

## SERVICE & PRIVACY POLICY

### Standard of Service

**Avatara Yoga & Integrative Health** is committed to providing an excellent standard of service with fair and balanced business practices demonstrating leadership in the industry.

We are committed to cultivating and sustaining a safe, healthy, inclusive environment, free from discrimination, for all persons.

### Booking Classes and Check-In

Please arrive 15 minutes early to class. There is NO ENTRY to classes already in session for late arrivals. Please note\* that if you are not checked in 5 minutes prior to your class, your spot may be given to someone on the waitlist

### Class Schedule

We aim to provide advance notice of updates to our class schedule, by posting schedules in-studio and through our website and social media. We reserve the right to modify the class schedule without notice.

### Class Cancellations

Due to unforeseen circumstances, such as severe weather or freezing rain, snow or high winds and/or public transportation issues may disrupt schedule causing power outages or transportation and safety issues, resulting in cancellation of classes. Please check the website or call for updates to the schedule.

### Teacher Substitutions

Regular teachers listed on class schedules may change without notice. Our teaching schedule is available online for convenience only, and is subject to change without notice.

Teacher substitutions may occur at the last minute, and the online schedule may not be updated immediately.

### Class Substitutions

We reserve the right to change class style, due to substitute teacher without notice.

In the event of a last-minute teacher emergency during which a substitute teacher cannot be found for any class, the class may be cancelled without notice.

## **Members and memberships**

### **Member definition**

For the purpose of our policy statements, “Member” means any client, customer, participant, or individual who attends and/or enrolls in a minimum of one class, event or workshop with Avatara Yoga & Integrative Health is subject to all policies regarding accessing the premises or services provided by Avatara Yoga & Integrative Health. Policies apply to all Members.

### **Attendance**

All participants attending any class, event or workshops at Avatara Yoga & Integrative Health are required to complete a registration form/waiver of liability for Avatara Yoga & Integrative Health.

Please see our privacy policy.

All participants in any class, event or workshop must register with Avatara Yoga & Integrative Health, and must be signed in, prior to the posted start time.

Attendance while intoxicated is not permitted. Hostile or disruptive behaviour will not be tolerated.

**We reserve the right to refuse service to any person at any time for any reason.**

### **Age restrictions**

Participants in any class, event or workshop must be have reached age of majority in BC (19 years).

Any person 18 years and under must have a parent or guardian’s legal consent in order to participate in any class, event or workshop.

Youth under the age of 12 may be required to have supervisory accompaniment by a parent or guardian to any class, event or workshop. Please note: Avatara staff or teacher may not assume a supervisory role for the youth in question.

### **Studio access**

Studio is open one half hour before and after class. Availability of the premises is subject to staff/administrative limitations.

In general the premises are not available as a waiting area to anyone who is not participating in class while class is in session. Some exceptions may apply at the discretion of appointed staff/administration.

### **Lost or stolen items**

All members are responsible for their personal belongings. Avatara Yoga & Integrative Health is not responsible for lost or stolen items, or damage to any personal property.

### **Membership definition**

For the purpose of our policy statements, “Membership” means any member, including Drop-ins, Intro offers, unlimited terms, monthly contracts, payment plans, and class packages, and may include passes obtained through Gift Certificates, coupons, special offers, or vouchers, and is therefore subject to all policy regarding Membership services provided by Avatara Yoga & Integrative Health. Policies apply to all Memberships.

Memberships are valid at any Avatara Yoga & Integrative Health studio locations. Memberships may not be valid to outdoor classes, events or workshops, and are subject to approval.

## **Refund / Cancellation Policy**

### **Refunds and transfers**

Memberships (including drop-in, multi-visit class passes, and unlimited memberships) are non-refundable, non-transferable and non-extendable. Multi-visit class passes expire one (1) year after date of purchase.

### **Drop In Classes**

If you reserve a spot in a class you will be charged for the class unless you have provided at least \*2 hours\* notice in advance of class start time that you will not be able to attend.

### **Registered Programs**

Pre-paid class packages are refundable only if you are unable to attend a program (series of classes) due to circumstances out of your control (determined on a case-by-case basis by our administration) and if we are notified in advance prior to start date of class session/series. We can offer you a refund if you notify us prior to your program (whole series of classes) start date, however we do charge a 25% cancellation fee. This cancellation fee may be avoided if you opt for a service credit instead of a refund.

- NOTES: Service credits are valid for 90 days only!
- There is no cash refund. There is no refund for individual missed classes within a package.
- There is no refund for merely changing your mind!

### **Individual Registered Classes within a Registered Program**

If we are notified at least 24 hours ahead of time, it MAY be possible to make the missed class up at a later date or with a different group within the same program session. However, this cannot be guaranteed.

Any classes missed are forfeited. There is no refund for missed classes within a registered program.

If you have not already paid for the class, your account/card will be charged for the full amount of the session.

If it is necessary for Avatara Yoga & Integrative Health to cancel a registered class a replacement class will be scheduled. (If it is not possible for Avatara Yoga & Integrative Health to reschedule the class we will apply an applicable credit to each registered client's Avatara Yoga & Integrative Health account to apply to a future program.)

