



cardioglow™ TERMS OF USE AND SALE

Last Revised June 1, 2016

Less Glow and More Legal Than We Prefer, But Here Are The Necessary Terms....

CardioGlow Online, LLC d/b/a cardioglow™ and its affiliates, CardioGlow IP, LLC and CardioGlow LLC (“Cardioglow”) is proud to provide you with access to www.cardioglow.com and online services provided through www.cardioglow.com (collectively, the “Website”). These Terms of Use and Sale govern your use of the Website. By loading or using the Website, you agree to be bound by these Terms of Use and Sale, and accept these Terms of Use as a binding and enforceable contract between you and Cardioglow (the "Agreement"). If you do not agree to these Terms of Use and Sale, you should discontinue any use or access to the Website.

1. General Purpose. The Website is designed to allow users of the Website to register and pay for classes, to purchase clothing and accessories and to communicate with Cardioglow. This Website is operated and controlled by CardioGlow Online, LLC, 18 Maple Avenue, #294, Barrington, Rhode Island 02806.
2. Grant of a Limited License to use the Website. Subject to your agreement to comply and your continuing compliance with this Agreement, you may use the Website by accessing the Website either directly at www.cardioglow.com or through an authorized interface, e.g., a social networking website authorized by Cardioglow. The license granted herein is limited, non-exclusive, revocable, non-transferable, confers no title or ownership in the Website, and should not be construed as a sale of any rights in or to the Website. All right, title and interest in and to the Website and any and all copies thereof (including without limitation any and all titles, computer code, inventions, technology, themes, artwork, or Cardioglow-generated content etc.) are owned by Cardioglow or its licensors.
3. Changes to Agreement and Website. Cardioglow may update or modify this Agreement at its sole discretion. You agree that you will periodically check the Website Terms of Use for updates to this Agreement, and that your continued access

to or use of the Website after we have posted a revised version of the Terms of Use or notified you of changes via email will constitute your acceptance of any changes. Cardioglow may change, modify, suspend, or discontinue any aspect of the Website at any time. Cardioglow may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability.

4. Proprietary Rights. The Website and the content therein are the sole and exclusive property of Cardioglow and/or its licensors. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Website other than as expressly authorized by Cardioglow in writing. You hereby acknowledge and agree that, as between Cardioglow and you, all right, title, and interest in and to the Website and all content displayed therein, including without limitation any patent rights, patents, business methods, copyrights, trademarks, trade secrets, inventions, know-how, and all other intellectual property rights pertaining thereto, shall be owned exclusively by Cardioglow. You agree to include, and not remove or alter, Cardioglow's trademark, copyright or other proprietary rights notices, on any Cardioglow material. You agree that any and all goodwill that arises in connection with any use of Cardioglow's trademarks inures exclusively to Cardioglow, and you agree not to challenge Cardioglow's ownership or control of any Cardioglow trademarks, nor use or adopt any trademarks that might be confusingly similar to such Cardioglow trademarks.
5. Ownership. You understand and agree that you have no interest, monetary or otherwise, in any feature or content contained in the Website, including without limitation the Cardioglow account registered to you (the "Account"). You may not purchase, sell or trade any Account or anything attached to the Account for anything of value without Cardioglow's express written permission, and any attempt to do so without Cardioglow's prior written consent shall be null and void. Cardioglow may suspend, terminate, reject, modify, or delete your Account or any other Account held by you or applied for by you at any time for violation of these Terms and Conditions or for any reason or no reason, with or without notice to you.
6. Copyrights and Trademarks. Cardioglow and the Cardioglow logos are trademarks of CardioGlow IP, LLC. You shall not upload, post or otherwise make available, on this Website or websites or social pages controlled by you, any material protected by copyright, trademark or other proprietary right owned by a third party without their express permission. It is not Cardioglow's responsibility to provide you with information concerning whether your postings are copyrighted or trademarked by others. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from anything you post on the Website.
7. Digital Millennium Copyright Act Notice. If it is believed that a copyrighted work has been copied and posted on the Website in a way that constitutes copyright infringement, you shall provide Cardioglow with a written Notice of Claim, by Mail, including all of the following information in accordance with Online Copyright

Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work;
- (b) identification and location on the Website of the copyrighted work that you claim infringes;
- (c) a written statement by you that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law;
- (d) your name, address and contact information, such as telephone number or e-mail address; and
- (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Cardioglow's Copyright Agent for notice of claims of alleged copyright or trademark infringement is as follows:

