**ESSENTIALGOODMOVES.COM**

**Privacy Policy and Terms of Use Agreement**

**Privacy Policy**

We collect information by which you may be personally identified, such as name, e-mail address and any other information which you provide to us, only if you engage in email, text, and other electronic messages with us.

We use information that you provide to us, including any personal information, to provide you with information that you request from us and to fulfill any other purpose for which you provide it.

We may disclose personal information that you provide to us (i) to fulfill the purpose for which you provide it; (ii) with your consent; (iii) to comply with any court order, law, or legal process, including to respond to any government or regulatory request; and (iv) to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets.

Upon your request to delete information we have stored about you, we will delete your information. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

If you have questions regarding this Privacy Policy, please send an e-mail to info@essentialgoodmoves.com.

**Terms of Use Agreement**

**Read This Terms of Use Agreement Before Accessing Website.**

This Terms of Use Agreement (this “Agreement”) is a legal agreement between you (“you” or “your”) and ESSENTIALGOODMOVES.COM (“we,” “our” or “us”) governing your use of (i) any workshop, seminar, class, conference, course or other service (collectively, the “Services”), offered or promoted by us through the website located at https://essentialgoodmoves.com, any other domain, social media accounts or other online platform owned or controlled by us (the “Site”); and (ii) any materials, content or other offline components provided by us through the Site (the “Materials”).

BY ACCESSING THE SITE OR PARTICIPATING IN ANY CLASS OR USING ANY OF OUR SERVICES, YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS THE SITE, PARTICIPATE IN ANY CLASS, OR USE ANY SERVICES, OFFERED BY US.

1. **Minimum Age Requirement**

THE SERVICES ARE INTENDED FOR THOSE WHO ARE 18 YEARS OF AGE AND OLDER. IF YOU ARE UNDER THE AGE OF 18, YOU MAY NOT USE THE SERVICES WITHOUT PROVIDING VERIFIABLE CONSENT FROM A PARENT OR LEGAL GUARDIAN. IN ADDITION, IF APPLICABLE LAW REQUIRES THAT YOU MUST BE OLDER THAN 18 TO LAWFULLY USE THE SERVICES WITHOUT PARENTAL CONSENT THEN YOU MUST BE SUCH OLDER AGE TO USE THE SERVICES. CREATING AN ACCOUNT WITH FALSE INFORMATION IS A VIOLATION OF OUR TERMS, INCLUDING ACCOUNTS REGISTERED ON BEHALF OF OTHERS OR PERSONS UNDER THE AGE OF 18.

1. **Prohibition on Recording**

Except as otherwise permitted in writing by us, no materials or information, regardless of form (including, without limitation, oral, documentary, photographic, videographic, and electronic), provided by us to you through the Services or otherwise, including at any workshop, seminar, class, conference or course (collectively, “Content”) may be recorded, copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may use the Content for non-commercial, personal use only. You may not use, distribute, modify, transmit, or post the Content, including any text, images, audio, or video, without our express prior written consent. All rights in and to the Content are reserved to us.

1. **License Grant**

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, non-exclusive, non-transferable, license to access the Site and download the Materials solely for your own use. The license granted herein is expressly conditioned on your continued compliance with the terms and conditions of this Agreement.

1. **Restrictions on License Grant**

Your use of the Site is limited to the scope of the license granted in this Agreement and this Agreement does not permit you to use the Site other than as provided herein. You acknowledge that the Site constitutes a valuable asset of ours. You acknowledge and agree that except as otherwise authorized under this Agreement or otherwise specified in writing between the parties:

a. You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Site or the Materials or use the Site to run, or as part of, a service bureau, outsourced, or managed services arrangement;

b. You shall not copy, reproduce, republish, upload, post, transmit or distribute the Site or the Materials in any way;

c. You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Site or the Materials;

d. You shall not knowingly or negligently permit other individuals or entities to use or copy the Site, or create Internet “links” to the Site or “frame” or “mirror” the Site on any other server or wireless or Internet-based device;

e. You shall not access the Site for any reason, including without limitation, in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Site, (c) copy any ideas, features, functions or graphics of the Site, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;

g. You shall not attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of ours or any of our customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorized to access;

h. You shall not attempt to probe, scan or test the vulnerability of a system, account or network of ours or any of our customers or suppliers;

i. You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that “crack,” or make unauthorized changes to, the software which operates the Site;

k. You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Site (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;

l. You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Site or any of our host, server, backbone network, node or service, or otherwise cause a performance degradation to our facilities used to deliver the Site; and

m. You shall not create or use any program, tags, markers, bots, mousetraps, highjackers or other similar computer routines or sub-routines to automatically access or manipulate the Site.

