**Terms of Services for Sattva Connect 2019**

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Modified by: Saraswati

**Welcome to Sattva Connect!**

Sattva Connect LLC (“Sattva,” “we” or “us”) provides a website at [sattvaconnect.com](http://sattvaconnect.com) (the “Website”) and associated apps that make available authentic yogic teachings designed to awaken you to the brilliance of who you truly are, to your infinite potential, via written, audio, and video content containing the Sattva teachings (the “Services”).

By visiting the Website or using our Services, you agree to these terms. So please read them carefully before using the Services. This agreement contains an arbitration agreement and class action waiver, if you do not accept these terms in their entirety you are not authorized to access or use the Website or Services.

The Services are not directed to persons under eighteen (18) years of age.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

If you have any questions or comments regarding these terms or the Services, feel free to contact us by email.

**Membership**

In order to access certain features of the Website and Services you have to create a Sattva Connect account and become a “Member”. In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person legally barred from receiving Services. When you register, you will be asked to choose a user name and a password. You are responsible for safeguarding your password and you agree not to disclose your password to any third party or to share your account with anyone. If you become a Member you consent to the use of: (a) electronic means to complete these terms and to provide you with any notices given pursuant to these terms; and (b) electronic records to store information related to these terms or your use of the Website and Services.

You may not share or sell their username and password to any other person or entity. We may also take technological measures to ensure that you are not sharing your account. We will construe excessive viewings or logins by any Member as fraudulent use of the Services, and we may immediately cancel your membership without refund in such cases. You agree that you will be solely responsible for any activities or actions taken under your password, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your password. You agree that the information that you provide to us upon registration (“Registration Data”), and at all other times will be true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) at any time.

If we suspend or terminate your account due to your violations of these terms, then you will not be eligible for any credit, refund, discount, or other consideration.

**Content Access and Ownership**

Certain types of content are made available through the Website and Services. “Content” as used in these terms means, collectively, the text, data, graphics, images, photos, audio, and video made available through the Services, including Online Courses (below) but excluding User Submissions. “User Submissions” as used in these terms means, collectively, the text, data, graphics, images, photos, and video files and other content and information which Members stream, post, upload, or otherwise submit to the Services, including without limitation in Member discussions forums and Member-created profile pages. Sattva reserves the right to remove and permanently delete any Content or User Submissions from the Website and Services without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting publishing or otherwise making available any User Submissions, emails, or other materials that are believed to violate these terms.

You may access the Website, Content, and User Submissions, and use the Services as available:

* for your information and personal use;
* as intended through the normal functionality of the Services; and
* for Streaming (“Streaming” or “Stream” means a contemporaneous digital transmission of an audiovisual work via the internet from the Services to a Member device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the Member). Accessing audio or video via the Services for any purpose or in any manner other than Streaming is expressly prohibited. When you Stream Content, the resolution and quality of Content you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While we strive to provide a quality viewing experience, we make no guarantee as to the resolution or quality of the Streaming Content you will receive.

In order to be able to Stream Content from the Services and to view or listen to Content on the Services, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements that we establish from time to time and is otherwise capable of interacting with the Services (each such device, a “Compatible Device”). We may change the requirements for Compatible Devices from time to time and, in some cases, whether a device is (or remains) a Compatible Device may depend on software or systems provided or maintained by the device manufacturer or other third parties. As a result, devices that are Compatible Devices at one time may cease to be Compatible Devices in the future.

Using our Services does not give you ownership of any intellectual property rights in our Services or the Content you access. All Content is provided “AS IS” for your information and personal use only and may not be used, downloaded, copied, distributed, modified, transmitted, broadcast, displayed, sold, or licensed except as provided in these terms, or with express permission from the relevant content owner, or otherwise as permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Furthermore, the Services may not be used in connection with any commercial purposes, except as specifically approved by Sattva. Unauthorized framing of or linking to any of the User Submissions is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation maybe removed from Member profiles and User Submissions without notice and may result in termination of your membership privileges.

**License to Your User Submissions**

By posting, displaying, publishing, transmitting, or otherwise making available (individually

and collectively, “Posting”) any User Submissions on or through the Services, you hereby grant to Sattva a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license

(with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify,

adapt, translate, create derivative works, publish, publicly perform, publicly display, store,

reproduce, transmit, distribute, and otherwise make available such User Submissions on and through the Services, in print, or in any other format or media now known or hereafter invented,

without prior notification, compensation, or attribution to you, and without your consent. If

you wish to remove any User Submissions from the Services, your ability to do so may depend on the type of User Submissions, the location and manner of Posting, and other factors. You may contact us to request the removal of certain User Submissions you have Posted, but Sattva has no obligation to remove any such User Submissions, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such User Submissions and copies thereof.

