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TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

Welcome!

The material appearing on these websites, reactivemovement.com, bodyharmonicsUS.com, movementmonthly.com, BH-US.com (the “**Sites**”), is provided as information about ReActive Movement’s business, community, and people, and as a platform for online connection. The owner of these Sites, ReActive Movement and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Sites or material linked to these Sites.

Any information on these Sites is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using these Sites, you accept and agree that following and using any information or recommendation provided on these Sites is at your own risk.

TERMS AND CONDITIONS

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

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and ReActive Movement, LLC, a Limited Liability Company (a Body Harmonics Pilates Inc. Affiliate Teacher Training Center) operating out of the State of California (“**ReActive Movement**”). ReActive Movement may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of these Sites after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by ReActive Movement on the Sites are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to ReActive Movement.
2. **Links to Third Party Websites.** These Sites may contain links to third party websites. All such linked sites, materials and pages are not under the control of ReActive Movement and ReActive Movement is not responsible for the content contained in any linked websites nor for any losses or damages you may incur as a result of the use of any third party websites. ReActive Movement accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of these Sites, enable you to connect with ReActive Movement on various platforms, help ReActive Movement offer the easiest services for you and conduct transactions.
3. **Use License.** If ReActive Movement has materials on the Sites which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - 3.1. modify or copy the materials;
 - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. transfer the materials to another person or “mirror” the materials on any other server.

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

4. **Refunds.** Our refund policy for any of the services or products sold on the Sites is as follows:
 - 4.1. reactivemovement.com: All sales are final.



4.2. BH-US.com and bodyharmonicsUS.com:

- 4.2.1. Cancellations received up to 30 days prior to the start date will be refunded, minus 15% of the total tuition fee.
- 4.2.2. Cancellations received 7-29 days prior to the start date will be refunded minus 50% of the total tuition fee.
- 4.2.3. No refund less than 7 days prior to or anytime after course start date.
- 4.2.4. To avoid any cancellation penalty, course registrations may be postponed or applied to a different course with permission up to 7 days before the course start date for a \$100 administrative fee. All postponements are non-refundable.

- 5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Sites is for informational and educational purposes only. What we share is the opinion and perspective of ReActive Movement. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
- 6. **No Guarantees.** We make **no guarantees** about any particular results or benefit that you will get from our Sites or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
- 7. **Sites Terms of Use Modifications.** ReActive Movement may revise these Terms and Conditions for its Sites at any time without notice. By continuing to use the Sites after ReActive Movement modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
- 8. **Limitation of Liability.** In no event shall ReActive Movement or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Sites, even if ReActive Movement has been notified orally or in writing of the possibility of such damage.
- 9. **Governing Law.** Any claim relating to ReActive Movement's Sites shall be governed by the laws of the State of California without regard to its conflict of law provisions.
- 10. **Indemnity.** As a condition of your use of these Sites, you indemnify ReActive Movement and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of these Sites.
- 11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of ReActive Movement linked to these Terms and Conditions or contained on these Sites constitute the entire agreement between you and ReActive Movement relating to your use of these Sites and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by ReActive Movement. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by ReActive Movement to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.



PRIVACY POLICY

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

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

Please note that the Sites may contain links to other third-party websites that are not controlled or operated by ReActive Movement. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and ReActive Movement is not responsible for the content of such third-party websites or the privacy practices of such third parties. ReActive Movement encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

- 1. Consent of Collection of Information.** By submitting Personal Information to ReActive Movement and its Sites or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting ReActive Movement at info@reactivemovement.com. You understand that if you withdraw your consent, ReActive Movement may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Sites is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Sites. ReActive Movement does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Sites or through any of its features, register on the Sites, make any purchases through the Sites, use any of the interactive or public comment features of the Sites, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If ReActive Movement learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe ReActive Movement might have any information from or about a child under 18, please contact us at info@reactivemovement.com.
- 3. Revisions to this Privacy Policy.** ReActive Movement reserves the right, in ReActive Movement’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. ReActive Movement will treat your continued use of the Sites following such revision as your acceptance of the revised terms. All revisions will be posted to the Sites and will apply to any Personal Information collected on or after the date posted. ReActive Movement will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
- 4. What Personal Information does ReActive Movement collect and how is it processed?**
 - 4.1 What do we collect?** ReActive Movement may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by ReActive Movement and instead will be collected by the third parties ReActive Movement works with as outlined in 4.4.
 - 4.2 Newsletter.** We may send you a newsletter or other promotional materials. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.



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

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

- 4.4.1** Docusign: <https://www.docusign.com/privacy-and-gdpr>,
- 4.4.2** Facebook: https://www.facebook.com/full_data_use_policy,
- 4.4.3** Instagram: <https://help.instagram.com/402411646841720>,
- 4.4.4** Calendly: <https://calendly.com/pages/privacy>,
- 4.4.5** Google Drive: <https://www.google.com/drive/terms-of-service/>,
- 4.4.6** Zoom: <https://zoom.us/privacy>,
- 4.4.7** Youtube: <https://www.youtube.com/static?gl=CA&template=terms>
- 4.4.8** Constant Contact:
https://www.endurance.com/privacy/privacy?_ga=2.28086204.1242846679.1605851817-1382724067.1605851817&_gl=1*hdcs78*_ga*MTM4MjcyNDA2Ny4xNjA1ODUxODE3*_ga_14T5LGLSQ3*MTYwNTg1MTgxNi4xLjEuMTYwNTg1MTgyMi4w
- 4.4.9** MindBody: <https://company.mindbodyonline.com/legal/privacy-policy>
- 4.4.10** Trello: <https://www.atlassian.com/legal/privacy-policy>

5. How will ReActive Movement use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Sites. Specifically:

- 5.1.** Your credit card information will not be kept by ReActive Movement but instead by one of the third parties listed in section 4.4 above;
- 5.2.** Your name and e-mail address are collected but will not actually be stored on the Sites. Any information captured will be processed through third party websites in section 4.4 above;
- 5.3.** Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;
- 5.4.** If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;
- 5.5.** If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
- 5.6.** We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.
- 5.7.** We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
- 5.8.** We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Sites.



