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Access To This Site

You agree to use this site only for the lawful purposes described in more detail in the “Restrictions on Use” section below. You agree not to take any action that might compromise the security of the site, render the site inaccessible to others or otherwise cause damage to the site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the site in any manner that might interfere with the rights of third parties. To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct, current, and complete. If Nikki Baksh believes the information you provide is not correct, current, or complete, we have the right to refuse you access to this site or any of

its resources and to terminate or suspend your access at any time, without notice.

Restrictions On Use

This site is provided solely for non-commercial, personal use, and/or so that you may learn about Nikki Baksh and the services provided. You may not use this site for any other purpose, including any commercial purpose, without prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission from Nikki Baksh personally. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Nikki Baksh: The Movement in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

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This site may be hyper-linked to other sites which are not maintained by, or related to, Nikki Baksh. The inclusion of any hyper-link to a third-party site does not imply endorsement, sponsorship or recommendation by Nikki Baksh of that site. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this site or Nikki Baksh has not reviewed any or all of such sites and is not responsible for the content of those sites. Nikki Baksh also makes no representations about the availability of hyper-linked sites. Hyper-links are to be accessed at the user's own risk, and Nikki Baksh makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyper-linked to this site. If you hyperlink to a site, please be aware that you will leave Nikki Baksh: The Movement's website and will become subject to the rules and conditions of the linked site(s). It is recommend that you make yourself aware of the Terms of Use of any sites you link to from Nikki Baksh's site.

Submissions

You hereby grant to Nikki Baksh the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Nikki Baksh through this site (together, hereinafter known as the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. Nikki Baksh will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future

Company operations. By making a Submission, you are guaranteeing to us that you have the legal right to post the content in the Submission and that it will not violate any law or the rights of any person or entity. Nikki Baksh will treat any personal information that you submit through this site in accordance with its Privacy Policy as set forth on this site.

Child Safety

Protecting the online privacy of children is especially important to Nikki Baksh, and those under the age of 18 are protected by federal law. For that reason, Nikki Baksh does not knowingly permit children under the age of 18 to become registered members of our sites or to buy goods and services on our sites, without verifiable parental consent. Nikki Baksh does not knowingly collect or solicit personal information about children under 18, except with their parent's express consent. If it is ever included, children under the age of 18 as part of the intended site audience, those specific web pages will, in accordance with the provisions of the Children's Online Privacy Protection Act (COPPA), be clearly identified and provide an explicit privacy notice; and Nikki Baksh will provide processes to obtain parental approval, provide access to information and allow parents to request removal of their children's personal information.

Downloading Materials

You understand that Nikki Baksh cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Nikki Baksh does not assume any responsibility or risk for your use of the Internet.

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Limitation On Liability

Nikki Baksh: The Movement, her subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages. In no event will the collective liability of Nikki Baksh: The Movement and her subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$100 or the amount you have paid to company for the applicable content, product or service out of which liability.

Indemnity

You will indemnify and hold Nikki Baksh: The Movement, her subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the “Indemnified Parties”) harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney’s fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site. Information you provide You may not post, send, submit, publish, or transmit in connection with this site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other rights of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;

- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, Nikki Baksh: The Movement reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither Nikki Baksh nor any third party that provides Content to Nikki Baksh: The Movement will assume or have any liability for any action or inaction by Nikki Baksh or such third party with respect to any submission.

Privacy Policy

What information is collected?

Information is collected from you when you register on this site, place an order, subscribe to the newsletter, respond to a survey or fill out a form.

When ordering or registering on this site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit this site anonymously.

What is your information used for?

Any of the information collected from you may be used in one of the following ways:

- To personalize your experience. Your information helps us to better respond to your individual needs.
- To improve this website. Nikki Baksh: The Movement continually strives to improve this website's offerings based on the information and feedback received from you.
- To improve customer service. Your information helps to more effectively respond to customer service requests and support needs.
- To process transactions. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.
- To administer a contest, promotion, survey or other site feature
- To send periodic emails. The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

Disclosure of information to outside parties.

Nikki Baksh: The Movement does not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist in operating this website, conducting business, tracking affiliate payments (your email is shared privately with Commission Factory so that we can track when an affiliate refers you to the website) or servicing you, so long as those parties agree to keep this information confidential. Nikki Baksh: The Movement may also release your information

when it is believed release is appropriate to comply with the law, enforce our site policies, or protect our and others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

How do we protect your information?

Implementing a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information is subject to the agreements from all sites collaborating with Nikki Baksh: The Movement. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be kept on file.

Do we use cookies?

