripe, Inc. (“Stripe”) to process all payments made via the Service. Stripe handles any payment card information and other information you provide to them in accordance with their privacy policy, which can be found at: <https://stripe.com/us/privacy>. By making any payments via the Service, you authorize us to provide your payment card information to Stripe. We also share information with other third parties who provide services to us, such as hosting, analytics, web site management, information technology, and other similar service providers.

**Comply with Legal Requirements.** We may disclose your Personal Information as we believe to be necessary or appropriate to: (i) comply with applicable law and legal processes; (ii) respond to requests from public and government authorities, including public and government authorities outside your country of residence; (iii) enforce our Terms of Service; (iv) protect our rights, privacy, safety, or property, and/or that of our affiliates, you or others; and (v) allow us to pursue available remedies or limit the damages that we may sustain.

**Aggregate, De-Identified Information.** We may use your Personal Information to create aggregate or statistical information that does not directly identify a specific person, and we may share that information. For example, we may share anonymous and aggregated reports and information on user demographics and traffic patterns with third parties. This aggregated information does not constitute Personal Information or identify any individuals.

**Business Transfer.** We may, in the future, sell or otherwise transfer some or all of our business, operations or assets to a third party, whether by merger, acquisition or otherwise. Personal data we obtain from or about you via the Services may be disclosed to any potential or actual third-party acquirers and may be among those assets transferred.

### **3. Your Choices**

When you sign up for the Service, we ask you to provide Personal Information. If we would like to use this information in a manner different than those described in this Policy and/or in the specific service notices, then we will ask for your consent prior to such use. If you no longer wish to receive email notifications from TPM, please let us know by contacting us. Please specify which notifications you no longer wish to receive and provide your exact name, email address and/or physical address so that we can do our best to ensure that you stop receiving the notifications that you no longer wish to receive. Please note that you will continue to receive communications related to our transaction(s) and relationship with you.

If we propose to use Personal Information for any purposes other than those described in this Policy and/or in the specific service notices, and you decline, TPM may not be able to provide its Service to you.

We may also work with third parties that collect data about your use of the Website and other sites or apps over time for non-advertising purposes. For example, TPM uses Google Analytics and other third-party services to improve the performance of the Website and for analytics and marketing purposes. For more information about how Google Analytics collects and uses data when you use our Website, visit [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/), and to opt out of Google Analytics, visit [tools.google.com/dlpage/gaoptout/](http://tools.google.com/dlpage/gaoptout/).

When you use the Service, we make good faith efforts to provide you with access to your Personal Information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we in some cases decline to process requests in certain circumstances. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort.

#### **4. Data Security**

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage and processing practices, and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal information.

We restrict access to personal information to TPM employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

However, please note that no data transmission over the Internet can be guaranteed to be 100% secure, so while TPM strives to protect your information, TPM cannot ensure or warrant the security of any information that you voluntarily give to TPM.

#### **5. Website Areas Beyond TPM's Control**

TPM may choose various third party websites to link to, link from, and frame within, the Website. TPM also may participate in co-branding and other relationships to offer e-commerce and other services and features to its users. However, even if the third party is affiliated with TPM, we have no control over these linked sites, each of which has separate privacy and data collection practices independent of TPM. We have no responsibility or liability for these independent policies or actions and are not responsible for the privacy practices or the content of any such websites. Please make sure you are comfortable with the privacy practices of every site you visit before providing the site with

your personal information. These linked sites are only for your convenience and you therefore access them at your own risk.

We also may make chat rooms, forums, and message boards available to you through the Services. Please remember that we cannot control the information that is shared by members and that anything you voluntarily provide in any public area of the Internet will be publicly available to other visitors on that website and potentially to other third parties. Thus, please note that you should always exercise caution when deciding to publicly disclose any of your personal information in these and similar areas.

