



Effective Date : December 21, 2020

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When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

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Purchases: Classes are non-refundable and non-transferable. Please note the expiration date upon purchasing.

Late Cancel / No Show Policies

- Classes are to be reserved and paid for in advance to guarantee a spot in class
- You have up until 12 hours before class to change or cancel a class to keep the class credit on your account
- Any changes or cancellations after the 12 hour mark will be considered a "Late Cancel"
- If you do not change/cancel your class and you do not attend, you will be considered a "No Show"
- Both a "Late Cancel" or "No Show" will result in loss of class if you purchased any class type

- If you are not present in the class 5 minutes before the start of class, you may be considered a "No Show" and your space may be given away.

Late Arrivals

In consideration of the Sade Jones Fit community, please plan to arrive with enough time to prepare for class, and stay through the duration of the class. Late clients will be allowed to join class if the class has not yet started. If you're running late, give us a call at (775) 720-3518 and we'll hold your spot for up to 5 minutes into class time. If you're not here at the start of class time and we don't know that you're on your way, your spot may be given away to a standby student and you will be considered a No Show.

Age Requirements

Our classes are open to students ages 16+. If you are under 18, a parent or legal guardian must be present with you to sign a waiver before your first class, no exceptions. Nannies or friend's parents are not permitted to sign the waiver for a minor unless they can show proof of power of attorney.

Video Release

You hereby grant permission to us to use your image (photographs and/or video) for use in publications including videos, email, newsletters, general publications, website or affiliates. You hereby waive any right to inspect or approve the finished videos, photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image.

You are either 20 years of age or older, or the parent or legal guardian of the minor, and you are competent to contract in your own name. You have read this release before signing below, and you fully understand the contents, meaning and impact of this release. You understand that you are free to address any specific questions regarding this release by submitting those questions in writing, and you agree that your failure to do so will be interpreted as a free and knowledgeable acceptance of the terms.

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- require that you avoid certain subjects;
- remove or block any UGC at any time without notice at our sole and absolute discretion;
- disclose any UGC and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Sade Jones or others, or to enforce these Terms of Use; and
- terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion. You agree that our exercise of such discretion shall not render us the owners of UGC you post, and that you will retain ownership thereof as described above.

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1. upload, post, transmit or otherwise make available any UGC that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;

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3. any UGC that is false, misleading, or fraudulent;
4. any UGC that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
5. any UGC that violates or infringes upon the rights of others, including UGC which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
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7. any request for or solicitation of any personal or private information from any individual;
8. any request for or solicitation of money, goods, or services for private gain; or
9. any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
10. any UGC that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
11. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
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4. your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; and
5. a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
7. Your statement must be addressed as follows: hello@spiral.fitness
8. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

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Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of

the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect.

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