Yes (Cookies are small files that a site or its service provider transfers to your computers hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information

Cookies help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. You may contracted with third-party service providers to assist us in better understanding site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

Third party links

Occasionally, at personal discretion, Nikki Baksh may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. Therefore, Nikki Baksh: The Movement has

no responsibility or liability for the content and activities of these linked sites. Nonetheless, Nikki Baksh seeks to protect the integrity of this site,

Children's Online Privacy Protection Act Compliance

Nikki Baksh is in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), and does not collect any information from anyone under 18 years of age. This website, products and services are all directed to people who are at least 18 years old or older.

Online Privacy Policy Only

This online privacy policy applies only to information collected through this website and not to information collected offline.

Your Consent

By using our site, you consent to this online privacy policy.

Changes To the Privacy Policy

If it is decided to change the privacy policy, posted changes will be reflected on this page. This policy was last modified on May 5th, 2021.

Contacting

If there are any questions regarding this privacy policy, you may contact Nikki Baksh using the contact page.

General Disclaimer

This website and all the information it contains is based on personal and professional experience of over 20 years. Everything shared is intended for educational and informational purposes only.

NikkiBaksh.com assumes no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on or material linked to on this site. The opinions are not necessarily the views of Nikki Baksh or Nikki Baksh: The Movement. NikkiBaksh.com does not control, monitor or guarantee the information contained in external websites that are linked to from this site, and does not endorse any views expressed or products or services offered therein.

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement

Please note that this agreement is entered into AT WILL and waives certain legal rights, including the right to take legal action for any reason for any injury or damages, howsoever caused. Please read carefully.

TO: Nikki Baksh: The Movement (“Nikki Baksh”) located in New York City and all their respective parties, directors, officers, members, employees, instructors, agents and representatives.

WAIVER OF LEGAL ACTION:

1. I agree and acknowledge that this agreement waives my right to pursue legal action of any kind for any reason including and not limited to injury or damages, howsoever caused as a pre-condition to using Nikki Baksh: The Movement services, online classes, group, private online, one-on-one instruction provided in-person, online series/trainings/workshops, streamed through live video, social media, or practiced later as a recorded

chat for participation in Yoga, Dance, Meditation, and Movement activities related to Nikki Baksh in further consideration of the owner allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”).

CONSULT A PHYSICIAN

2. I understand that Nikki Baksh: The Movement strongly recommends that I consult my physician or alternative therapist before beginning any exercise, wellness, movement or meditation program. I represent and warrant that I have no physical or mental condition, that would prevent full participation in Movement, Yoga, and Meditation. I agree to inform my instructor immediately of any physical or mental condition that I experience in Movement, Yoga and Meditation. I willingly enter and assume all risks involved for my participation.

TERMS OF USE

3. I understand the Terms of Use contained in the attached Schedule “A” and that the Nikki Baksh: The Movement services are provided in accordance with the Terms of Use.

ASSUMPTION OF RISK:

4. The assumption of risk while using Nikki Baksh: The Movement services and online classes is as follows:
 - a. I am fully aware and fully understand that Nikki Baksh: The Movement is not a licensed medical care provider and represents no expertise in diagnosing, examining, or treating medical conditions of any kind, or determining the effect of any specific exercise, meditation or breathing techniques for pre-existing medical conditions.

b. I understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If I engage in any exercises, movements, programs, and instructions provided by Nikki Baksh: The Movement, I agree that I do so at my own risk. By voluntarily participating in these activities, I legally assume all risk of injury to myself.

c. I understand that results from participating in activities provided by Nikki Baksh: The Movement or use of Yoga blocks, straps or props may vary between users.

d. I realize that professional instruction cannot prevent serious injury from participating in Yoga, Movement, Dance or Meditation.

e. I understand that it is my responsibility to select the courses and exercises that are appropriate for my level of skill and ability.

WAIVER AND RELEASE:

5. I hereby waive any and all claims which I may have against Nikki Baksh: The Movement, its owners, instructors, employees, and collaborators and release Nikki Baksh: The Movement, its owners, instructors, employees and collaborators from all liability for injury, death, property damage or any other loss sustained by me or my children as a result of participating in Yoga, Movement, Dance and/or Meditation activities provided by Nikki Baksh: The Movement, due to any cause whatsoever; including negligence, or breach of any statutory or other duty of care, including duty of care owed under the *Occupiers Liability Act*, RSBC 1996, c. 337, by the owners, instructors and/or the employees. I understand negligence includes the failure to take reasonable steps to safeguard and protect from risks, dangers, hazards of Yoga, Dance, Movement, and/or Meditation, use of Yoga blocks, straps, bolsters or any props used in any of the Nikki Baksh: The Movement videos including, but not

limited to, hand weights, resistance cables, exercise balls, yoga wheel, and all additional props.