## **6. Connecticut Residents**

Effective July 1, 2023, if you live in Connecticut, you have some additional rights:

- Connecticut consumers have certain rights with respect to the collection and use of their Personal Information. Connecticut consumers can find more detail by referencing the [Connecticut Data Privacy Act](#).
- You may exercise your rights by contacting us directly. See the “Contact” section below for contact information. While we will make reasonable efforts to accommodate your request, we reserve the right to impose certain restrictions or requirements on your request, if allowed by or required by applicable law.
- If we deny a request made pursuant to the Connecticut Data Privacy Act, you have the right to appeal that decision. We will provide you with the necessary information to submit an appeal at that time. Alternatively, you can appeal a decision by contacting us directly. See the “Contact” section below for contact information.

## **8. Enforcement**

TPM regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or TPM's treatment of personal information by contacting us using the information in the Contact section below.

When we receive formal written complaints at this address, it is TPM's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal information that cannot be resolved between TPM and an individual.

## **9. Users Under 18**

TPM's content is not directed at users under eighteen (18) years of age, and if you provide information about yourself as a user of TPM, you are representing that you are at least eighteen (18) years of age. We do not knowingly collect personal information from anyone under eighteen (18) years of age, but if we do become aware of having collected



personal information from a user who is younger than eighteen (18) years of age, we will remove such information from our files.

## **10. Changes To This Policy**

This Policy may be amended from time to time. All modifications to this Policy will be posted on the Service and your continued use of the Service after any modified Policy has been posted constitutes your acceptance of, and agreement to be bound by, such changes. We recommend that you visit this page periodically to review any changes to the Policy. If we believe that the changes are material, TPM may let you know by sending you an email or message about the changes.

## **11. TPM Terms and Conditions of Use**

A complete statement of our Terms and Conditions of Use can be found here. TPM's Terms and Conditions of Use are expressly incorporated into this Policy by this reference.

## **12. Contact**

If you have any questions, comments, or concerns about this Policy, please contact us, in our role as data controller, at:

Threes Physiyoga Method, LLC

P.O. Box 1231

Port Washington, NY 11050

[diana@threesphysiyoga.com](mailto:diana@threesphysiyoga.com)

## Terms & Conditions of Use Agreement

Effective: April 3, 2023

Welcome, we are so happy you are here! Thank you for your interest in Threes Physiyoga Method, LLC (“TPM”). These Terms and Conditions of Use (these “Terms” or this “Agreement”) establish the terms and conditions that apply to you when you use the Service (as defined below).

Threes Physiyoga Method’s website (hereinafter referred to as the “Website”) is a resource of movement, science, and knowledge which empowers people to embrace their wellbeing and that provides members and teachers of all skill levels: (1) movement and mindfulness classes that link yoga and movement science; (2) educational materials about health and wellness; and (3) education for yoga teachers and physical therapists. The Website is owned by Threes Physiyoga Method, LLC.

These Terms apply to: (1) all of the products, services and websites offered by TPM, including, but not limited to, the Website; (2) mobile, tablet, or other digital or electronic versions of the TPM video streaming platform; (3) any TPM software; and (4) any applications created by TPM whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the “Service”). Please note that the availability of any TPM applications on a social networking site, mobile or tablet device, or other technology platform does not indicate any relationship or affiliation between TPM and such social networking site, mobile or tablet device, or internet television or other technology platform.

This Service is not directed to persons under eighteen (18) years of age.

PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE USING THE SERVICE. THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

### **1. Acceptance of Terms**

This Agreement sets forth legally binding terms for your use of the Service. By using the Service, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the Service) or you are a “Member” (which means that you have registered on the Website as a user). If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Service immediately. We will post a notification on the Service in the event of any material changes to this Agreement. Such changes, whether in the form of modifications, additions, or deletions, shall be effective when specified in the relevant notification or, if the change is immaterial, immediately upon appearing on the Service. Your continued use of the Service following our posting of any changes to this Agreement means that you accept those changes.

## **2. Arbitration Agreement and Class Action Waiver**

You and TPM agree that any dispute between us (including disputes against any agent, employee, subsidiary, affiliate, predecessor in interest, successor, or assign of the other) relating to: (1) the Service; (2) any transaction or relationship between us resulting from your use of the Service; (3) the purchase, order, installation, or use of the Service; or (4) communications between us, will be resolved exclusively and finally by binding arbitration and the arbitration decision may be enforced and judgment entered thereon in any court of competent jurisdiction. You and TPM further agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, and not by any state law concerning arbitration. You and TPM further agree that any determination regarding the applicability, enforceability, or validity of this arbitration agreement will be made by the arbitrator, not by any court.