By Mail

Attn: DMCA/Copyright Agent
CardioGlow Online, LLC
18 Maple Avenue, #294
Barrington, Rhode Island 02806

Cardioglow reserves the right to reject and disregard notices which fail to provide the required information, without further notice. **Please also note that under Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing a copyright may be subject to liability.**

8. **PRIVACY**. By using the Website, you also agree and accept the terms the [Privacy Policy](#), the term of which are included and incorporated in this Agreement.
9. **Additional Rules**. Purchases made by you on the Website shall further be subject to the [Terms of Sale](#), [Return Policy](#), the [Privacy Policy](#) and the applicable terms and conditions of any payment providers used in connection with the purchases made by you on the Website, all of which are incorporated herein by this reference. You further agree that you will abide by all applicable laws in connection with your use of the Website.
10. **Financial Transactions**. You acknowledge and agree that Cardioglow is authorized, but not required, to act on payment instructions received from anyone using the Account. You authorize Cardioglow to (a) initiate debits or charges against your financial account or credit card periodically for the amount then due for purchases made; and (b) initiate any other debits or charges authorized by you or anyone using the Account. All payments must be made via payment methods made available by Cardioglow.

11. No Scraping. You agree that you will not use or enable any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather content or reproduce or circumvent the navigational structure or content of the Website.
12. Age: Persons of all ages are welcome to review and browse the publicly available pages and content of the Website. Persons creating Accounts must be at least 18 years of Age or the age of majority where they reside, if greater than 18, and by creating an Account on the Website, you represent that you are at least 18 years of age or at least the age of majority where you reside, and that the Account shall not be accessed by or created for any person under the age of 18 or the applicable age of majority. In addition to your name and contact information, you may be required to submit a valid credit card number, billing address, and related billing information in connection with your Account. When you register for an Account you must (i) provide accurate and truthful information, and (ii) update such information from time to time as necessary to keep your registration information current and accurate. By establishing an Account, you represent and warrant you have the right and are authorized to provide the information you provide when you register for the Account. You are responsible for maintaining the confidentiality of your Account information and password and for restricting access to such information and to your computer or mobile devices. All activities that occur under your Account or password shall be your responsibility.
13. Privacy Policy. You acknowledge that you have read and understand the Cardioglow [Privacy Policy](#). You understand that Cardioglow may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, payment information and other information about you and your activities in response to a request by law enforcement, a court order or other legal process, or if Cardioglow believes that doing so may protect your safety or the safety of others.
14. Third Party Links and Content. The Website may include links to various third party websites not under Cardioglow's control. When you leave the Website and use a link to a third party website or interactive database, you shall be solely responsible and Cardioglow shall have no responsibility or liability for your use or transactions conducted with such third parties. The appearance of a third party link on the Website does not imply Cardioglow's endorsement of the linked site, its sponsors or any products or services offered on the linked site. Use of any linked site is at your own risk.
15. Third-Party Services and Logins. You may enable or log in to the Website via various online third-party services, such as social media and social networking services like Facebook or Twitter ("Social Media Sites"). Logging in or directly integrating these Social Media Sites with the Website may make your online and mobile experiences richer and more personalized. To take advantage of these features and capabilities, Cardioglow may ask you to authenticate, register for, or log into the Social Media Sites on their websites. If you do so, the Social Media Sites will provide Cardioglow with access to certain information that you have provided to them, and Cardioglow

- will use, store, and disclose such information in accordance with our [Privacy Policy](#). Please remember that the way Social Media Sites use, store, and disclose your information is governed solely by the policies of those third parties that operate those Social Media Sites, and Cardioglow shall have no liability or responsibility for the privacy practices or other actions of any third-party website or service that may be enabled within the Website. In addition, Cardioglow shall not be responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Media Sites. As such, Cardioglow shall not be liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services.
16. Third-Party Applications. You may be able to access certain third-party links, applications or content (“Third-Party Applications”) via accounts related to the Website. If you choose to access these Third-Party Applications, you may be requested to log-in and sync your accounts with such applications. You are in no way obligated to use any Third-Party Applications, and your access and use of such applications is entirely at your own risk. If you opt to use Third-Party Applications via your account with us, they may gain access to certain information that you have provided to us, including Personal Data, and they will use, store, and disclose such information in accordance with their individual privacy policies and terms and conditions. We have no liability or responsibility for the privacy and information security practices or other actions of any Third-Party Applications that you choose to access through your Accounts with us. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third-Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third-Party Applications.
 17. Mobile Services. Cardioglow cannot guarantee that the Website or Third-Party Applications will be compatible with all mobile devices. If you use the Website or Third-Party Applications, standard data and messaging rates of your carrier will apply, and the rules of the App Store from which you download any Third-Party Application will also apply.
 18. Text and Mobile Messaging Express Consents. By using the Website, creating an Account, or using a Third-Party Application in connection with the Website or purchases from Cardioglow, you expressly agree that Cardioglow may communicate with you by phone, cellular phone, fax, text, SMS, MMS, private messaging or other electronic means directed to your mobile devices, regarding: 1) transactions you have initiated on the Website; 2) to respond to your communications to us; or 3) notification of sales or events for marketing and advertising purposes.
 19. Remedies. You acknowledge that Cardioglow may suffer irreparable damage if you breach any of the provisions governing ownership, the license granted or license limitations. You therefore agree that if you breach any of these provisions, in addition

