#### Terms and Conditions of Use

#### Effective as of June 1, 2023

Metta Movement, LLC dba Chris Byrne Yoga (the "Company") maintains the Website located at <u>www.cbyogame.com</u> (the "Website"). By using the Website, you accept and agree to be bound by all of the following Terms and Conditions.

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Your placement of an order for any goods or services that we may offer on this Website does not necessarily mean that we will accept your order. We may require additional information regarding your order if you have not provided all of the information required by us to complete it. Once a properly completed order is received and authorization of your form of payment is received, we will promptly ship your product. While Company will use commercially reasonable efforts to process orders placed on the Website within the time specified when the order is placed, we do not guarantee that orders will be processed, or received, by a particular date.

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All products and services available on or through the Site, including, but not limited to, prices of such products and services, are subject to change at any time without notice. In addition, any product or service may be discontinued at any time in our sole discretion. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) with regard to the purchase or use of any service or product from this Web Site.

# Accuracy of Product Information.

From time to time there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Without limiting its rights provided elsewhere in these Terms and Conditions, the Company reserves the right to

correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

## Links

Some pages on the Website include links to other websites. The Company has not reviewed any of these websites and is not responsible for the content of these websites. The Company provides these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Company.

## **Termination of Access**

Company may terminate or suspend your access to all or part of the Website, without notice, in its sole discretion. Such termination or suspension may occur for any conduct that Company believes is a violation of these Terms and Conditions, is in violation of any applicable law, or is harmful to the interests of Company and its users.

## Indemnity

You agree to defend, indemnify and hold Company and its officers, employees, independent contractors and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Website, your placement or transmission of any content or other materials through the Website, or your breach or violation of the law or of these Terms and Conditions. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Company's defense of such claim.

# Changes to the Terms and Conditions

Company may at any time revise these Terms and Conditions by updating this posting and changing the effective date indicated above. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

## **Privacy Policy**

Information provided by users to the Company is governed by the Company's privacy policy. By using the Website, you signify your acceptance of this Privacy Policy. We encourage you to read the privacy policy at your convenience. Click here for the link to our privacy policy: https://www.cbyogame.com/privacy-policy

## Governing Law

Any legal action brought against the Company shall be governed by the laws of the State of Maine without regard to its conflicts-of-law rules. Any claim asserted against the Company shall be heard and determined in the federal or state courts located in York County or Cumberland County in the State of Maine. Users of the Website agree not to commence any litigation relating to the use of any of the Website, except in courts located in York County or Cumberland County in the State of Maine.

## **Contact Information**

To contact Company please email us at: hello@cbyogame.com.

By using the Website, you agree to receive electronic communications from the Company, whether addressed to the e-mail address associated with your account or posted on the Website.