By agreeing to this arbitration agreement, you are giving up your right to go to court, including, but not limited to, your right to a jury trial.

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

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

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

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

### **3. General Registration Requirements**

If you wish to become a Member, communicate with other Members and/or otherwise make use of the Service, you must read this Agreement and indicate your acceptance during the Member registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Website (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TPM reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. TPM's Content (as defined in Section 6 of this Agreement) on the Service (collectively, "TPM Content") is provided to you "AS IS" for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of TPM. Other than rights expressly granted to you, TPM reserves all rights in and to the Service and the TPM Content.

You may access the Website and TPM Content as available:

- for your information and personal use only;
- as intended through the normal functionality of the TPM Service; and
- for Streaming ("Streaming" or "Stream" means a contemporaneous digital transmission of an audiovisual work via the Internet from the TPM Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user). Accessing videos via the Service for any purpose or in any manner other than Streaming is expressly prohibited. When you Stream TPM Content, the resolution and quality of TPM Content you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While we strive to provide a quality viewing experience, we make no guarantee as to the resolution or quality of the Streaming TPM Content you will receive.

### **4. Minors**

TPM's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to TPM you are representing that you are eighteen (18) years of age or older. You must be at least eighteen (18) years of age to become a Member and purchase Services. By agreeing to this Agreement during the sign up

process, you represent and certify that you are legally able to enter into any and all purchase agreements with TPM and its partners, vendors, agents and service providers.

## **5. Member Account, Password and Security**

If you register on the Service, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify TPM of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Each registration is for a single user only, unless otherwise expressly provided on the registration page. You may never use another Member's account without prior authorization from TPM. TPM will not be liable for any loss or damage arising from your failure to comply with this Agreement.

## **6. Prohibited Conduct**

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (individually and collectively, "Content") that:

- interferes with or disrupts the Service;
- is inaccurate, off-topic, irrelevant, or inappropriate for the purposes of the Service;
- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information from other Members;
- involves commercial activities and/or sales without TPM's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

Moreover, you may not (a) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Service, (b) attempt to gain unauthorized access to any portion or feature of the Service or any other systems or networks connected to the Service or to any TPM server or to any of the services offered on or through the Service, by hacking, password "mining," or any other illegitimate or prohibited means, (c) probe, scan, or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service, (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Service, (e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or TPM's systems or networks or any systems or networks connected to the Service, (f) use any device, software, or routine to interfere with the proper working of the Service or any transaction conducted on the Service, or with any other person's use of the Service, (g) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to TPM on or through the Service, or (h) use the Service in an unlawful manner.

- Obscene content, defined generally by being offensive and/or overtly sexual and lacking serious literary, artistic, political, or scientific value will be removed at our discretion.
- Illegal content. TPM will remove the content and comply with the steps required by law enforcement if needed.
- Content that incites violence, or promotes harm to others including animals.
- Content that promotes self-harm, eating disorders, or contains false or misleading information.
- Spam. Spam is defined as repeated, unwanted and/or unsolicited actions, whether automated or manual, that negatively affect users, communities, or Threesiyoga.com.

- Advertisements or solicitations of any financial, commercial, or not-for-profit organization, website, contest, promotion, or fundraiser.
- We may remove any content at our discretion if we deem it unsuitable for the TPM community.

If you see something inappropriate, please use the report feature to bring the issue to our attention. Every report received by staff will be looked at by an actual human, read for context, and judged accordingly.

## **7. Intellectual Property**

You acknowledge that the TPM Service contains software and other content that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All TPM-generated Content, and Content provided to TPM by its partners and licensors, is copyrighted individually and/or as a collective work under the U.S. copyright laws and all applicable international copyright (or equivalent) laws in all jurisdictions and protected under other intellectual property laws worldwide; further, as between you and TPM, TPM owns intellectual property rights in the selection, coordination, arrangement and enhancement of all Content in the TPM Service.

