

Make ‘Em Naked (M.E.N.) Yoga - Men At Home
Terms and Conditions
(Updated as of June 19, 2020)

M.E.N. Yoga classes, instruction and other activities are available to individuals in different forms, including at M.E.N. Yoga studios, through M.E.N. Yoga online programs and channels, and at in-person and virtual events and activities organized by M.E.N. Yoga. Not all participants in M.E.N. Yoga activities need to be members of M.E.N. Yoga; however, participants in specific M.E.N. Yoga programs and activities agree to the additional terms and conditions of those programs and activities, certain of which are set forth below in these Student Terms and Conditions, and others are described at the location of those specific programs and activities.

All participants in M.E.N. Yoga programs and activities agree to the Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement below.

Additionally, in connection with the reopening of M.E.N. Yoga studios and the ongoing COVID-19 situation, participants using M.E.N. Yoga studios agree to the COVID-19 Terms and Conditions described below.

In consideration of, and as an inducement and condition to, M.E.N. Yoga and its designees, including, without limitation, its franchisees and affiliates (collectively, “M.E.N.”), allowing you to participate in yoga classes, instruction, exercises, and other programs, events and activities conducted or organized by or through M.E.N., whether in-studio, in person, online, live, recorded or otherwise (collectively, with all related activities, the “Activities”), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to these Student Terms and Conditions (these “Student Terms”).

Your participation in any Activities or M.E.N. programs indicates your acceptance of and agreement to all of these Student Terms as in effect from time to time, including, without limitation the Arbitration Provision below, and any changes or updates to or replacements of these Student Terms.

We may change, update, terminate and replace these Student Terms, programs, benefits and Activities from time to time, in whole or in part, at any time, and without notice or compensation, even though such actions may affect the programs, benefits and Activities or your participation in such programs, benefits and Activities. We may provide information regarding such matters by electronic means, including posting these materials online at: <https://www.menyoga.club/member-privacy>

Consult the then-current Student Terms for terms and conditions of membership and participation. It is your responsibility to review the current Student Terms. See “Changes” below.

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I. Account; Rules and Directions

To participate in Activities, you must have the appropriate M.E.N. account. M.E.N. membership, including use of M.E.N. studios, requires a membership account; if you do not have a membership account, create an account at <https://www.menyoga.club/>. Certain other Activities (such as Men At Home) currently require creation and use of an additional account specific for the particular Activities; follow the instructions at the applicable website or app for creating an account when registering for those Activities.

By participating in M.E.N. Activities you agree to observe all rules and directions of M.E.N. and the locations (in-studio, in person, online or otherwise) at which Activities take place.

II. Class Reservations; Drop-Ins

Any use of a M.E.N. studio will require an advance reservation, which may be made at <https://www.menyoga.club/> or on the Wix app. To reserve a class, you'll need to sign into your account. If this is your first time signing in, create your Account using your email address.. Make sure you're opted in to receive email updates for your reservation.

At this time there is no drop-in use of the M.E.N. studios. As drop-in use become available, we will provide information regarding such use.

III. COVID-19 Terms and Conditions

In addition to and as a part of the Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement below:

I understand that M.E.N. Yoga studios have recently re-opened following an extended period of closure ordered by government authorities in response to the ongoing COVID-19 (novel coronavirus) pandemic.

I understand that COVID-19 (including variations and mutations) is a highly communicable virus that can cause, among other conditions, severe respiratory illness, sometimes leading to death, in individuals who contract it.

I will not attend in-studio or any other in-person Activities conducted or organized by or through M.E.N. Yoga if I am exhibiting symptoms of COVID-19 (which can include fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell), or if I have been exposed to a third party who has exhibited COVID-19 symptoms in the 14 days preceding my participation in the Activities.

I understand and expressly agree that my use of a M.E.N. Yoga studio or participation in any other in-person Activities conducted or organized by or through M.E.N. involves the risk that I could contract COVID-19 notwithstanding the mitigation measures in place by M.E.N. I understand that these risks are inherent to my use of the facilities or participation in such Activities and can range from mild symptoms to major illness, including death. I further understand and voluntarily accept full responsibility on my behalf for the risk of contracting COVID-19.

