



BE BUDDY™
DEVELOPING WELLNESS FROM THE INSIDE OUT

TERMS AND CONDITIONS

These Terms and Conditions and any documents referred to herein set out the terms and conditions on which you are permitted to use our website, www.balancingelephants.com (our website). By using our website, you agree to be bound by, and to comply with, these Terms and Conditions. These Terms and

Conditions are effective from 15th March 2019. **PLEASE READ THE PRIVACY POLICY AND ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS SITE. BY CONTINUING TO ACCESS OR USE THIS SITE OR ANY SERVICE ON THIS SITE, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

GENERAL: The following terms and conditions apply to all the users and customer (hereinafter referred to as “you”) with Balancing Elephants, Inc. hereinafter referred to as “www.balancingelephants.com,” us” or “we”, at the www.balancingelephants.com website or mobile website. This page sets out the terms and conditions on which www.balancingelephants.com services on its website for purchase online. Please read these terms and conditions carefully before making a purchase using the website. The services on at a particular time do not warrant that these services will be available at any time. We reserve the right to discontinue any service at any time.

OUR DETAILS: Balancing Elephants, Inc. (we, our and us) operates the website. Balancing Elephants, Inc. based in MN, United States, our registered address is 9305 Albano Trail, Inver Grove Heights, MN 55077 USA Dakota County. Our email address is stephanie@balancingelephants.com.

PRICES: The prices along with the services are available on our website. We reserve the right to change the prices of the services at any time without prior notice. Pricing can change based on our discretion at any time we deem necessary.

SERVICES: Your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis. You understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to any loss of profit, loss of goodwill, cost of procurement of substitute goods or services, or other intangible loss, resulting from: (i) the services (ii) the results of the services (iii) the use or the inability to use the services; (iv) any changes which we

may make to the services, or any permanent or temporary termination of the services; (v) or any other matter relating to the services.

REFUND, RETURN AND EXCHANGE POLICY

CLASSES | SERVICES REFUND POLICY: Upon registering for a class payment is due within 48 hours to secure your place. Once payment has been made cancellation with refund or exchange may occur up until 48 hours prior to the class, with a 20 percent fee deducted. We will not refund or give credit for any missed classes. We are not responsible for any missed classes. They will not be refunded or exchanged for other classes. Please contact stephanie@balancingelephants.com to see if there is a way to remedy any problems you may have with a course.

PRODUCT RETURNS: Please note that we accept requests for return, repair, exchange, and refund in certain situations so long as they comply with this policy and our terms and conditions.

If the product supplied by us is defective or different from the one described at the time of purchase, you always have the right to return the product to us within 30 days of delivery and request for refund, repair or exchange.

Products must be returned in the original condition, unused and with its original tags and labels if any. We will not accept returned products or request for refund for a defective product where: (i) the defect was caused by the customer mishandling the product, (ii) the product has been used or worn out and, (iii) the product is returned beyond the said 30-day period.

HOW DO I RETURN?

You certainly have the right to return back the product to us within 30 days from the date of delivery. Contact as soon as you discover the defect explaining the nature of the defect so that we can find the best way to help you and resolve the matter. If you have purchased our products online, our contact information is always contained in the order confirmation email or invoice. Pack the product in its original packaging if it came with it (and if the packaging is not damaged) or pack it properly in any packaging whatsoever and return it to the address indicated in your order details or invoice. If you send your product via post, please don't forget to obtain and keep your receipt.

When we receive your return, we will send you to return confirmation via your email address.

EXCHANGE OR REPAIR:

You also have the right to exchange a defective or wrongly described product with an identical product or you can request us to repair the defect. We will only exchange products of similar or lesser value including if necessary similar design, color, or pattern.

REFUND

If the product contains a manufacturing defect or if we delivered the wrong product, you have the right to obtain a full refund of the order amount. Please contact us as soon as you discover the defect so that we can find a way to help you. If your claim for a refund is eligible, we will refund you using the same payment method used when purchasing the product. Depending on the payment used to purchase the product, it may take some time for the refund money to show up in your account statement.

SHIPPING/RETURN COSTS

Please note that we do not refund shipping costs except if the fault was caused by us. In addition, please note that all claims for refund are subject to you providing sufficient information about the nature of the defect and our own assessment of the defect.

OUR DETAILS:

Balancing Elephants, Inc. (we, our and us) operates the website.

Balancing Elephants, Inc. is based in MN, United States, our registered address is:

9305 Albano Trail, Inver Grove Heights, MN 55077 USA Dakota County.

Our email address is stephanie@balancingelephants.com.

OTHER DOCUMENTS GOVERNING YOUR USE OF OUR WEBSITE: In addition to these Terms and Conditions, your use of our website is also governed by the following document: Our privacy policy is available at stephanie@balancingelephants.com. Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances

and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

AVAILABILITY OF OUR WEBSITE: We make no representations and provide no warranties that: The website will be made available at any specific time or from any specific geographical location; your access to the website will be continuous or uninterrupted; or The website will be accessible or optimized on all browsers, computers, tablets, phones, or viewing platforms. We reserve the right to suspend access to all or part of the website for any reason, including for business or operational reasons, such as improving the appearance or functionality of the website, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the website for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.

CHANGES WE MAY MAKE TO THESE TERMS AND CONDITIONS AND OTHER DOCUMENTATION: We reserve the right to update these Terms and Conditions and our privacy policy and any other documentation referred to in any of these documents from time to time. We may change our Terms and Conditions and other documentation for any reason, including:

- To reflect any changes in the way we carry out our business;
- To account for any changes we make to our website, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the website;
- To accurately describe our current data-processing activities so that you are kept up to date with our latest practices;
- To ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance. If required by law, we will provide you with notice of any changes in these Terms and Conditions or the other documentation referred to in them by posting a notice on the website and/or by posting an updated version of these Terms and Conditions or other such documentation on our website with a new effective date stated at the beginning of them.

