

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Elevated Lifestyles Inc. (“**Company**”, “**we**”, or “**us**”). The following terms and conditions (these “**Terms of Use**”), govern your access to and use of elevatedliving.com (the “**Website**”) and the Company’s mobile applications, including any content, functionality, and services offered on or through the website or mobile application (collectively the “**Services**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Services. **By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at elevatedliving.com, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING THE SERVICES YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT USE THE SERVICES OR ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THESE SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) LEGAL AGE TO FORM A BINDING CONTRACT WITH US, (C) DO NOT RESIDE IN THE UNITED STATES OR ANY OF ITS TERRITORIES OR POSSESSIONS, OR (D) ARE PROHIBITED FROM ACCESSING OR USING THE SERVICES OR ANY OF THE SERVICES’ CONTENTS, PRODUCTS, OR SERVICES BY APPLICABLE LAW.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this each time you access the Services so you are aware of any changes, as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide on the Website or on our mobile applications, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to all or parts of the Services, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.

- Ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with us or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy available at elevatedliving.com, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of them using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Order Acceptance and Cancellation of Purchases and Reservations

All orders and reservations must be accepted by us or we will not be obligated to provide those services to you. We may choose not to accept orders or reservations at our sole discretion, even after we send you a confirmation email with your order number and details of the services you have ordered. All reservations and orders are subject to availability. If you are unable to make it to a class, please notify us within 24 hours. If you are not at the studio at least 5 minutes before the class starts, your spot may be forfeited.

Prices, Payments and Purchase Terms

- All prices, discounts, and promotions posted on the Services are subject to change without notice. The price charged for services and products will be the price in effect at the time the purchase is made and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include applicable taxes. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability.

We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

- Terms of payment and eligibility to place orders are within our sole discretion, and we reserve the right to restrict purchases or reservations at our sole discretion. We accept most major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay the total purchase price, including shipping and handling charges and all applicable taxes, if any, at the time your order is accepted. Purchases are for personal or gift use only and should not be re-sold, used for commercial purposes or any other commercial benefit.
- By making an offer to purchase services, you expressly authorized us to perform credit checks and, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties to authenticate your identity, to validate your credit/debit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions. **You also agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.** Please refer to our Privacy Policy for further information about how we use your data.

Refunds of Purchases Made on the Services

All prepaid purchases are non-refundable, unless we cancel your appointment or reservation. In the event that we cancel your appointment or reservation, we will issue you a refund. Refunds are processed within approximately two (2) weeks. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

Intellectual Property Rights

The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

You must not access or use for any commercial purposes any part of the Services or any services or materials available through the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms Elevated Lifestyles, Inc, Elevated Living, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee or affiliate, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.

- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

Changes to the Services

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on the services is subject to our Privacy Policy available at elevatedliving.com. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send emails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Services

If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICE OR ITEM OBTAINED THROUGH THE SERVICES OR TO YOUR

DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES, OR ON ANY WEBSITE LINKED TO THE SERVICES.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES OR MOBILE APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SERVICES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, any use of the Website or mobile application's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Use (including our Privacy Policy) and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). For any matters which are not subject to arbitration as set forth below and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms of Use, you hereby expressly consent to exclusive jurisdiction and venue in the federal and state courts located in Wilmington, Delaware.

Dispute Resolution and Binding Arbitration

- **YOU AND ELEVATED LIFESTYLES, INC. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**
- **ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. THE ARBITRATION WILL TAKE PLACE IN WILMINGTON, DELAWARE.**
- The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as

modified by this Section 12. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

- The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
- You agree to an arbitration on an individual basis. In any dispute, **YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER USERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Elevated Lifestyles, Inc. regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services. Notwithstanding the foregoing, if you are accessing the Services as a service provider who has entered into a separate contract with us, that contract shall govern your use of the Services to the extent it conflicts with these Terms of Use.