***Terms of Use***

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

**1. Your Acceptance**  
The top level domain pilatesstudioofspringfield.com and its web sites (individually and collectively the “Website”) are owned and operated by Wright Side Up LLC, an Illinois limited liability company (“WrightSideUp”) and/or its affiliates and subsidiaries for your and others’ personal, non-commercial enjoyment, subject to these terms and conditions of use and all modifications thereto (“Terms and Conditions”), and the rules that may be published from time to time by WrightSideUp. BY USING THE WEBSITE, YOU ARE DEEMED TO HAVE AGREED TO THESE TERMS AND CONDITIONS OF USE. WrightSideUp may change the Terms and Conditions from time to time and at any time, and without actual notice to you. All such changes to these Terms and Conditions will appear on the Website. All changes will become effective on the date they are posted. By using the Website after we post any changes to the Terms and Conditions, you agree to accept those changes, whether or not you have reviewed them.

**2. Website Access & User Information**  
A. WrightSideUp hereby grants you permission to use the Website as set forth in this Terms and Conditions, provided that: (i) your use of the Website as permitted is solely for your personal use; (ii) you will not copy or distribute any part of the Website in any medium except according to WrightSideUp’s policies for such set forth in these Terms and Conditions without WrightSideUp's prior authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the Terms and Conditions.

B. The Website and all Website functionality, or other interactive or mobile services that may be available to you on or through the Website (collectively, the “Services”) are provided to you solely for your enjoyment, entertainment, and transactional purposes. Some Services may require you to provide contact information, thereby creating a file with WrightSideUp. When creating your file, you must provide accurate and complete information, and WrightSideUp reserves the right to refuse any and all current or future use of the Services if you provide inaccurate or incomplete information. WrightSideUp will not be liable for harm or losses caused by any unauthorized use of your account, by your conduct, you may be liable for the harm or losses of WrightSideUp or others due to such unauthorized use.

**3. Privacy Policy**  
Please read our Privacy Policy which describes the personally identifiable information (the “Personal Information”) we collect, use, disclose, manage and store.

**4. Intellectual Property Rights**  
The content on the Elizabeth Ann Seton Program Website, except links to third parties, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to WrightSideUp, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever, except as permitted by these Terms and Conditions, without the prior written consent of WrightSideUp or the respective owners. WrightSideUp reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Elizabeth Ann Seton Program Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Elizabeth Ann Seton Program Website or the Content therein.

**12. General**  
You agree that: (i) the Elizabeth Ann Seton Program Website shall be deemed solely based in Illinois; and (ii) the Elizabeth Ann Seton Program Website shall be deemed a passive website that does not give rise to personal jurisdiction over WrightSideUp, either specific or general, in jurisdictions other than Illinois. These Terms of Service shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. Any claim or dispute between you and WrightSideUp that arises in whole or in part from the Elizabeth Ann Seton Program Website shall be decided exclusively by a court of competent jurisdiction located in Sangamon County, Illinois. These Terms of Service, any artist representation agreements and any other legal notices published by WrightSideUp on the Website, shall constitute the entire agreement between you and WrightSideUp concerning the Elizabeth Ann Seton Program Website. If any provision of this agreement is in conflict with a provision in a signed artist representation agreement, the artist representation agreement provision shall prevail. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and WrightSideUp's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. WrightSideUp reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Elizabeth Ann Seton Program Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND WRIGHTSIDEUP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ELIZABETH ANN SETON PROGRAM WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.