



## Terms & Conditions

The [www.imaginemindfulness.com](http://www.imaginemindfulness.com) Website is owned and operated by Wix and consists of several web pages designed and maintained by Imagine Online LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information about Mindfulness Based Stress Reduction as it is taught by Imagine Online LLC. Use of the Website is conditioned on your acceptance of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Website constitutes your Agreement to all such Terms.

**Communications Electronic and Other:** Electronic Communications means visiting the Website or sending emails to Imagine Online LLC. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the website, satisfy any legal requirement that such communications be in writing. While attending our programs and while in the process of signing up for our programs, we will also communicate with you via phone with the phone number you have provided us with. Additionally, you agree to receive from time to time a newsletter or other alumni communications from us, which will come via Wix, our Website host. If you don't want to receive these kinds of communication, please notify us at any time.

**Third Party Links/Websites:** the Website contains links to other Websites ("Linked Websites"). The Linked Websites are not under the control of Imagine Online LLC and as such Imagine Online LLC is not responsible for the contents of any of these Linked Websites. Any terms, conditions, warranties or representations included in the Linked Websites are solely between you and the providers of the Linked Websites. You cannot rely on our Terms and/or our Privacy Policy to govern your use of another Website.

**Intellectual Property:** The Website and its content, features and functionality, including, without limitation, information, software, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof, are the exclusive property of Imagine Online LLC, our licensors or other content suppliers, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent. You agree not to modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. No right, title or interest in or to the Website or any Content is transferred to you and all rights not expressly granted are reserved. Any use of the Website that is not expressly permitted by these Terms may be a breach of these Terms and may violate copyright, trademark and other laws. You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these terms.

There is one major exception to the above: Imagine Online LLC gives users of the website the explicit right to download meditations and Imagine-created videos on our [Meditations Webpage](#) for their personal use.

**Retention of Right to Change Offering:** We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

**DMCA Takedown Request:** If you believe that any content appearing on the Website, including content created and/or displayed by Imagine Online LLC or other material provided through a link, infringes your intellectual property, please notify us at: [info@imaginemindfulness.com](mailto:info@imaginemindfulness.com)

**Indemnification:** You agree to indemnify, defend and hold harmless Imagine Online LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Imagine Online LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Imagine Online LLC in asserting any available defenses. California Residents: you expressly waive CA Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**Warranty and Liability Disclaimer:** The information, software, products and services included in or available through the Website are continually updated. Imagine Online LLC does not warrant or represent that such information, products and/or services are reliable, accurate, complete, uninterrupted, error free, secure or free of defects, viruses or bugs. The Website is provided "as is" and "as available" with no representation or warranty or condition of any kind and your use of the Website is entirely at your own risk. Imagine Online LLC and/or its suppliers expressly disclaim any warranty or condition, express or implied, regarding the Website, information, software, products services or related graphics, including but not limited to, any implied warranties or conditions of merchantability, satisfactory purpose, fitness for a particular purpose, non-infringement, title, compatibility, security and accuracy, and all warranties that may arise from a course of dealing, course of performance or usage of trade. In states and jurisdictions in which the exclusion of warranty is prohibited, such exclusions shall only apply to the extent permitted. Imagine Online LLC does not warrant, endorse, guarantee or assume responsibility for any information, product or service provided, advertised or offered by a third party through the Website or any linked Website. Imagine Online LLC expressly disclaims all liability for personally identifiable information that may be provided by any social media services in violation of the privacy settings that you have set in such social media accounts. You acknowledge and agree that any reliance on the information and other materials included on the Website shall be at your sole risk and responsibility.

**Arbitration:** In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

**Class Action Waiver:** Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each individual's capacity, and not as a plaintiff or class member in any putative class, collective and/ or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and Imagine Online LLC agree otherwise, the arbitrator may not consolidate

more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Severability:** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

**Entire Agreement:** Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the user and Imagine Online LLC with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Imagine Online LLC with respect to the Website.