

TERMS AND CONDITIONS

The Rare Enterprise, (hereinafter also referred to as “**Company**”, “**we**”, “**our**” or “**us**”) operates <https://balanceyourwell.com/> (“**Website**”) and provides a wide range of products and services including Yoga Sessions, Babysitting, Dogsitting etc. (“**Services**”). These Terms and Conditions (“**Terms**”) govern the Products and use of the Services provided by the Company. By accessing and/or otherwise using the Services in any manner, you, therefore, agree that you have read and accepted these Terms. We reserve the right to modify these Terms, without notice, at any time. You understand that your continued use of the Services after these Terms have been modified constitutes your acceptance of these Terms as amended.

Regularly checking and reviewing this page ensures that you are updated on the terms and conditions governing your use of the Services.

If we believe that the modifications are material, we will notify you of the changes by posting a notice on our Website, or emailing you at the email address provided to us by you, and as we may deem appropriate. What constitutes a material change will be determined by us, at our sole and absolute discretion.

AGREEMENT TO TERMS

By accessing this Website, you agree to be bound by the same and acknowledge that it constitutes an agreement between you and the Company (hereinafter the “**User Agreement**”). You may not use the Services if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Website is at your own risk, including the risk that you might be exposed to content that is objectionable, or otherwise inappropriate.

The terms ‘**customer(s)**’, ‘**user(s)**’, ‘**your**’ and ‘**you**’ hereunder refer to the person visiting, accessing, browsing through and/or using the Website at any point in time.

REGISTRATION, ACCOUNTS, AND PASSWORDS

A user is required to create an account by using an email and password and providing the necessary details about the user in order to be eligible to use our Services.

user(s) are responsible for the personal protection and security of any password or email you may use to access the Website. You are responsible for all activity conducted on the Website that can be linked or traced back to your email or password.

You are obligated to immediately report a lost or stolen password or email to our Customer Service. If you believe someone has used your password or account without your authorization, you must notify us immediately.

We reserve the right to access and disclose any information, including user names of accounts, and other information to comply with applicable laws and lawful government requests.

EMAIL COMMUNICATION

By purchasing on the Website or otherwise creating an account on the Website, you understand that we may send you communications or data regarding our products and services. You agree to receive such communications from us.

Unless such email is necessary to facilitate a transaction, such as to complete a sale or provide you with information related to a purchase, we will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such message(s). Opting out may prevent you from receiving email messages regarding special offers, improvements, or other updates.

You also agree that all notices, disclosures, agreements, and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing. Your consent to receive communications and do business by email, and our agreement to do so, applies to all of your interactions and transactions with the Company. Please keep us informed of any changes in your email address so you may continue to receive our communications without interruption.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information made available on this Website is not accurate, complete, or current. We make every effort to provide quality images on our website, however, not all products will have images that show every angle of all products.

We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers, and expiration dates, so that we can complete your transactions and contact you as needed.

APPOINTMENT BOOKING

Customers may book appointments for Services through the Website. Appointments are subject to availability and confirmation by the Company.

Services are available during the hours specified on the Website at the time of booking the appointment. The Company reserves the right to modify service availability without prior notice. Customers must provide accurate information during the booking process, including the date, time, and location of the service. Changes to booked appointments may be accommodated subject to availability and at the discretion of the Company.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. Special prices may be limited to certain merchandise and quantities in stock.

We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

PRIVACY AND USAGE OF COOKIES

The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms. By using the Website, you signify your acceptance of the Company's Privacy Policy.

Members signing up for the Website are opting in to receive newsletters and other special offers through emails/notifications from the Website. If you do not wish to receive these emails, you may opt-out anytime.

Please refer to our [Privacy Policy](#).

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trade mark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, as well as, any and all applications, renewals, extensions, restorations and reinstatements thereof, now or hereafter in force and effect worldwide.

All material (including but not limited to the) and content on the Website, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by the domestic as well as international intellectual property law, including

copyright, authors' rights, database rights laws, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us.

The compilation of all content on the Website is our exclusive property and is protected by domestic as well as international copyright and database rights laws.

You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other Website or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

REVIEWS AND FEEDBACK

The Company allows the posting of customer reviews for the products you have purchased from the Website. We love hearing from our customers! So, if you would like to share your thoughts about our products, please feel free to leave a review on our website. By submitting a review, you acknowledge that your comments may be used on our website or in our marketing materials. We reserve the right to edit or remove any reviews that contain inappropriate or offensive language. Any customer failing to comply with the Terms may be expelled and refused continued access to, the ability to post reviews in the future.

Under no circumstances will we, our subsidiaries, affiliates, officers, directors, agents, co-branders, other partners, employees, or representatives be liable for any loss or damage caused by your reliance on information obtained through these posted comments. The opinions expressed by anyone other than the Company itself are solely the opinions of those customers and do not reflect the opinions of the Company or any of its subsidiaries or affiliates.

You also acknowledge and agree that any feedback, including, but not limited to, suggestions, comments, ideas, or other information, provided by you in the form of email or other submissions (collectively, **"Feedback"**) to us is non-confidential and you hereby grant Company, its affiliates, subsidiaries, successors, and assigns an irrevocable, worldwide,

transferable, nonexclusive, royalty-free, and fully sublicensable right to use such Feedback for any purpose without any compensation or attribution to you.