IV. Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I fully understand that participation in the Activities includes, without limitation, strenuous physical and mental activities and exercises, participating in the Activities with other participants, contact with unidentified and unfamiliar persons, participating in the Activities in new and unfamiliar places and manners, exposure to risks in the areas in which the Activities are conducted, and exposure to communicable diseases (including COVID-19 risks, as further detailed above in COVID-19 Terms and Conditions). I fully understand that the Activities can be HAZARDOUS, and involve known risks and unanticipated risks which could result in BODILY OR MENTAL INJURY, ILLNESS, DEATH, DAMAGE OR LOSS to myself, my property, and to other third parties and their property, which may be caused by my own actions or inactions, those of others participating in the Activities, the locations, places and/or buildings at, on or in which the Activities take place, the conditions at, on and in which the Activities take place (including equipment, ventilation and surfacing for the Activities), or the negligence or misconduct of any of the "Releasees" named below; and I fully accept and ASSUME ALL SUCH RISKS and all responsibility for losses, costs, and damages I or any third parties incur as a result of my participation in the Activities, including property theft. I represent that I understand the nature of the Activities. I further represent that I am participating in the Activities voluntarily, and that I am in good health, physically and mentally fit and otherwise prepared and able to participate in the Activities. I will discontinue my participation in the Activities if I believe at any time my participation

poses a threat to myself or any third party. If I have any injury or condition that potentially affects my participation in the Activities, I will consult with my physician or other applicable provider regarding my participation, and follow all applicable provider instructions, which is my sole responsibility.

I, on behalf of myself and anyone who obtains any rights from or through me, hereby forever and irrevocably release and discharge M.E.N. Yoga; the owners, lessors, lessees and any other individual or entity with any interest in the locations, places and/or buildings at, on or in which the Activities take place; any individuals or entities involved in any capacity with the Activities (including, without limitation, any technology applications and platforms facilitating the Activities in any manner); any sponsors, advertisers or promoters of any of the foregoing; any of the respective parents, subsidiaries, affiliates, partners, members, owners, agents, contractors, subcontractors, administrators, licensees, designees, insurers, personal and legal representatives, successors and assigns of each of the foregoing; other participants in the Activities; and any director, officer, member, manager, partner, volunteer, employee, representative or agent of any of the foregoing (each a "Releasee" herein) from any and all liabilities, claims, demands, losses, damages, costs or expenses (including, without limitation, attorneys' fees and costs) (collectively, "Losses") arising out of or in any way related to my participation in or attendance at the Activities; my attendance at the locations, places and/or buildings at, on or in which the Activities take place; or any first aid, treatment or any like service rendered in connection with the Activities, including, but not limited to, Losses (including, without limitation, Losses from BODILY OR MENTAL INJURY, ILLNESS OR DEATH) caused or alleged to be CAUSED IN WHOLE OR IN PART BY (i) THE NEGLIGENCE OR MISCONDUCT of any Releasee or otherwise, including negligent rescue operations; (ii) any claim, action, suit or demand brought by any third party against any Releasee by reason of or in connection with my participation in or attendance at the Activities, or my attendance at the locations, places and/or buildings at, on or in which the Activities take place; (iii) the voluntary disclosure of my medical information; (iii) invasion of privacy, right of publicity, defamation, libel, slander, copyright infringement, trademark infringement, or any other claims or causes of action arising out of the use of my name, image, likeness, voice and/or other personal attribute(s) or other personal information (collectively, my "Personal Attributes"). I further covenant and agree not to sue any Releasee or cause any Releasee to be sued regarding any matter released above, and to indemnify and hold harmless each Releasee from and against any Loss regarding any matter within the scope of this Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

FOR CALIFORNIA RESIDENTS: This Agreement has been executed by me with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, and any other federal, state or local laws of similar effect. I intend to relinquish all claims against the Releasees, whether or not known or suspected and expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (or any federal, state or local laws of similar effect), which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