YOUR ACCOUNT DETAILS: If we provide you with account information such as a user name, identification number, account code, and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any consequences of unauthorized access to your

account due to any disclosure of your account information to any third party. We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms and Conditions or any other document referred to in them, including, without limitation, where we suspect that there has been unauthorized access to your account or any unauthorized disclosure of your login information. If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password. If you are unable to change your password, you must immediately notify us by email, at stephanie@balancingelephants.com.

OWNERSHIP OF MATERIAL ON OUR WEBSITE: All trademarks, service marks, trade names, logos, copyright, and other intellectual property rights in our website and its content are either owned by us or licensed to us. All such rights are protected by intellectual property laws around the world, and all rights are reserved. Any use of the website and its contents, other than as specifically authorized herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us. The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our website (collectively, "Third Party Mark(s)") may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us.

INFORMATION AND CONTENT ON OUR WEBSITE PROVIDED ON NON-RELIANCE BASIS: Our website is made available to you in order to provide you with general information about us, our business, and any services that we offer from time to time. We do not make our website available for any other purposes, except as expressly provided in these Terms and Conditions. We make no representations and provide no warranties whatsoever, whether express or implied, that any of the content or materials available on our website from time to time are accurate, up to date or complete.

PERMITTED USE OF MATERIALS ON OUR WEBSITE: The content on our website is provided for your personal, private, and non-commercial use only. You may print or share the content from our website for lawful personal, private, and non-commercial purposes, and you may also make others within your organization aware of the content on our website. You may not otherwise extract, reproduce or distribute the content of our website without our prior written consent. Whenever you pass on any content or materials from our website to anyone, you must acknowledge us as the authors of such content or materials (or any other authors wherever credited by us) at the time when you pass on such content or materials.

PROHIBITED USES OF OUR WEBSITE: You must not reproduce duplicate, copy or resell any part of our website or any content from our website, save and except to the extent expressly permitted in these Terms and Conditions. You must not, without our prior

written consent, access, interfere with, damage or disrupt in any way our website or any part of it, our systems, any of our hardware or equipment or any networks on which our website is hosted, any software that we use to create or modify the website or to make the website available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party. You must use our website for lawful purposes only and in accordance with these Terms and Conditions. You must not use our website: For any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international; For any fraudulent purposes whatsoever; To conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorized by us; To upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the website, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content; You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability. To communicate with, harm or attempt to harm in any way; or Any type of recording is strictly forbidden. Any type of private questions are not allowed. In any way or for any purpose that breaches these Terms and Conditions or the terms of any of the documents these Terms and Conditions refer to. You must not submit any information about you to us if you are under the age of 16, or about any other person who is either:

- Under the age of 16;

or

- If they are aged 16 or above, where you have not received their prior written consent to submit information about them to us. You must not submit to us any information which is considered 'sensitive personal information'. 'Sensitive personal information' is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.

VIRUSES AND OTHER HARMFUL CONTENT: We do not guarantee that our website does not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to our website. We shall not be responsible for any bugs or viruses on our website, or any software that might be transferred to your computer from our website, or any consequences which the presence or operation of such programs may have.

LINKS TO OTHER WEBSITES: Links to third party content or websites may appear on our website from time to time. We are not responsible for the content of any websites accessible via any link(s) on our website. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

EXCLUSIONS AND LIMITATIONS OF LIABILITY: We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law. OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND SERVICES AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, FOR SERVICES PURCHASED VIA THE WEBSITE. WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM

a) YOUR USE OF OUR WEBSITE; b) ANY CORRUPTION OR LOSS OF DATA; c) ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER); d) ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY

RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL; e) ANY LOSS OF SAVINGS; f) ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING. WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US. YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.

To the extent that any of the provisions of this clause are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

INDEMNIFICATION: You and also any third party for or on behalf of whom you operate an account or activity on the website, agree to defend, indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following:

- Your uploads, access to or use of the website;
- Your breach or alleged breach of these Terms and Conditions;
- Your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right;
- Your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- Any misrepresentation made by you. You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

DISCLAIMERS: THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

- THE SERVICE;
- THE WEBSITE CONTENT;
- USER CONTENT; OR
- SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE. IN ADDITION, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT MAKE ANY

REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICE IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS AND CONDITIONS. BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE. WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

AGE RESTRICTIONS ON USE OF OUR WEBSITE: Our website and any services available on or via the website are not intended for use by individuals under the age of 16. IF YOU ARE UNDER THE AGE OF 16, YOU MUST NOT USE OUR WEBSITE, PURCHASE, OR ATTEMPT TO PURCHASE ANY OF OUR SERVICES OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US. We do not knowingly or intentionally process information about any individual under the age of 18.

GOVERNING LAW AND JURISDICTION: These Terms and Conditions, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of the state of Minnesota and United States. The courts of the state of Minnesota and United States shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms and Conditions and any documents they refer to.

COPYRIGHT: The copyright in these Terms and Conditions is either owned by or licensed to, us and is protected by copyright laws around the world and copyright protection software. Unless expressly indicated otherwise, all intellectual property rights in this document and elsewhere on our website, including any content on our website, are reserved.

CONTACT INFORMATION: If you have any questions regarding these terms and conditions of this website, please contact us by any of the following means; **Web:** www.balancingelephants.com **Email:** stephanie@balancingelephants.com **Address:** 9305 Albano Trail, Inver Grove Heights, MN 55077 USA Dakota County **Contact:** 6512497004 © **All rights reserved. June, 2020.** www.balancingelephants.com