WEBSITE SECURITY

You agree to use this website only in accordance with these Terms. In the event that your unauthorised use of this website results in loss or damage to any person who then brings a claim against us, you agree to indemnify us for all losses and/or damages arising from such claim.

As a user of this website you undertake:

1. Not use our website in any way that causes or may cause damage to the website or impairment of the availability or accessibility of the website; or in any way that is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful activity or purpose;
2. Not use our website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;
3. Not conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our website without our express written consent;
4. Not to knowingly or recklessly contravene, in the course of using this website, the provisions of any legal or regulatory requirements of any competent authority having jurisdiction over you or over any activity you undertake;
5. Not to use this website to make unauthorised attempts to access or interfere with any of our systems or third party networks;
6. Not to use this website to conduct any business or activity or solicit the performance of any activity that is prohibited by law;
7. Not to use this website for the transmission or posting of any material which is defamatory, offensive or of an abusive or obscene or menacing nature or which infringes

third-party rights, or for the purpose of causing annoyance, inconvenience or needless anxiety to any third party, or send any message which you know to be false or make use of this website for such purpose(s);

8. to inform us immediately of any claim or action against you for any use of this website and, on request from us, to immediately cease the act complained of.

The Company is entitled to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

INDEMNIFICATION

You understand and agree that you are personally responsible for your behaviour on the Website. You agree to indemnify, defend and hold the Company harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms.

NO WARRANTY

You acknowledge and agree that the Services are provided on an “**as is**” and “**as available**” basis, and that your use of or reliance upon the Services and any content, products or services accessed or obtained thereby is at your sole risk and discretion.

We do not represent or warrant that: (a) the use of the Services will be secure, timely, uninterrupted or error-free or that they will be compatible or operate in combination with any other hardware, software, system or data; (b) the Services will meet your requirements or expectations; (c) errors or defects in the Services will be corrected; or (d) the Services and our server(s) are free of viruses or other harmful components.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular

purpose, and non-infringement, are hereby excluded and disclaimed to the fullest extent permitted under the law.

The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications (including problems inherent to the computer or electronic device you use).

No advice or information, whether oral or written, obtained by you from us or from the Services shall create any representation, warranty or guarantee. Furthermore, you acknowledge that we have no obligation to support or maintain the Services.

We disclaim any and all liability or responsibility in relation to the Website Content made available through the Services, including but not limited to the Content uploaded by users or the third-party content (feedback or comments) and services. We are not responsible or liable in any manner for the third-party content and services associated with or utilised in connection with the Services, including the failure of such third-party content and services, including but not limited to the content and/or services of our Business Partners.

We maintain and shall have the right at any time to change, modify, correct, add to, discontinue, or retire any aspect or feature of the Website and/or the Services, including, but not limited to, hours of availability, equipment needed for access or use, or the availability of the Services (or any part thereof) on any particular device or communications service. We have no obligation to provide you and/or the Business Partners with notice of any such changes, and we are further under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes, and/or enhancements of the Website and/or the Services.

GOVERNING LAW AND JURISDICTION

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in all respects in accordance with the Laws of _____, United States of America and shall have exclusive jurisdiction over any dispute arising under this Agreement.

NOTICES

Legal notices must be served on info@balanceyourwell.com. Notice will be deemed given 48 hours after the email is sent unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

LEGAL DISPUTES

If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us to seek a resolution. If your dispute is not resolved by contacting us, all legal notices and formal disputes should be sent to us at the email address provided in the 'Contact Us' clause.

If We have not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms through binding arbitration or (for qualifying claims) in a small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the US Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement. This arbitration provision shall survive the termination of this Agreement and the termination of your Company's account.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at www.adr.org. Unless you and the Company agree otherwise, the arbitration

will be conducted in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules.

The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property or unauthorised access to the Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

To the extent that any claim, dispute or controversy regarding Company or our Service is not arbitrable under applicable laws or otherwise, you and Company both agree that any claim or dispute regarding Company will be resolved exclusively in accordance with the applicable federal and state laws. If you are a consumer in the EEA, then this clause does not apply to you.

REMOVAL OF DOUBTS

Notwithstanding anything stated in this Regulation for any unforeseen issues arising, and not covered by this regulation, or in the event of differences of interpretation, the Company may take a decision as he/she may deem fit. The decision of the Company shall be final.

MISCELLANEOUS

Severability - The provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid,

legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this, agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that as amended, It is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision."

Entire Agreement - The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us. Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Waiver - If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

Amendments - Notwithstanding anything contained hereinbefore, the Company may amend and implement the Terms, whenever required, in the interest of maintaining the standard and improving user experience without any prior notice and you shall be governed by such Terms so implemented from time to time. Please review the Terms from time to time on a regular basis since your ongoing use is subject to the Terms as amended.

TERMINATION OF ACCOUNT

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services.

CONTACT US

After reviewing this policy, if you have any additional questions, concerning these Terms and Conditions, please contact us by sending an email to info@balanceyourwell.com by adding the word “Terms” in the subject line.

Last Updated: January 27, 2023.