## **8. Termination or Suspension of Account**

If TPM determines in its sole discretion that you are violating any of the terms of this Agreement, TPM may: (1) notify you, and (2) use technical measures to block or restrict your access or use of the Service. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Service, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use. If TPM terminates your account or suspends or discontinues your access to the Service due to your violations of this Agreement, then you will not be eligible for any credit, refund or discount or other consideration.

## **9. Preservation/Disclosure**

You acknowledge, consent and agree that TPM may access, preserve and disclose your account information or Content posted by you if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of TPM, its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

## **10. Security Components**

You understand that the Service and software embodied therein may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by TPM and/or content providers who provide content to TPM. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Service.

## **11. Non-commercial Use**

The Service may not be used in connection with any commercial purposes, except as specifically approved by TPM. Unauthorized framing of or linking to any of the Service is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

## **12. TPM and Third Parties**

Our Service contains TPM Content, and Content of third party licensors to TPM (including Content provided by users of the Service, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. TPM owns and retains all rights, title and interest in the TPM Content. TPM hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the TPM Content and any third party Content located on or available through the Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Service. Any dealings with third parties included within or on the Service involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. TPM is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Service does not constitute an endorsement or recommendation of such third party or the product or services of such third party by TPM or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Service is provided to you for informational purposes only. TPM encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While TPM works to ensure the information on the Service is current and accurate, TPM does not warrant the accuracy of any information contained thereon (including information provided by instructors) or its fitness for any particular purpose.

## **13. Other Sites**

The Service may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or



evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. TPM does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in or on the Service does not imply TPM's endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

#### **14. International Use**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **15. Privacy Policy**

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

#### **16. Infringement Policy**

TPM reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service by any user who is alleged to have infringed on the intellectual property rights of TPM or of a third party, or otherwise violated any intellectual property laws or regulations. TPM's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want TPM to delete, edit, or disable the material in question, you must provide TPM with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TPM to locate the material; (d) information reasonably sufficient to permit TPM to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on

behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to TPM by e-mail with a return receipt acknowledgement.

## **17. Member Disputes**

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

## **18. Modification/Suspension/Discontinuation of Content**

We regularly make changes to the Service. The availability of the Content, as well as platforms and compatible devices through which Content is available, will change from time to time. TPM reserves the right to replace or remove any Content and the platforms available to you through the Service, including specific titles of Content, and to otherwise make changes in how we operate the Service. Additionally, you agree that for various reasons, certain Content may be available through one platform may not be available on another. We hope not to, but we may change, suspend or discontinue – temporarily or permanently – some or all of the Service (including the Content and compatible devices through with the Service is accessed, with respect to any or all users, at any time without notice. In our continued assessment of the Service, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the Service, including promotional features, user interfaces, plans, pricing, and advertisements. You acknowledge that TPM may do so in TPM's sole discretion at any time without notice.

## **19. Membership Subscription Fees**

TPM offers membership subscription-based access to its digital platform content ("Classes"), as well as one-time purchases of programs, live classes, mini-courses, workshops, teacher training and continuing education for physical therapists intended to instruct a person related to a specific area of study or on a particular topic that can be viewed for a limited or unlimited period of time ("additional video content"). TPM reserves the right to cancel, interrupt, or reschedule any TPM Content, Class, or additional video content. Subject to your payment of any applicable fees (including applicable taxes) and your compliance with all of the other terms TPM specifies for the Service, TPM grants you a non-exclusive, non-transferable, limited right and license, so long as the Classes and/or additional video content are available on the Service, to access, view, use, and display Classes and/or additional video content for non-commercial, private use.

### **A. Membership Subscription**

- Billing for Membership to Classes. Memberships, which provide you with access to on demand classes, programs, live classes and mini-courses are billed on a periodic basis as specified at the time of purchase (e.g., monthly, or yearly).