Notwithstanding the foregoing, a back-up or residual copy of any User Submissions Posted by you may remain on Sattva’s servers after the User Submissions appears to have been removed from the Services, and Sattva retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title, and interest in all User Submissions posted by you on or

through the Services, or otherwise have the right to grant the license set forth in this section, and (b) the Posting of your User Submissions on or through the Services does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

**Health Disclaimer**

Physical exercise, in all of its forms, with or without the use of props such as blocks, straps, or any other equipment that may be suggested by a Sattva instructor, is a strenuous physical activity. We advise you to seek the advice of a physician before beginning any physical exercise regimen, routine, or program, or using any suggested equipment shown in any of the video clips on the Services. Sattva does not offer medical advice and its instructors and staff cannot give you medical advice or diagnosis. You practice all Sattva Connect suggestions and instruction including that relating to the use of equipment, breath, postures, and other movements voluntarily. Nothing contained in the Content and Services constitutes any form of such medical advice or diagnosis.

You represent that you understand that physical exercise and transformative practices of any sort can be strenuous at times, and that such activity presents a risk of injury. You further understand that it is your responsibility to judge your physical, spiritual, emotional, and mental preparedness for such activities. It is your responsibility to ensure that by participating in classes, courses, programs, and activities from Sattva Connect, you will not exceed your limits while performing such activity, and you will select the appropriate level of activity for your skills and abilities, as well as for any mental, emotional, spiritual, or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and overall condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Sattva, or any person or entity involved with Sattva, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives.

**Sattva Connect Is Not Yoga Teacher Training**

Content offered by Sattva Connect is for information purposes only and does not make you eligible for certification by any governing or accreditation body to teach yoga or any other type of instruction. Sattva Yoga Academy offers yoga teaching certification but only at its physical location in India, not through Sattva Connect. You agree not to hold yourself out as a certified yoga instructor based on completing any programs, courses, content, or routines available via the Services or use the Sattva Connect name as a certification or accreditation organization for purposes of teaching yoga unless you have completed an appropriate course at Sattva’s physical location in India.

You expressly waive and release Sattva and its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates, and representatives of any claim

arising from or in connection with teaching yoga or a violation of these terms.

**Membership Subscriptions, Online Courses, and Events**

Sattva offers subscription-based access to its yoga classes (“**Classes**”), as well as one-time purchases of various courses and events intended to instruct a person related to a specific area of study or on a particular topic that can be viewed for an unlimited period of time (“**Online Courses**”). Sattva reserves the right to cancel, interrupt, or reschedule any Sattva Content, Class, or Online Course. Subject to your payment of any applicable fees (including applicable taxes) and your compliance with all of the other terms Sattva specifies for the Services, Sattva grants you a non-exclusive, non-transferable, limited right and license, so long as the Classes and/or Online Courses are available via the Services, to access, view, use, and display Classes and/or Online Courses for non-commercial, private use.

**Membership Subscriptions**

Memberships, which provide you with access to Classes, are billed on a periodic basis as specified at the time of purchase (monthly, or yearly). Memberships do not include access to Online Courses (below). Your subscription will continue on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or the Services is otherwise suspended or discontinued pursuant to this Agreement. You may cancel your membership at any time. If membership is cancelled or terminated before the end of the applicable billing cycle, Sattva will not reimburse you for the remainder of that cycle (but you will continue to have access until the end of the applicable cycle).

When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Sattva later increases the price of the subscription, Sattva will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days’ prior notice before the charge is made. If you are given less than 10 days’ prior notice, the price increase will not apply until the payment after the next payment due.

Notwithstanding the foregoing, Members who registered with a paid account prior to January 1, 2019 will maintain a lifetime membership rate of $15 per month or $135 per year USD, so long as they maintain a paid account continuously without interruption. If such Members cancel or delete their Connect account in the future, they will be subject to the new then-current membership rate. It is also the Member’s responsibility to ensure that chosen payment method is updated to ensure successful renewal of subscription.

**Online Courses**

As part of the Online Courses, you will be able to view each Online Course you have purchased for so long as the Services are available. Online Courses are billed prior to commencing each course. If a Member is terminated due to a violation of these terms, Sattva will not reimburse the Member for the remainder of any Online Courses. However, Members are entitled to a partial refund in the even that Sattva cancels the Online Course prior to the end of its Viewing Period.

As part of the Online Courses, instructors may provide course materials that you can download from the Services (“Course Materials”). Such Course Materials may only be used for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any Course Materials, nor may you modify or create derivative works related to such Course Materials.