to damages and reasonable attorneys' fees, Cardioglow shall be entitled to enjoin such breach and to obtain specific performance of such provisions in any court of competent jurisdiction.

20. **DISCLAIMER OF WARRANTIES.** THE WEBSITE IS MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" BASIS. CARDIOGLOW EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT, UNINTERRUPTED USE AND AVAILABILITY.

21. LIMITATION OF LIABILITY. IN NO EVENT SHALL CARDIOGLOW, ITS PARENT, SUBSIDIARIES, AGENTS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE WEBSITE OR ANY USE THEREOF, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA OR GOODWILL, DISRUPTION OF SERVICE OR CLAIMS OF THIRD PARTIES. IN NO EVENT SHALL CARDIOGLOW, ITS PARENT, SUBSIDIARIES, AGENTS, EMPLOYEES, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, LIQUIDATED, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR ANY CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE WEBSITE OR INABILITY TO USE THE WEBSITE. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CARDIOGLOW'S LIABILITY EXCEED THE AMOUNTS PAID BY YOU IN CONNECTION WITH YOUR USE OF THE WEBSITE.

22. INDEMNIFICATION. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CARDIOGLOW, ITS PARENT, SUBSIDIARIES, AGENTS, EMPLOYEES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF THE WEBSITE OR ANY BREACH BY YOU OF THIS AGREEMENT.

23. HEALTH AND FITNESS DISCLAIMER.

NEITHER CARDIOGLOW NOR THIS WEBSITE INTENDS TO PROVIDE ANY MEDICAL ADVICE. THE SITE IS FOR CONSUMER USE ONLY. NOTHING CONTAINED IN THE SITE IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE SITE, INCLUDING THE MATERIAL AND ANY RELATED SERVICES OR INFORMATION, DOES NOT CONSTITUTE THE

PRACTICE OF ANY MEDICAL, NURSING OR OTHER PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS OR TREATMENT. ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING PERSONAL HEALTH OR MEDICAL CONDITIONS. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE EMBARKING UPON ANY COURSE OF PHYSICAL OR FITNESS ACTIVITY. CARDIOGLOW DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE WEBSITE, INCLUDING IN ANY MATERIALS. RELIANCE UPON ANY INFORMATION PROVIDED BY THE WEBSITE, THE MATERIALS, OR ANY CARDIOGLOW EMPLOYEES OR INSTRUCTORS OR OTHERS APPEARING ON THE WEBSITE OR IN ANY MATERIALS IS SOLELY AT YOUR OWN RISK.

24. User Content. "User Content" means any communications, images, sounds, and all the material and information that you or anyone using the Account contributes through the Website, including "likes" or posts on your social media accounts relative to Cardioglow and the Website. You hereby grant Cardioglow a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice such User Content as well as all modified and derivative works thereof. Likes and other submissions directly on the Website or Cardioglow's social media pages shall become the property of Cardioglow. You hereby represent and warrant that you have, and have the documentation to establish, all necessary rights to grant the license referenced in the preceding sentence. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. You further represent and warrant that your submission to Cardioglow does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify Cardioglow, our vendors, and third parties such as Instagram, LLC, Twitter Inc., Facebook, Inc., Vine Labs, Inc., Pinterest, Inc. and Google Inc. and any of Cardioglow's or their respective parents, affiliates, licensees, licensors, and each of our or their respective officers, directors, employees, successors, agents and assigns, for all claims arising from or in connection with (a) the use of any content submitted by you, including, without limitation, all claims arising out of or based upon copyright or trademark infringement, misappropriation, invasion of privacy, defamation, right of publicity and/or any blurring, alteration, editing, morphing, distortion, illusionary effect, faulty reproduction, fictionalization or use in any

composite form of your or any other person's or entity's name, Instagram, Twitter, or Vine handle, Facebook ID, profile picture, image, likeness, comments, posts, statements or other information and/or the Submission; or (b) any breach or alleged breach by you of any of these Terms of Use and Sale or applicable laws.

