

# Terms of Use & Privacy Policy

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Some services offered by Web Site are subscription-based services. When you open a subscription-based account, you hereby agree to pay all charges to your account, including any applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for Services we provide, and to institute new fees, charges or terms effective upon notice to subscribers. We reserve the right to terminate any account at any time for any reason. We agree that we will notify you when, and if, we decide to terminate your account.

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The Sites are not directed to children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

### **EXPLICIT LANGUAGE AND MATURE CONTENT**

On our Sites we will occasionally discuss mature topics and language relating to personal and professional growth that may use explicit language. Users who are uncomfortable with such topics or language should not use our Sites.

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identification information about you as an individual user to any third party without having received your permission. If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events. If you wish to be removed from any postal, email, phone, or other lists, please let us know by emailing us at [Contact Us](#). You can also write us at the contact information above. Please provide us with your exact name, email address, mailing address, and phone. We will be sure your name is removed from the appropriate lists immediately. When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information (including but not limited to name of the domain and host from which you access the internet, the internet address of the Site from which you enter the Site, the pages you visit on the Site, and the amount of time you spend on the Site) from you to facilitate your use of the Site and its services. We use this information to administer the Site and to understand and measure traffic patterns on the Site so that we know which areas of our sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate form, without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes. This data is often tracked by us our our technology services provider by using “cookies” during your visit. A cookie is small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages). Web beacons are small bits of code embedded in Web pages or in emails. Web beacons may be used to deliver or communicate with cookies, to count users who have visited a Web page and to understand usage patterns. Web beacons also may be included in emails to learn if messages have been opened, acted on or forwarded. You can disable the ability of Web beacons to capture information in this manner by blocking cookies as described above under “Cookies.”

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These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

## **EXCEPTIONS TO PRIVACY POLICY**

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk. Please keep in mind that no Internet transmission is 100% secure. Some email sent to or from the Site may not be secure. Please consider this when sending information to us by email.

## **JURISDICTION AND VENUE**

You waive all rights to trial by jury in any action or proceeding instituted in connection with these TERMS and/or the Web Site. These TERMS will be governed by and construed in accordance with the laws of the United States, without regard to any principles of conflicts of law and not by choices of law and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree to exclusive jurisdiction in United States. If any of these TERMS of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining TERMS of use, and will not affect the validity and enforceability of the remaining provisions. You agree that jurisdiction over and venue in any legal proceedings directly or indirectly arising out of or relating to this Site (including but not limited to the purchase of Sawatch Solutions LLC products and services),



including any controversy or claim arising out of or relating to these TERMS and/or the Web Site shall be settled by binding arbitration, in the language of English, in accordance with the United States [Federal Arbitration Act](#). Any cause or action or claim you may have with respect to the Web Site (including but not limited to the purchase of Sawatch Solutions Products) must be commenced within three (3) months after the claim or cause of action arises.

Sawatch Solutions LLC's failure to insist up on or enforce strict performance of any provision of these TERMS and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these TERMS and conditions. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Country of United States, in the City of Dayton, Ohio according to the United States Arbitration act, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

The mediator shall be chosen and obtained by Sawatch Solutions LLC Any matters or proceedings that are not subject to arbitration as set forth in this Section of these TERMS and/or for entering any judgment on an arbitration award, shall take place in the Country of United States, in the City of Dayton, Ohio. You waive the defense of forum non conveniens. Sawatch Solutions LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Sawatch Solutions LL., its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these TERMS and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

## **MISCELLANEOUS**

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Web Sites and the Content, including, without limitation, those governing your transmission or use of any software or data. These TERMS and any applicable end user license or similar agreements contain the sole and entire agreement

between the parties with respect to the Web Sites, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. The section titles in these TERMS are for your convenience only and do not have any legal or contractual effect. You agree that these TERMS will not be construed against Company by virtue of having drafted these TERMS. If any provision of these TERMS shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these TERMS. No waiver on the part of Company of any of these TERMS will be of any force or effect unless made in writing and signed by a duly authorized officer of Company. These terms may be modified only by our authorized posting of changes to these TERMS of use on our Sites.

## **TERMINATION**

You understand and agree that Sawatch Solutions LLC will determine your compliance with these TERMS in its sole discretion. Sawatch Solutions LLC reserves the right to deny access to all or part of the Web Sites and to deny access to any person in its sole discretion without notice or liability of any kind. **Any violation of these TERMS may be referred to law enforcement authorities. Upon termination of your user account or access to the Web Site, or upon demand by Sawatch Solutions LLC, you must destroy all materials obtained from this Web Site and all related documentation.** The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Miscellaneous, Jurisdiction and Venue, No Professional Advice, Privacy Policy, Confidentiality and Non-Compete, Typographical Errors, Earnings Disclaimer, Registrations, Forums, Links, Parental Permission, Submissions, TERMS of Use, Transactions, Testimonials, Email/Newsletter, and Acceptable Use, Indemnification, shall survive any termination.

## **NOTICE**

Sawatch Solutions LLC may deliver notice to you by means of email, a general notice on the site, or by other reliable methods to address you that you have provided to Sawatch Solutions LLC, NeuroYoga.Zone, or Keith Engelhardt.

These terms of service were last updated on February 10, 2017