**Personal Data Privacy**

We respect your privacy and allow you to control certain aspects of the treatment of your personal information as set forth in our Privacy Policy. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

**Prohibitions**

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

More specifically, consistent with the foregoing, you agree that you will not do any of the following while using or accessing the Services:

* damage, lessen, or harm the goodwill or reputation of Sattva, Sattva Connect or its Services;
* post information that is inaccurate, off-topic, irrelevant, or inappropriate for the purposes of the Services; is patently offensive and/or promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, pornography, sexually explicit material or offensive subject matter; provides any telephone numbers, street addresses, last names or email addresses of anyone;
* promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; violates any intellectual property or other proprietary right of any third party, including content that promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
* transmit junk mail, chain letters, or unsolicited mass mailings, instant messaging, or spam;
* promote any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
* solicit passwords or personal identifying information from other Members;
* promote commercial activities and/or sales without Sattva’s prior written consent, such as contests, sweepstakes, advertising, and/or pyramid schemes;
* post a photograph of another person that you have posted without that person’s consent or otherwise constitutes an invasion of an individual’s privacy or infringement of publicity rights.

Furthermore, you may not (a) use any deep link, page scrape, robot, spider, or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Services or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services; (b) attempt to gain unauthorized access to any portion or feature of the Services or any other systems or networks connected to the Services or to any Sattva server or to any of the services offered on or through the Services, by hacking, password mining, or any other illegitimate or prohibited means; (c) probe, scan, or test the vulnerability of the Services or any network connected to the Services, nor breach the security or authentication measures on the Services or any network connected to the Services; (d) attempt to decipher, decompile, disassemble, or reverse engineer any software used to provide the Services; (e) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services; (f) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Sattva's systems or networks or any systems or networks connected to the Services; (g) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services; (h) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Sattva on or through the Services; or (i) encourage others to do any of the foregoing.

**DMCA Takedown Notice Requests**

If you believe that your work has been copied and is accessible on the Services in a way that constitutes copyright infringement, you may notify us by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512 (“DMCA”)):

* A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
* Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
* Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
* Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
* A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
* A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please send the DMCA communication to the following name and address: Customer Support at [support@sattvaconnect.com](mailto:support@sattvaconnect.com). In some cases, we may be required to disclose information to individuals asserting rights under the Digital Millennium Copyright Act. You hereby authorize us to release information about you if required by law or subpoena without notice to you.

**Termination**

These terms will remain in full force and effect for so long as they are posted on the Website. You may cancel your membership at any time, for any reason, by following the instructions on the Website under Account Settings: [URL]. If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period. When you cancel your account, we retain your account history in order to maintain continuity when you renew your account. If you prefer, we can completely delete your account instead upon request by contacting Customer Support at support@sattvaconnect.com. Unless we have exercised our right to terminate your account or you have requested that we permanently delete it, you can re-activate your account at any time by logging in and reactivating it.

As stated elsewhere in these terms, we reserve the right to terminate your account or your access to the Services immediately, with or without notice to you, and without liability to you, if we believe that you have breached any of these terms, furnished Sattva with false or misleading information, or interfered with use of the Services by others.

We also reserve the right to terminate the Website and Services at any time and for any reason. After such a termination, you acknowledge that we will have no further obligation to provide the Services. Upon termination, all licenses and other rights granted to you by these terms will immediately cease. Sattva is not liable to you or any third party for termination of the Services or termination of your use of the Services. Upon any such termination, Sattva will have no obligation to maintain any information stored in our database related to your account or to forward any information to you or any third party. In such event, we will make a good faith effort to reimburse any pro rata Membership fees for accounts that are paid longer than one month.

**Our Rights and Obligations Regarding Your Account Information**

You acknowledge, consent and agree that Sattva may access, preserve, and disclose your account information or User Submissions posted by you if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any User Submissions violate the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property, or personal safety of Sattva, its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

**Disclaimers and Limitations**

Your use of the Website, Services, Content, and User Submissions is at your sole discretion and risk. The Website, Services, Content and User Submissions, and all materials, information, products and services included therein, are provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. We expressly disclaim all warranties of any kind, express, implied, or statutory, relating to the Website, Services, Content, and User Submissions, including without limitation the warranties of title, merchantability, fitness for a particular purpose, non-infringement of proprietary rights, course of dealing, or course of performance. Sattva disclaims any warranties: (a) regarding the security, accuracy, reliability, timeliness, and performance of the Services; and (b) that the Website, Services, Content and User Submissions will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from Sattva, will create any warranty not expressly stated in these terms. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

In no event will Sattva, its officers, directors, employees, or agents, be liable to you for any damages whatsoever, including without limitation, indirect, incidental, special, punitive, or consequential damages arising out of the Website, Services, Content, or User Submissions, whether the damages are foreseeable and whether or not Sattva has been advised of the possibility of such damages. The foregoing limitation of liability will apply to the fullest extent permitted by law in the applicable jurisdiction and in no event will Sattva’s cumulative liability to you exceed $100 USD.