### **Activation and duration**

Membership terms activate for the duration on the date of the first visit using the Membership, and are valid for the term indicated.

Classes in One Year (e.g., 5 or 10 class pass) Membership terms activate with the first visit, and are valid for one year from the date of activation.

Unless otherwise specified, Memberships may be purchased in advance and exist on the client account for future activation. Some restrictions may apply, e.g. a restriction to activate an Annual Unlimited Membership within one year of the purchase date.

### **Holds, pauses, and extensions**

Memberships may not be paused, held, or extended unless otherwise specified by Avatara Yoga & Integrative Health management, and then only according to the terms specified, such as holds or extensions applied to a Membership term for a specific fee.

Changes to memberships are not permitted. Any changes to Classes in One Year Memberships are subject to Avatara Yoga & Integrative Health management discretion. For example, client changes from Class Membership to an Unlimited Membership

A one-time only, maximum two-month hold may be applied to the Annual Unlimited Membership, for a \$25 hold fee.

#### Expired classes

Expiring class Memberships may be extended for a \$25 extension fee for two months.

Alternatively, expiring class Memberships may be extended with the purchase of a new Membership of equal or greater value. In this case, the extension fee is waived, the classes are moved to the new Membership, and the total number of classes are activated for one full year from date specified with no additional fee.

Expired classes may not be extended or re-activated.

#### Consulting

No refunds are available for completed consulting services.

Unused, pre-paid and retainer-based consulting services may be eligible for a refund depending on the agreement between you and the Avatara Yoga & Integrative Health subsidiary/contractor. Standard notice for cessation of services is one calendar month, but this may vary between contracts. Be sure to check your agreement for details.

#### Products

Yoga Props, Mats and Accessories - Unopened/Unused products may be returned within 14 days with sales receipt. Returns are valid only for products that have not been opened, used or damaged. Products which are defective or damaged upon arrival may be returned immediately for exchange. Mats, blankets, bolsters, straps & blocks are personal use items that may not be returned for hygienic reasons.

Some products may need to be shipped directly to the manufacturer. Customers are responsible for all shipping charges on exchanges or refunds. This will be stated on the product package or instruction insert. Should you be unsure if this is the case, please contact us. Refunds are only available when an equivalent replacement is unavailable and customer does not wish to exchange for another product.

Products which are defective or damaged upon arrival may be returned immediately for exchange. Customers are responsible for all shipping charges on exchanges or refunds. Refunds are only available when an equivalent replacement is unavailable and customer does not wish to exchange for another product.

#### Pricing

We strive to keep our pricing fair, competitive, sustainable, and relevant to the market. We aim to provide advance notice of increases, updates and/or changes to our pricing. Our pricing schedule may change without notice.

All Membership pricing is subject to GST.

## **CANCELLATION POLICY FOR ALL TYPES OF MEMBERSHIPS**

In the event that the "Member" wishes to cancel his/her membership he/she shall give thirty (30) days written notice of cancellation of this agreement to Avatara Yoga & Integrative Health.

No transfers or refunds will be given on any contract or prepaid memberships.

All funds are accepted in Canadian Dollars. Visa and Mastercard accepted.

## **Terms and Conditions – PRIVACY POLICY**

If you access and use this Web site (the "Site"), you accept and agree to be bound by and comply with these terms (the "Terms"). If you do not accept the Terms, do not use the Site.

### **General**

All products and services of Avatara Yoga & Integrative Health and its subsidiaries and affiliates are subject to the terms and conditions of the applicable agreements governing their use.

The Terms are to be read by you together with any terms, conditions or disclaimers provided in the pages of the Site. In the event of any conflict, the terms provided in the pages of the Site will govern.

The information, material and content provided in the pages of the Site (the "Information") may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access or use of the Site will mean that you agree to any changes.

### **Internet E-Mail**

Any unprotected E-Mail communication over the Internet is, as with communication via any other medium (e.g. cellular phones, post office mail), not confidential, subject to possible interception or loss, and is also subject to possible alteration.

### **No Endorsements**

No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any Information.

### **Links/Software**

Links from or to web sites outside the Site are meant for convenience only. Avatara Yoga & Integrative Health does not review, endorse, approve or control, and is not responsible for any sites linked from or to the Site, the content of those sites, the third parties named therein, or their products and services. Linking to any other site is at your sole risk and Avatara Yoga & Integrative Health will not be responsible or liable for any damages in connection with linking. Links to downloadable software sites are for convenience only and Avatara Yoga & Integrative Health is not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the license agreement, if any, which accompanies or is provided with the software.

### **Payment for Products & Services**

All Credit Cards will be processed in Canadian Dollars at the time of payment. Avatara Yoga & Integrative Health is not responsible for any fees, charges, exchange rates or additional charges levied by individual financial institutions or Credit Card companies.

## **Privacy Policy**

Thank you for visiting Avatara Yoga & Integrative Health. This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Note: the privacy practices set forth in this privacy policy are for web sites within the Avatara Yoga & Integrative Health portfolio. If you link to other third party web sites, please review the privacy policies posted at those sites. Avatara Yoga & Integrative Health is not responsible for how data or information is treated/handled by any third party web site that is linked to from our sites.

### **Collection of Information**

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

### **Distribution of Information**

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.