25. Termination. This Agreement is effective until terminated. You may terminate this Agreement by terminating the Account. Cardioglow also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Website, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Informal Dispute Resolution Required. Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and Cardioglow agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Website, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it (a "Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute. You agree that offer and payment by Cardioglow to refund and reimburse all payments and shipping costs, if any, incurred by you in connection with the Dispute shall be deemed to moot and resolve the Dispute. The receiving party shall have 30 days in which to respond to or settle the Dispute. Notices and Responses shall be sent:

to Cardioglow at: Cardioglow, Attn: Dispute Counsel, 18 Maple Avenue, #294, Barrington, RI 02806

to You at: your last-used billing address or the billing and/or shipping address on your Account.

Both you and Cardioglow agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

You and Cardioglow agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity or infringement of intellectual property rights including copyright, trademark and patent; (2) any Dispute related to, or arising from, allegations of theft or unauthorized use; and (3) any claim for injunctive relief.

Arbitration Agreement. To the extent you or Cardioglow cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved solely through binding individual arbitration. **You agree to give up your right**

to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and Cardioglow expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You and Cardioglow agree that the arbitration shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. You and Cardioglow may begin an arbitration proceeding by sending a notice satisfying the requirements of the AAA Rules as follows:

to Cardioglow at: Cardioglow, Attn: Dispute Counsel, 18 Maple Avenue, #294, Barrington, RI 02806

to you at: your last-used billing address or the billing and/or shipping address on your Account.

In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA's applicable rules. Cardioglow will reimburse those fees if directed by the arbitrator. Cardioglow waives its right to seek attorneys' fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

In lieu of arbitration, either you or Cardioglow may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

WAIVER OF JURY TRIAL. BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU AND CARDIOGLOW ARE AGREEING TO WAIVE THE RIGHT TO A JURY TRIAL CONCERNING A DISPUTE.

Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations, or alternative small claims proceeding, shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and Cardioglow agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Cardioglow hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY**

DISPUTE. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Except as otherwise provided in this Agreement, you and Cardioglow may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Location. Arbitration shall be initiated and conducted in Providence, Rhode Island, subject to the allowance for remote participation as allowed by the Arbitrator and the AAA Rules.

Severability. You and Cardioglow agree that if any portion of this Section is found illegal or unenforceable, that portion shall be severed and the remainder of this Section shall be given full force and effect. If this Section is found to be illegal or unenforceable then neither you nor Cardioglow will elect to arbitrate any Dispute falling within that portion of this Section found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within Providence, Rhode Island, United States of America, and you and Cardioglow agree to submit to the personal jurisdiction and venue of that court.

26. **Governing Law.** Except as expressly provided otherwise, these Terms of Use and this Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of Rhode Island, without regard to conflicts of law or choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Those who choose to access an Account or the Website from locations outside of the United States do so on their own initiative and are responsible for their compliance with local laws if and to the extent local laws are applicable.
27. **Jurisdiction and Venue.** You and Cardioglow agree that the exclusive jurisdiction and venue for any proceeding to enforce, defend, and otherwise arising from or related to the Website or this Agreement shall be a state or federal court located in Providence, Rhode Island, including any Dispute not subject to arbitration, or where no election to arbitrate has been made. The parties expressly agree that they are subject to the personal jurisdiction of such court, and that venue of all types is appropriate in such courts, and waive the right, if applicable, to move to transfer or dismiss on the ground that venue in Providence, Rhode Island is inconvenient, improper or otherwise inappropriate.

