

Last modified: March 12, 2021

TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

Welcome!

The material appearing on this website <http://carmelflowpilates.com> (this “**Site**”), is provided as information about Carmel Flow Pilates’s business, community, and people, and as a platform for online connection. The owner of this Site, Carmel Flow Pilates and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Site or material linked to this Site.

Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Alejandra Arriaran, a Sole Proprietorship operating out of the State of California (“**Carmel Flow Pilates**”). Carmel Flow Pilates may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Carmel Flow Pilates on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Carmel Flow Pilates.
2. **Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of Carmel Flow Pilates and Carmel Flow Pilates is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. Carmel Flow Pilates accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of this Site, enable you to connect with Carmel Flow Pilates on various platforms, help Carmel Flow Pilates offer the easiest services for you and conduct transactions.
3. **Use License.** If Carmel Flow Pilates has materials on the Site which you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - 3.1. modify or copy the materials;
 - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Carmel Flow Pilates at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Services or products sold on the Site are refundable within 15 days of purchase. If you have a private or semi-private session, you must cancel with 24 hours notice to receive a refund.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site is for informational and educational purposes only. What we share is the opinion and perspective of Carmel Flow Pilates. The information and education is not intended or implied to supplement or replace professional medical advice. Before taking any action, please make sure you consult with a medical professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefit that you'll get from our Site, our products or services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** Carmel Flow Pilates may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Carmel Flow Pilates modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Carmel Flow Pilates or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Carmel Flow Pilates has been notified orally or in writing of the possibility of such damage.
9. **Governing Law.** Any claim relating to Carmel Flow Pilates's Site shall be governed by the laws of the State of California without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify Carmel Flow Pilates and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Carmel Flow Pilates linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Carmel Flow Pilates relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Carmel Flow Pilates. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Carmel Flow Pilates to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

Carmel Flow Pilates understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Carmel Flow Pilates and its subsidiaries and affiliates (collectively, “**Carmel Flow Pilates**”) with respect to how Carmel Flow Pilates collects your personal information. It also describes how Carmel Flow Pilates maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Carmel Flow Pilates via the Site. This Privacy Policy also sets out how you can access certain information that Carmel Flow Pilates may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”). Personal Information does not include any information that is aggregated or otherwise de-identified.

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Carmel Flow Pilates. All of these third parties are listed in section 4.2 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Carmel Flow Pilates is not responsible for the content of such third-party websites or the privacy practices of such third parties. Carmel Flow Pilates encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

- 1. Consent of Collection of Information.** By submitting Personal Information to Carmel Flow Pilates and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Carmel Flow Pilates at carmelflowpilates@gmail.com. You understand that if you withdraw your consent, Carmel Flow Pilates may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. Carmel Flow Pilates does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Carmel Flow Pilates learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Carmel Flow Pilates might have any information from or about a child under 18, please contact us at carmelflowpilates@gmail.com.
- 3. Revisions to this Privacy Policy.** Carmel Flow Pilates reserves the right, in Carmel Flow Pilates’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Carmel Flow Pilates will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Carmel Flow Pilates will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
- 4. Personal Information**
 - 4.1 What do we collect?** Carmel Flow Pilates may directly collect your IP address, browser information, and location. We also will ask for you name, address, phone number, email address, and birthday (for gift promotions, etc). There can be other information you

provide but that will not be collected by Carmel Flow Pilates and instead will be collected by the third parties Carmel Flow Pilates works with as outlined in 4.2.

4.2 Third Parties. Carmel Flow Pilates may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Carmel Flow Pilates may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.2.1 MailChimp: <https://mailchimp.com/legal/privacy/>,
- 4.2.2 Squarespace: <https://www.squarespace.com/privacy/>,
- 4.2.3 Facebook: https://www.facebook.com/full_data_use_policy,
- 4.2.4 Youtube: <https://www.youtube.com/static?gl=CA&template=terms>,
- 4.2.5 Zoom: <https://zoom.us/privacy>,
- 4.2.6 Paypal: <https://www.paypal.com/va/webapps/mpp/ua/privacy-full>
- 4.2.7 ApplePay: <https://support.apple.com/en-us/HT210665>
- 4.2.8 Venmo: <https://venmo.com/legal/us-privacy-policy/>
- 4.2.9 Woo Commerce:
- 4.2.10 Vimeo:

5. How will Carmel Flow Pilates use your Personal Information? Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by Carmel Flow Pilates but instead by one of the third parties listed in section 4.2 above;
- 5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.2 above;
- 5.3. Your phone number may be used to contact you via phone if there is information we would like to share which we feel would benefit you;
- 5.4. If you subscribe to our newsletter your Personal Information will be used to send the newsletter to you;
- 5.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events and other marketing information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
- 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.
- 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
- 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.