**Indemnification**

You agree to defend, indemnify, and hold harmless Sattva, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorneys’ fees and costs) arising from: (i) your use of and access to the Services; (ii) your violation of any of these terms; (iii) your violation of any third-party right, including without limitation any copyright, trademark, or privacy right; or (iv) any claim that one of your submissions of User Submissions caused damage to a third party. This defense and indemnification obligation will survive termination of these terms and your use of the Services.

**Arbitration**

This Arbitration Clause applies only to users in the United States.

**Dispute resolution and arbitration**

You and Sattva agree that any dispute, claim, or controversy between you and Sattva arising in connection with or relating in any way to these Agreements or to your relationship with Sattva as a user of the Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these terms) will be determined by mandatory binding individual (not class) arbitration. You and Sattva further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Clause or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration. This Arbitration Clause will survive termination of these terms.

**Exceptions**

Notwithstanding the paragraph above, you and Sattva both agree that nothing in this Arbitration Clause will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Clause doesn’t stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

**No Class Or Representative Proceedings: Class Action Waiver**

YOU AND SATTVA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Sattva agree, no arbitrator or judge may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

**Arbitration rules**

Either you or we may start arbitration proceedings. Any arbitration between you and Sattva will take place under the Consumer Arbitration Rules of the American Arbitration Association (“AAA”) then in force (the “AAA Rules”), as modified by this Arbitration Agreement. You and Sattva agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this provision (despite the choice of law provision herein). The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at +1-800-778-7879. Sattva can also help put you in touch with the AAA.

Any arbitration hearings will take place in the county (or parish) of your billing address, provided that if the claim is for $25,000 or less, you may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

If you choose to file an arbitration proceeding and you are required to pay a filing fee, Sattva will reimburse you for that filing fee, unless your claim is for greater than US $10,000, in which case you will be responsible for the filing fee. Sattva will pay any other arbitration fees, including your share of arbitrator compensation, unless otherwise required by AAA rules or court order. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

**Notice; Process**

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Sattva's address for Notice is: Sattva Connect, LLC, 3917 Blue Bird Road, Huntingdon Valley, Pa 19006, USA. The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Sattva may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Sattva shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, and the arbitrator issues you an award that is greater than the value of Sattva’s last written settlement offer, then Sattva will instead pay you either the amount of the award or $1,000, whichever is greater. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

**Enforceability**

If this Arbitration Clause is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue described immediately below shall govern any claim in court arising out of or related to the Agreements.

**Governing Law / Jurisdiction**

These terms shall be governed by the laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Sattva that arises in whole or in part from the Services shall be decided exclusively by a court of competent jurisdiction located in Los Angeles County, California.

Sattva does not accept any codes of conduct as mandatory in connection with the services provided under this agreement.

**Third Party Links**

The Website may provide links to third party websites or resources. You acknowledge and agree that Sattva is not responsible or liable for the availability or accuracy of, and Sattva does not endorse, such websites or resources or the content, products, or services on or available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

**Assignment**

Sattva may assign these terms and Sattva may delegate any of its obligations under the Agreements. You may not assign these terms or any part of them, nor transfer or sublicense your rights under these terms, to any third party.

**The Entire Agreement Between Us**

Other than as stated in this section or as explicitly agreed upon in writing between you and Sattva, these terms constitute all the terms and conditions agreed upon between you and Sattva regarding your access to the Website and your use of the Services, and supersede any prior agreements in relation to the subject matter of these terms, whether written or oral.

Please note, however, that other aspects of your use of the Services may be governed by additional agreements. Those could include, for example, access to the Sattva Services as a result of a gift card or free or discounted trials. When you are presented with an offer for such aspects of your use, you may be presented with additional terms. Some of those additional terms are listed on our Website. To the extent that there is any irreconcilable conflict between any additional terms and these terms, the additional terms shall govern.

**Updates To These Terms**

We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to our Services. We’ll post notice of modifications to these terms on this page (and email you regarding more substantial changes). Changes will not apply retroactively and will only become effective after they are posted. If you do not agree to the modified Sattva Connect terms, you should discontinue your use of the Website and Services.

**Severability and Waiver**

Unless as otherwise stated here, should any provision of these terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these terms, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by Sattva or any third-party beneficiary to enforce these terms or any provision thereof shall not waive Sattva’s or the applicable third-party beneficiary’s right to do so.