Memberships do not include access to Yoga teacher or Physical Therapist Continuing education Courses. Your Membership subscription will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or the Service is otherwise suspended or discontinued pursuant to this Agreement. If membership is cancelled or terminated before the end of the applicable billing cycle, TPM will not reimburse the Member for the remainder of that paid month. Members may cancel their membership at any time. Membership must be canceled prior to the renewal date in order to avoid additional membership charges. At times, special prepaid membership packages will be available for purchase at varying lengths of time as specified at the time of purchase. Special prepaid memberships will be recurring and will renew automatically on the expiry date.

- Pricing for Membership Subscriptions. When you purchase a membership subscription, you will be charged at the rate applicable at the time of your agreement to subscribe. If TPM later increases the price of the subscription, TPM will notify you via email. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.
- Free Trial for Membership to Classes. We require that you provide a valid credit or debit card ("Payment Source") at the time you register for a free trial to ensure that you have continued access to your membership after the expiration of the free trial period ("Free Trial"). TPM will not bill your account until the Free Trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a Free Trial once. TPM reserves the right to terminate any account that is using or trying to use more than one Free Trial. Because the TPM service is offered in multiple time zones, for consistency, a "day" for purposes of this Agreement begins at 12:00am Eastern Time and ends at 11:59pm, Eastern Time of that same calendar day. It is very important to understand that you will not receive a notice from TPM that your Free Trial has ended and that payment for your subscription is due. If you wish to avoid charges to your payment method, you must cancel your subscription prior to midnight Eastern Time on the last day of your Free Trial period.
- No Sharing of Membership Subscriptions. Members of TPM may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by TPM as fraudulent use of the Service, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use. TPM reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.

#### B. HSS Employee 12 Month Free Trial Membership

Employees of the Hospital for Special Surgery (“HSS”) may register for a free 12-month trial membership. Notwithstanding the foregoing, we do not require HSS employees to provide a Payment Source to register for such free trial membership. At the end of the 12-month free trial period, HSS employees have the option, but not the obligation, to purchase a membership subscription pursuant to the terms above.

## **20. Term and Termination**

This Agreement shall remain in full force and effect for so long as it is posted on the Website. You may terminate your membership at any time, for any reason, by following the instructions on the Website under Account Settings:

<https://www.threesphysiyoga.com/settings/payment> or by contacting Customer Support at [kristina@threesphysiyoga.com](mailto:kristina@threesphysiyoga.com). If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period.

TPM reserves the right to terminate your account or your access to the Service immediately, with or without notice to you, and without liability to you, if TPM believes that you have breached any of the terms of this Agreement, furnished TPM with false or misleading information, or interfered with use of the Service by others.

When you close or de-activate your account or if your account is otherwise terminated, we have the right, but not the obligation, to store your personal information, settings, saved and completed classes, and teachers you have followed. Unless we have exercised our right to terminate your account, you can re-activate your account at any time by contacting us.

## **21. Disclaimer of Warranties**

You agree that your use of the Service shall be at your sole risk. The Service and the Content are provided “AS IS” and without warranties of any kind, either express or implied. To the fullest extent permitted by law, TPM, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service, and your use thereof. TPM makes no warranties or representations about the accuracy or completeness of TPM Content or the content of any sites linked to the Service and assumes no liability or responsibility or any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, (III) any unauthorized access to or use of TPM secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Service, (V) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service by any third party, and/or (VI) any errors or omissions in any content or for

any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Service.

TPM does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or featured in any banner or other advertising, and TPM will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **22. Exclusions and Limitations**

Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

## **23. Indemnity**

You agree to defend, indemnify and hold harmless TPM, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

## **24. Additional Terms**

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Service, to obtain certain premium Content through the Service, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

## **25. Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service.

## **26. Assignment**

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

## **27. Integration Clause**

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

## **28. Waiver and Severability of Terms**

The failure of TPM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

## **29. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **30. Governing Law and Venue**

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

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

## **31. Ability to Accept Terms of Service**

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

### **32. General**

TPM reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Service following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

### **33. Questions**

If you have any questions or comments regarding this Agreement or the Service, feel free to contact us by email at [diana@threesphysiyoga.com](mailto:diana@threesphysiyoga.com)