I agree that as further consideration for being permitted to participate in any of the Activities, I hereby grant M.E.N. Yoga and its designees, and their respective affiliates, licensees, permittees, successors and assigns, and each of them, an unrestricted, absolute, universal, perpetual, irrevocable, non-royalty bearing, and transferable right and license (but not any obligation) to use, copy, transmit, distribute, display, modify, perform, present, transform, create works and derivative works, and otherwise promote or utilize my Personal Attributes filmed, captured, photographed or otherwise recorded or memorialized in any manner in connection with any of the Activities, in any medium or format whether now or hereafter existing (including, without limitation, print, direct mail, online, mobile or wireless communications, radio or television broadcast, telecast or photograph), for any purpose whatsoever (including, without limitation, in connection with the creation, advertising, sale and/or promotion of any products and/or services), and without any payment, consideration or notice to or consent by me or any third party. I hereby forever and irrevocably waive any rights I may have in or to any of the foregoing, and I understand and agree that M.E.N. Yoga and its designees are the exclusive owners (to the extent the materials are created by or at the direction of each such party) of any and all right, title and interest, including copyright, in and to any materials of any kind or nature containing or developed from use of my Personal Attributes.

Activities Organized Through Your Account

You are responsible for your M.E.N. Yoga account(s) and any Activities conducted under your name or associated with your account.

V. CLASS PACKAGE TERMS AND CONDITIONS

M.E.N. class packages may be redeemed and used only at M.E.N. participating studios for eligible M.E.N. Yoga classes. Class packages become active upon the first visit date to a participating studio after purchase. Class packages are personal to the purchaser, and are not assignable or transferrable. Class packages are subject to restrictions, which may vary from time to time, including, without limitation, restrictions on use based on the location/studio at which a class package is purchased and/or redeemed. Class packages do not expire, nor does M.E.N. charge fees associated with class packages.

VI. MEN AT HOME TERMS AND CONDITIONS

Men At Home is a program of M.E.N. Men At Home offers M.E.N. members and nonmembers the opportunity to purchase and/or participate in live online M.E.N. yoga

classes. The terms and conditions of the Men At Home program (the “Men At Home Terms”) are as follows:

Create a M.E.N. Account

To register for Men At Home Live, and register for and purchase Men At Home classes, go to <https://www.menyoga.club/> (the “M.E.N. Website”) to create a M.E.N. account. To create a M.E.N. Live account, provide all required information and consents, including a valid email address, and complete a participant liability release and any other forms required by M.E.N. You must be at least 18 years old to create a M.E.N. account and participate in Men At Home.

Class Purchases and Registration

Purchases may be of a single scheduled Men At Home class (a “drop in” class purchase) or a 5-class package (which is a discounted purchase of five Men At Home classes). To register and pay for Men At Home classes and packages, follow the links and instructions at the M.E.N. Website. Required payments must be made at the M.E.N. Website using a M.E.N. account at the time of purchase with a valid debit or credit card. Purchases are subject to applicable taxes and assessments. All purchases are nonrefundable unless otherwise required by applicable law. Men At Home class credits are not transferrable, have no cash value, and do not expire. Men At Home classes are separate from any other programs, classes, memberships and other offerings of M.E.N. Follow the instructions at the M.E.N. Website FAQ to register for free Men At Home classes if you qualify.

Class Access

Approximately 20 minutes prior to the scheduled start of a Men At Home live class for which a valid registration has been made, a participant will receive an email with a class access code and password. All Men At Home classes must be purchased and registered in advance, and are subject to class size availability. All registrations are with respect to specific scheduled Men At Home classes. Class registration, and class access codes and passwords, are nontransferable. Internet compatible media player with available Men At Home applications as specified by M.E.N. are required. Subject to normal Internet and application access and usage charges imposed by third parties.