6. **Storing Your Personal Information.** ReActive Movement's web server may store your Personal Information when you interact with the Sites. **ReActive Movement will be happy to delete any of your Personal Information it holds upon a written request made by you.** Your Personal Information will be safely disposed of by ReActive Movement.
7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of ReActive Movement and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Sites and ReActive Movement abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you've got any questions about our legal compliance, feel free to reach out to info@reactivemovement.com.
9. **Do Not Track Signals.** ReActive Movement currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.
10. **Analytics.** The Sites keeps the following information from your visits to our webpage:
 - 10.1. Visitor information to improve our customer engagement which tells us where and when people visit the Sites and how long they stay there; and
 - 10.2. IP information for webSites and server security.
11. **Cookies.** The Sites uses 'cookies' to keep a record of the number of times you've visited the Sites and how you interacted with the Sites during each visit. In addition to this, the Sites also uses cookies which are not absolutely essential for your use of the Sites. Your continued use of the Sites serves as consent for these cookies.
 - 11.1. You might be wondering what a cookie is. Well, it is a small text file that gets sent by the servers of the Sites to your hard drive and can only be read and interpreted by the Sites's servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.
 - 11.2. Why do we use cookies? Despite being an awesome word generally, cookies help the Sites understand how you interact while visiting the Sites and what your preferences are and thus can improve your experience on the Sites. If you do not want cookies from the Sites, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Sites, but of course it is your choice to do so.
12. **Disclosure of Personal Information.** ReActive Movement will NEVER sell or license any Personal Information we collect from you. ReActive Movement is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by ReActive Movement, you agree to be bound to and consent to the provisions of our third parties' privacy policies.
 - 12.1. In the event that ReActive Movement changes its practices or does sell your Personal Information, you will be notified and you will be able to opt-out of ReActive Movement selling your Personal Information by contacting us at info@reactivemovement.com.
13. **Jurisdiction.** This Privacy Policy and the use of the Sites are governed by the laws of the **United States and the State of California**. If a dispute arises under this Privacy Policy, we agree to first resolve it through binding arbitration to take place in the State of California.
14. **Your Consent.** By choosing to provide ReActive Movement with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
15. **Protecting Your Privacy.** ReActive Movement is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal



Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. ReActive Movement makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.

- 16. Verifying your Identity.** ReActive Movement will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. ReActive Movement will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
- 17. The Internet Can Be Sketch.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to ReActive Movement over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of ReActive Movement's control.
- 18. Verifying and Amending Your Personal Information.** ReActive Movement tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at info@reactivemovement.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by ReActive Movement at any time or seek to make corrections to it.
- 19. Resolving your concerns.** If you have any questions or concerns about ReActive Movement's Personal Information collection, use and disclosure practices, please let us know at info@reactivemovement.com and we will do our best to help you.



DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use these Sites and any of ReActive Movement’s social media profiles, and how you access our content and services, either as a paying customer or simply a webSites visitor.

1. **Qualifications.** ReActive Movement and its operators hold the following qualifications and professional certifications related to ReActive Movement: Certified Pilates Teacher. ReActive Movement makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on these Sites by ReActive Movement is professional advice. This is simply a compilation of content and services that ReActive Movement is providing. ReActive Movement and its services are not a substitute for professional advice or diagnosis. Please seek professional advice before engaging with our services and clearly understand that ReActive Movement’s services are not a substitute for professional advice.
3. **Social Media.** This Disclaimer applies to ReActive Movement’s Sites, content, services, and all social media. Specifically:
 - 3.1. <https://reactivemovement.com>, bodyharmonicsUS.com, movementmonthly.com, and BH-US.com
4. **No Guarantees.** You understand that ReActive Movement makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Sites. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
5. **Intention.** The intention of the information we share and post on the Sites is for informational and promotional purposes only.
6. **Not a Client.** By accessing and using the Sites, there is no client-professional relationship created between you and ReActive Movement. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Sites, you acknowledge that for the moment, we are just pals.
7. **Mistakes.** We try our best. We really do. All of the content we put on the Sites is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. But we ask you to understand that not everything we include on the Sites may be accurate or entirely true. Of course, we’ll never intentionally mislead you and we can only try our best. As such, we ask you to take the information on the Sites with a grain of salt, not to rely entirely on what we share, and accept that some of our content may be incorrect. Again, if you have any issues with this, you are always welcome to stop using the Sites.
8. **No Warranties.** ReActive Movement makes no promises that the Sites or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we’ll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Sites. To the maximum extent permissible by State of California laws, ReActive Movement disclaims all warranties regarding all information, products and services offered on or through the Sites.
9. **Reach Out.** Please feel free to connect with ReActive Movement to ask us any questions. All communications should be directed to info@reactivemovement.com.

With Love,

ReActive Movement