LIABILITY OF OTHERS:

6. I appreciate that the Agreement limits the liability of the owners, instructors and employees to the same extent as it limits the liability of Nikki Baksh: The Movement even though they are not formal parties to the Agreement.

I AM 18 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND THE AGREEMENT, I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO TAKE LEGAL ACTION TOWARDS NIKKI BAKSH: THE MOVEMENT ITS OWNERS, INSTRUCTORS OR EMPLOYEES AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.

By “checking” the box or otherwise indicating assent electronically, by entering email address, et al. I agree on behalf of myself, my personal representatives, heirs and assigned to Nikki Baksh: The Movement release of liability, waiver of claims, assumption of risk and indemnity agreement as parent and/or guardian of the participant.

**IF I AM THE PARENT AND/
OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF MY CHILD/WARD, I HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS NIKKI BAKSH: THE MOVEMENT FOR ANY AND ALL CLAIMS, BY TO ON BEHALF OF OUR SAID CHILD IN RESPECT OF, OR ARISING OUT OF, ANY NEGLIGENCE, BREACH OF STATUTORY DUTY OF CARE AS IT RELATES TO THE USE OF NIKKI BAKSH: THE**

MOVEMENT ONLINE CLASSES OR GROUP OR ONE-ON-ONE
INSTRUCTION PROVIDED IN-PERSON OR ONLINE VIA VIDEO
CHAT.

By “checking” the box or otherwise indicating assent electronically I agree on behalf of myself,
my personal representatives, heirs and assigned to Nikki Baksh: The Movement release of liability, waiver of claims, assumption of risk and indemnity agreement as parent and/or guardian of the participant.

SCHEDULE “A”

TERMS OF USE

1. Private Lessons:
 - a. All members must sign a waiver prior to the beginning of the lesson. The waiver forms are available when you sign up for a membership and create a user account. Additional waivers can be emailed;
 - b. Available in-person or online via video chat; and
 - c. Additional participants to private sessions, in person or online, incur an additional charge of \$50 USD per person and the additional fee will be billed to the member, who initially booked the private session.
2. Refund and Cancellation Policy:
 - a. All sessions and pre-paid packaged sessions provided by Nikki Baksh: The Movement are non-refundable and there are no exceptions;

b. If a member wishes to cancel their session or class, that member must provide 24 hours advanced notice to Nikki Baksh: The Movement. If less than 24 hour notice is given, the member's account will be deducted for that session. If there are no remaining pre-paid sessions on the member's account, the member's credit card will be charged for the price of the session.

c. Private sessions may be canceled via email at info@nikkibaksh.com; and

d. In the event that a member wishes to cancel their membership, they may do so at any time. However, no refund will be issued for the membership nor any pre-paid session that remains on the account at the time of cancellation. The member must give at least 30 DAYS written notice of cancellation for monthly membership. All recurring monthly membership payments will stop at the time of cancellation.

e. All 'memberships' and online schedules are subject to change, at any time, for any reason.

3. Packages:

a. All packages and sessions (groups class and privates sessions) are valid for 3 months from the date of purchase. Expired packages or sessions cannot be used, no exceptions.

4. Privacy Policy:

a. Upon membership sign-up we will ask for personal information, such as your name, email address, user name and account password;

b. When you make a purchase on Nikki Baksh: The Movement website, we request payment card or other payment account information, such as address;

c. When you send an email to Nikki Baksh: The Movement, we will retain that communication in order to process your inquiries, respond to you requests and improve our services;

- d. All appropriate measures will be taken to secure your information; and
- e. We will never sell your personal information to a third party.

5. Disclaimer:

- a. The materials on Nikki Baksh: The Movement's website are provided "as is" for your information and personal use only and may not be downloaded, copied, distributed, sold or otherwise for any other purposes without the prior written consent from Nikki Baksh: The Movement. Further, Nikki Baksh: The Movement does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Nikki Baksh: The Movement website or otherwise relating to such materials or on any sites linked to the website.

6. Intellectual Property:

- a. All materials distributed, emailed for classes, given out or shown during workshops, are intended for personal use and are the sole ownership of Nikki Baksh: The Movement. These materials cannot be reproduced or used in any context without the express written consent of Nikki Baksh.

7. Terms of Use Modifications:

- a. Nikki Baksh: The Movement may revise these Terms of Use for its website at any time without notice. By using the Nikki Baksh: The Movement website you are agreeing to be bound by the then current version of these Terms of Use.

8. Governing Law:

- a. Any claim relating to Nikki Baksh: The Movement's website or private sessions shall be governed by the laws of the federal government of The United States of America.

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