Class Changes

A Men At Home class for which a valid registration has been made may be changed by a participant only if a participant cancels the class registration on the M.E.N. Website using the participant’s M.E.N. account prior to M.E.N. emailing the class access code and password to participant. If a purchased class is timely cancelled by a participant, the participant will receive a Men At Home class credit in the participant’s M.E.N. account (a drop in credit or a return of a credit to a five class package, as applicable)

which may be used to register for another available Men At Home class. If notice of class cancellation is not timely sent, no Men At Home class credit will be given. Men At Home class credits have no cash value. Men At Home credits are not awarded to M.E.N. members with free access.

Classes are live and not recorded, and M.E.N. reserves the right to cancel and reschedule classes for personnel, technical or other issues.

Termination

Upon termination of Men At Home by M.E.N., if a participant has an unexpired Men At Home class credit in the participant's M.E.N. account as of the effective date of termination of the program, M.E.N. reserves the right (but does not have the obligation) to convert any or all such credits to M.E.N. in-studio yoga drop in class credits and/or class package class credits, at its discretion. Any such credits will not be transferrable and have no cash value.

FAQs

See M.E.N. Live FAQs at <https://www.menyoga.club/zoom-class-faq>.

Third Party Providers

Men At Home classes are currently delivered by Zoom Video Communications, Inc. ("Zoom"), which is a third party provider of the Zoom application. M.E.N. is not responsible or liable for any aspect of the Zoom application, or the operation or use thereof. See www.zoom.us for information regarding Zoom and the Zoom application. M.E.N. is not a party to any user agreement or terms and conditions between a participant and Zoom, including, without limitation, any privacy policy or terms of use. Zoom is solely responsible for all matters regarding the Zoom application, including, without limitation, application functionality, terms of service, and any claims that you may have related to the Zoom application or the operation or use thereof. M.E.N. reserves the right to change technology platforms from time to time without notice, and the foregoing shall apply to such substitute technology provider and platform substituting such provider's name.

Notices

Use of the M.E.N. Website is subject to M.E.N.'s privacy policy and terms of use located at <https://www.menyoga.club/>.

M.E.N. does not warrant uninterrupted or error-free operation of the Men At Home Website or Men At Home classes or any related service. M.E.N. is not responsible for technical failures of any kind, including but not limited to, the malfunctioning of any

computer online systems or applications, media or computer equipment, website, server provider, network, hardware or software; or the unavailability or inaccessibility of any website, application or service. M.E.N. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF ARISING FROM COURSE OF PERFORMANCE OR DEALING, USAGE OR TRADE.

Each Men At Home class and other information is owned by M.E.N. and subject to all copyright, trademark and other intellectual property laws, rules and regulations. Any reproduction, distribution, or public performance of all or part of any class or other information is expressly prohibited unless M.E.N. has explicitly granted its prior written consent. All rights to the Men At Home classes and other information are reserved by M.E.N.

VII. Governing Law

These Student Terms and any disputes arising under or related to them will be governed by United States federal law and the laws of the State of California, without reference to a state's conflict of law principles.

VIII. Arbitration.

Please review this Arbitration provision carefully. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.

By accepting these Terms, unless you opt out by following the instructions below, you agree that either you or M.E.N., at M.E.N.'s sole discretion, can choose to have any dispute arising out of or relating to these Student Terms, including, without limitation, M.E.N. programs, benefits, Activities, these Student Terms, transactions, your M.E.N. account(s) or your relationship with M.E.N., resolved by confidential, binding arbitration. If arbitration is chosen by any party, neither you nor M.E.N. will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have in court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Arbitration provision.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract,

regulatory, tort or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to M.E.N. programs, benefits, Activities, these Student Terms, transactions, your M.E.N. account(s) or your relationship with M.E.N.; the actions of yourself, M.E.N., or third parties; or the validity of these Student Terms or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third-party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation. Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT. In this Arbitration provision, the words “we,” “us,” and “our” shall include M.E.N. and any assignees of any of M.E.N.'s rights, as well as M.E.N.'s and its assignees' respective affiliates, parents, subsidiaries, franchisees, vendors, suppliers, and further assigns.