1. **Intellectual Property Ownership**

All right, title and interest in the Site, the Materials and the User Content (other than your own User Content), including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to us or our licensors, and you shall have no rights whatsoever in any of the foregoing other than the limited rights granted herein. You acknowledge that information on the Site may constitute a valuable trade secret and/or is the confidential information of our or our licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Site, the Materials or the User Content (other than your own User Content), in whole or in part. All content on the Site, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the “Works”) are the property of ours or our content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Works are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and we own a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause us and our licensors irreparable injury, which may not be remedied at law, and you agree that our and our licensors’ remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

1. **Trademarks**

The EssentialGoodMoves.com name, logo and the related names, design marks, feature names and related logos (collectively, the “Marks”) are our trademarks. The “Nia” and “Nia Technique” name, logo and the related names, design marks, feature names and related logos (collectively, the “Nia Marks”) are trademarks of Nia Technique, Inc., and are used by us with permission. Neither our Marks nor the Nia Marks may be used, copied or imitated, in whole or in part, without the express prior written consent us or Nia, as applicable. In addition, the look and feel of the Site (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of ours and may not be copied imitated or used, in whole or in part, without our express prior written consent.

1. **Medical Disclaimer**

OUR SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. ALL INFORMATION PROVIDED BY US IS FOR INFORMATIONAL PURPOSES ONLY, AND YOU HEREBY ASSUME ALL OF THE RISK IN PARTICIPATING IN ANY OF OUR SERVICES, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, ANY RISKS THAT MAY ARISE FROM OUR NEGLIGENCE. WE STRONGLY ADVISES THAT YOU SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF INFORMATION RECEIVED FROM US.

ON BEHALF OF YOUR EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS, AND ASSIGNS, YOU HEREBY: (A) WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY FOR YOUR DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO YOU, THE FOLLOWING ENTITIES OR PERSONS: US, OUR AFFILIATED ENTITIES, OUR AND THEIR DIRECT AND INDIRECT OWNERS, AND EACH OF OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND AGENTS; AND (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE THE ENTITIES OR PERSONS MENTIONED ABOVE FROM ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF PARTICIPATION IN ANY OF THE SERVICES. THIS RELEASE SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

1. **Disclaimer of Warranties**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SITE IS PROVIDED “AS-IS” AND “WITH ALL FAULTS”, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, INCLUDING OUR LICENSORS, SUBCONTRACTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SITE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING NON-INFRINGEMENT AND ACCURACY; (B) WE DO NOT WARRANT THAT THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS; (D) WE HEREBY DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, USEFULNESS, OR EFFECTIVENESS OF THE INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE SITE OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE SITE IS ENTIRELY AT YOUR OWN RISK AND WE SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

1. **Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. WE SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THE SITE AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED $100. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SITE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

1. **Third-Party Sites**

The Site may contain hyperlinks to other websites and/or resources that are not controlled or operated by us ("Third-Party Sites"). If there are Third-Party Sites linked to on the Site, these links are provided only for the convenience of our users. We have no control over the contents of Third-Party Sites, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Third-Party Sites linked through the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

1. **Modification to Terms**

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site. Your continued use of the Site following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. **Dispute Resolution**

Any dispute relating in any way to your use of the Site shall be submitted to confidential arbitration in Austin, Texas, USA except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court, and you consent to exclusive jurisdiction and venue in such court. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitration proceedings shall be conducted in English. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

1. **General**

a. This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Site, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas.

b. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.

c. It may be necessary for us to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Site or result in a partial or complete outage of the Site. We provide no assurance that you will receive advance notification of such activities or that access to the Site will be uninterrupted or error-free.

d. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of the Site. Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

e. If you have not entered into another agreement with us regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and we have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and us, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

f. Reference to any political activity, commercial or non-commercial product, process, or service by trade name, trademark, manufacturer or otherwise does not constitute or imply an endorsement or recommendation by us.

**Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@essentialgoodmoves.com.

*Effective Date: This Agreement was last updated on 11/24/2022.*