28. Miscellaneous. The terms set forth in this Agreement, including the Disclaimer of Warranties, Limitation of Liability and Indemnification provisions are fundamental elements of the basis of the Agreement between Cardioglow and you. Cardioglow would not be able to provide the Website on an economic basis without such limitations. Such Disclaimer of Warranties, Limitation of Liability and Indemnification provisions inure to the benefit of Cardioglow's affiliates, licensors, successors and assigns. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of Cardioglow. You may not assign this Agreement, in whole or in part, without Cardioglow's prior written consent and any attempted assignment in violation of this provision shall be null and void. No waiver of any default, condition or breach of this Agreement shall constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise, and there shall be no waiver by Cardioglow except as stated expressly in writing. Any provision found unlawful by a court or regulator having jurisdiction shall be deemed to be severed from the Agreement, but such severance shall have no effect on the enforceability of the remaining provisions of the Agreement, and to the extent applicable at law, the parties authorize a court or arbitrator to revise the Agreement to give rise to an enforceable agreement.
29. Force Majeure. In no event shall Cardioglow be liable for any failure of performance or the Website of any kind resulting from causes beyond the reasonable control of Cardioglow, including without limitation: acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.
30. Entire Agreement. This Agreement, incorporating all the applicable documents referenced herein, represents the entire agreement between you and Cardioglow with respect to the Website and supersedes all prior agreements between you and Cardioglow pertaining to your use of the Website. This Agreement may be amended only by an original writing signed by both parties.

CARDIOGLOW TERMS OF SALE

31. Class Registration Recommended. Preregistration for classes is *highly* recommended. We cannot ensure your participation in a class on a walk-in basis.
32. Class purchases are nonrefundable, nontransferable. Registrants for classes will NOT be charged for that class regardless of appearance or cancellation by the registrant. Purchases of classes or passes for classes are also nonrefundable. Class registrations and class purchases in purchases of passes for classes are not transferable to another person.
33. Class Cancellation. In the event that Cardioglow must cancel a scheduled class, you will be notified by email provided you have registered for the class. If Cardioglow must cancel a class, you will not be charged.

34. Online Clothing Availability. The Website endeavors to display “real-time” inventory levels so that only in-stock items are available for purchase, however, we may experience shortages of stock and cannot guarantee that items which appear to be in stock are actually available. Cardioglow strives to have the latest and greatest styles, colors and sizes available for purchase. When shopping, if the size or color you want is not listed, it is not available. If the item you would like to purchase is currently out of stock, and you would like help, please [contact us!](#) We love to help customers find something great to glow in!
35. Ordering and Changes to Orders. When you place an order and payment is accepted, we will send a confirmation email to the address you have provided. Please note that this email is not an order confirmation or order acceptance from Cardioglow. Acceptance of your order and the completion of the contract between us will occur upon our dispatch to you of the products ordered, unless we have first notified you that we do not accept your order or you have cancelled it. Due to the close time frame between order and shipment, it is difficult to make changes once your order has been placed. However, if contact us quickly, we will attempt to facilitate a change.
36. Tax. You will be responsible to pay, if applicable, any applicable Sales Tax and similar taxes, including value added tax (“VAT”) for international customers. If applicable, taxes will be calculated by Cardioglow using local and national rates depending on where you are located. Where VAT is applicable, you will be charged at the local rate and it will be included in the product price.
37. Payment. Cardioglow reserves the right to change and supplemental acceptable forms of payment for the Website. Cardioglow may utilize third party payment providers, whose own terms of use may apply. You must ensure that the billing address on file with the credit or debit card-issuing bank is the same billing address you enter when ordering. Cardioglow does not accept personal checks, money orders or cash payments online. If you are experiencing problems with payment, please [contact us](#), we will be happy to assist you.
38. Delivery and Shipping. There are some locations that we cannot ship to, and we do not ship to post office boxes. We reserve the right to refuse or cancel orders to addresses other than those affiliated with you Account or credit/debit card, or if we are alerted of or suspect any type of fraud or irregularity. Please confirm that we can deliver to you before placing your order, which may be cancelled if the address is not deliverable. Estimated delivery time and shipping costs for each order may be presented at checkout. We will make every effort to deliver goods within the estimated timelines, but delays may occur. Cardioglow shall not be liable for any delay or failure to deliver goods within estimated timelines. Cardioglow reserves the right to require goods to be signed for by an adult aged 18 years or over upon delivery. From time to time, Cardioglow may offer free or discounted shipping or free return shipping based upon the size of your Order. Unless your order qualifies, please expect to pay all shipping and return shipping charges.

39. Return Policy - Store Credit. Merchandise which is *unworn and unused* in original packaging may be returned to Cardioglow if we are notified within 15 days of your receipt of the item(s) you wish to return and the item(s) are returned to us postmarked within 30 days of your receipt of the item(s), and shall result in a credit to the original method of payment less any shipping costs for online purchases on the Website *only*. Instructions regarding the Return/Exchange Procedure will be sent with your package.

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