Any arbitration under this Arbitration provision shall be administered by the American Arbitration Association (“AAA”) under the rules applicable to the resolution of consumer disputes in effect when the dispute is filed. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor M.E.N. may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration. You may obtain rules and forms by calling the AAA at 1-800-778-7879 or visiting www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. M.E.N. will not elect arbitration of any dispute that is filed as an individual matter by you in a small claims or similar court, so long as the dispute is pending on an individual basis in that court.

A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years' experience, selected in accordance with the AAA's rules. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act (“FAA”) and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the AAA's initial filing fee, although you can ask the AAA to waive the filing fee and we will consider your request that we pay the filing fee on your behalf. All other fees will be allocated as provided by the AAA's rules and applicable law. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys' fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so within thirty (30) days of acceptance of these Student Terms. In order to opt out, you must write us at M.E.N. Yoga/Arbitration, makeitnakedyoga@gmail.com. You must inform us of your decision to opt out, and sign the notice. This Arbitration provision shall survive termination of your participation in the Activities. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of these Student Terms.

IX. Limitation of Liability

M.E.N. shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with the M.E.N. programs, benefits, Activities, these Student Terms, transactions, your M.E.N. account(s) or your relationship with M.E.N., whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if M.E.N. or its authorized representatives have been advised of the possibility of such damages. In no event shall M.E.N. have any liability for unauthorized access to, or alteration, theft or destruction of any of a participant's M.E.N. account(s) through accident, misuse, or fraudulent means or devices by participant or any third party, or as a result of any delay or mistake resulting from any circumstances beyond M.E.N.'s reasonable control.

X. Force Majeure

M.E.N. is not responsible or liable to you, or any person claiming through you, for failure to supply or fulfill any M.E.N. programs, benefits or Activities, including, without limitation, any in-person or virtual Activities, in the event M.E.N., its vendors or their respective operations are affected by any acts of god, any action, regulation, order, or request by any governmental or quasi-governmental entity, equipment failure, actual threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labor dispute or strike, labor or material shortage, transportation, interruption of any kind, civil disturbance, insurrection, riot, epidemic, pandemic, public health or safety issues or matters, or any laws, rules, regulations or orders or other action adopted or taken by any national, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

XI. Precedence; Waiver; Interpretation

If and to the extent that there is any conflict among or between any website, apps, website or app materials, FAQs, or other M.E.N. marketing, promotion, communication or descriptive materials and these Student Terms, the language in these Student Terms will control. M.E.N.'s failure to or decision not to enforce any provision in these Student Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision. M.E.N. reserves the right to interpret and apply

these Student Terms, and all determinations by M.E.N. shall be final and conclusive in each case.

XII. Changes.

M.E.N. may change, update, terminate and replace these Student Terms; change, add, or terminate any programs, benefits and Activities, or participating locations or methods of participation; change, add or terminate any programs, benefits or Activities, or any feature of the programs, benefits and Activities; or change any requirements for initial or continuing eligibility; in whole or in part, at any time, and without notice or compensation, even though such actions may affect the programs, benefits and Activities or your participation in the programs, benefits or Activities.

You agree that M.E.N. may provide notices, disclosures, and changes or updates to or replacements of these Student Terms, and other information relating to the programs, benefits and Activities by electronic means, including posting these materials online at <https://www.menyoga.club/>. Consult the then-current Student Terms for terms and conditions of membership and participation. It is your responsibility to review the current Student Terms.

Your participation in any Activities or M.E.N. programs indicates your acceptance of and agreement to all of these Student Terms as in effect from time to time, and any changes or updates to or replacements of these Student Terms.

XIII. M.E.N. Remedies.

M.E.N. reserves the right to seek all remedies available at law and in equity for violations of any of these Student Terms, including suspending or blocking your access to your M.E.N. account(s), or terminating your participation in any or all programs, benefits and Activities.

XV. Questions; Contact Us.

If you have any questions regarding M.E.N. membership, Activities, programs, benefits, or these Student Terms, contact us at makeitnakedyoga.com or <https://www.menyoga.club/contact-us>.