6. **Storing Your Personal Information.** Carmel Flow Pilates's web server may store your Personal Information when you interact with the Site. **Carmel Flow Pilates will be happy to delete any of your Personal Information it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Carmel Flow Pilates.
7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Carmel Flow Pilates and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and Carmel Flow Pilates abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to carmelflowpilates@gmail.com.
9. **Do Not Track Signals.** Carmel Flow Pilates currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards and there is no accepted standard on how to respond to such signals.
10. **Analytics.** The Site keeps the following information from your visits to our webpage:
 - 10.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and
 - 10.2. IP information for website and server security.
11. **Cookies.** The Site uses 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
 - 11.1. You might be wondering what a cookie is. Well, it is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie and there is nothing on it which can identify you personally.
 - 11.2. Why do we use cookies? Why do we use cookies? Aside from being an awesome word generally, cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course it is your choice to do so.
12. **Disclosure of Personal Information.** Carmel Flow Pilates will NEVER sell or license any Personal Information we collect from you. Carmel Flow Pilates is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.2 above. By purchasing the services and products offered by Carmel Flow Pilates, you agree to be bound to and consent to the provisions of our third parties' privacy policies.

In the event that Carmel Flow Pilates changes its practices, you will be notified and you will be able to opt-out of Carmel Flow Pilates using your Personal Information by contacting us at carmelflowpilates@gmail.com.

13. **Jurisdiction.** This privacy policy and the use of the Site are governed by the laws of the **United States and the State of California.**
14. **Your Consent.** By choosing to provide Carmel Flow Pilates with your Personal Information you are consenting to its collection, use and disclosure in accordance with the principles outlined in

this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**

- 15. Protecting Your Privacy.** Carmel Flow Pilates is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.2 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Carmel Flow Pilates makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
- 16. Verifying your Identity.** Carmel Flow Pilates will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Carmel Flow Pilates will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
- 17. The Internet Can Be Sketchy.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Carmel Flow Pilates over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Carmel Flow Pilates's control.
- 18. Verifying and Amending Your Personal Information.** Carmel Flow Pilates tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at carmelflowpilates@gmail.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Carmel Flow Pilates at any time or seek to make corrections to it.
- 19. Resolving your concerns.** If you have any questions or concerns about Carmel Flow Pilates's Personal Information collection, use and disclosure practices, please let us know at carmelflowpilates@gmail.com and we will do our best to help you.

DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use this Site and any of Carmel Flow Pilates’s social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications.** Carmel Flow Pilates and its operators may hold the following qualifications and professional certifications related to Carmel Flow Pilates: {{qualifications}}. Carmel Flow Pilates makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on this Site by Carmel Flow Pilates is professional advice. This is simply a compilation of content and services that Carmel Flow Pilates is providing. Carmel Flow Pilates and its services are not a substitute for professional advice or diagnosis. Please seek professional advice before engaging with our services and clearly understand that Carmel Flow Pilates’s services are not a substitute for professional advice.
3. **Social Media.** This Disclaimer applies to Carmel Flow Pilates’s Site, content, services, and all social media. Specifically:
 - 3.1. Facebook: Carmel Flow Pilates
4. **No Guarantees.** You understand that Carmel Flow Pilates makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Site. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
5. **Intention.** The intention of the information we share and post on the Site is for informational and promotional purposes only.
6. **Not a Client.** By accessing and using the Site, there is no client-professional relationship created between you and Carmel Flow Pilates. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Site, you acknowledge that for the moment, we are just pals.
7. **Mistakes.** We are committed to doing our best. All of the content we put on the Site is intended to be as accurate as possible and to be as helpful as possible in providing you our content and services. That being said, please understand that we are human and can make mistakes, and there is a chance (albeit very small) that information on the Site may be inaccurate. If this happens, we will rectify it as soon as it comes to our attention! We will never intentionally mislead you and we are committed to providing you with the best content and services. If you have any issues with this, you are always welcome to stop using the Site.
8. **No Warranties.** Carmel Flow Pilates makes no promises that the Site or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we’ll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Site. To the maximum extent permissible by State of California laws, Carmel Flow Pilates disclaims all warranties regarding all information, products and services offered on or through the Site.
9. **Reach Out.** Please feel free to connect with Carmel Flow Pilates to ask us any questions. All communications should be directed to carmelflowpilates@gmail.com.

With Love,

Carmel Flow Pilates