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TERMS AND CONDITIONS, PRIVACY POLICY AND DISCLAIMER

Welcome!

The material appearing on these websites <https://www.angelarauscheryoga.com> and <https://healing.angelarauscheryoga.com> (the “Sites”), is provided as information about Angela Rauscher Yoga’s business, community, and people, and as a platform for online connection. The owner of the Sites, Angela Rauscher Yoga 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 Sites or material linked to the Sites.

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

TERMS AND CONDITIONS

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

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Rauscher Productions, Inc., a Corporation operating out of the State of New York (“**Angela Rauscher Yoga**”). Angela Rauscher Yoga may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of the Sites after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Angela Rauscher Yoga on the Sites 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 Angela Rauscher Yoga.
2. **Links to Third Party Websites.** The Sites may contain links to third party websites. All such linked sites, materials and pages are not under the control of Angela Rauscher Yoga and Angela Rauscher Yoga 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. Angela Rauscher Yoga accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of the Sites, enable you to connect with Angela Rauscher Yoga on various platforms, help Angela Rauscher Yoga offer the easiest services for you and conduct transactions.
3. **Use License.** If Angela Rauscher Yoga has materials on the Sites 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 Angela Rauscher Yoga 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.** Our refund policy for any of the services or products sold on the Sites is as follows. For higher ticket events, including teacher trainings and retreats, deposits are non-refundable. Partial refunds are available up to 60 days prior to the event.
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 Sites is for informational and educational purposes only. What we share is the opinion and perspective of Angela Rauscher Yoga. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefits that you'll get from our Sites, 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. **Sites Terms of Use Modifications.** Angela Rauscher Yoga may revise these Terms and Conditions for its Sites at any time without notice. By continuing to use the Sites after Angela Rauscher Yoga modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Angela Rauscher Yoga 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 Sites, even if Angela Rauscher Yoga has been notified orally or in writing of the possibility of such damage.
9. **Governing Law.** Any claim relating to Angela Rauscher Yoga's Sites shall be governed by the laws of the State of New York without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of the Sites, you indemnify Angela Rauscher Yoga 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 the Sites.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Angela Rauscher Yoga linked to these Terms and Conditions or contained on the Sites constitute the entire agreement between you and Angela Rauscher Yoga relating to your use of the Sites 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 Angela Rauscher Yoga. 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 Angela Rauscher Yoga 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

Angela Rauscher Yoga understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Rauscher Productions, Inc. and its subsidiaries and affiliates (collectively, “**Angela Rauscher Yoga**”) with respect to how Angela Rauscher Yoga collects your personal information. It also describes how Angela Rauscher Yoga maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Angela Rauscher Yoga via the Sites. This Privacy Policy also sets out how you can access certain information that Angela Rauscher Yoga 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**”).

Please note that the Sites may contain links to other third-party websites that are not controlled or operated by Angela Rauscher Yoga. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Angela Rauscher Yoga is not responsible for the content of such third-party websites or the privacy practices of such third parties. Angela Rauscher Yoga 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 Angela Rauscher Yoga and its Sites 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 Angela Rauscher Yoga at angela@angelarauscheryoga.com. You understand that if you withdraw your consent, Angela Rauscher Yoga may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Sites are not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Sites. Angela Rauscher Yoga does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Sites or through any of its features, register on the Sites, make any purchases through the Sites, use any of the interactive or public comment features of the Sites, 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 Angela Rauscher Yoga 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 Angela Rauscher Yoga might have any information from or about a child under 18, please contact us at angela@angelarauscheryoga.com.
- 3. Revisions to this Privacy Policy.** Angela Rauscher Yoga reserves the right, in Angela Rauscher Yoga’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. Angela Rauscher Yoga will treat your continued use of the Sites following such revision as your acceptance of the revised terms. All revisions will be posted to the Sites and will apply to any Personal Information collected on or after the date posted. Angela Rauscher Yoga 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. What Personal Information does Angela Rauscher Yoga collect and how is it processed?**
 - 4.1 What do we collect?** Angela Rauscher Yoga may directly collect your name, address, phone number and email address. There may be other information you provide but that



will not be collected by Angela Rauscher Yoga and instead will be collected by the third parties Angela Rauscher Yoga works with as outlined in 4.4.

4.2 Newsletter. We may send you a newsletter or other promotional materials. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.

4.3 Phone Number. We may collect your phone number and we may contact you via phone to contact you or if we feel there is information which would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

4.4 Third Parties. Angela Rauscher Yoga may work with third party applications in order to provide you with the best services on the Sites. 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 Angela Rauscher Yoga may work with on the Sites are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.4.1 MailChimp: <https://mailchimp.com/legal/privacy/>
- 4.4.2 Stripe: <https://stripe.com/privacy-center/legal>
- 4.4.3 Facebook: https://www.facebook.com/full_data_use_policy
- 4.4.4 Youtube: <https://www.youtube.com/static?gl=CA&template=terms>
- 4.4.5 Instagram: <https://help.instagram.com/402411646841720>
- 4.4.6 Calendly: <https://calendly.com/pages/privacy>
- 4.4.7 Zoom: <https://zoom.us/privacy>
- 4.4.8 Google Drive: <https://www.google.com/drive/terms-of-service/>
- 4.4.9 Paypal: <https://www.paypal.com/va/webapps/mpp/ua/privacy-full>
- 4.4.10 ClickFunnels: <https://signup.clickfunnels.com/privacy-policy>
- 4.4.11 Wix: <https://www.wix.com/about/privacy>
- 4.4.12 LearnDash: <https://www.learndash.com/privacy-policy/>
- 4.4.13 Patreon: <https://privacy.patreon.com/>

5. How will Angela Rauscher Yoga 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 Sites. Specifically:

- 5.1. Your credit card information will not be kept by Angela Rauscher Yoga but instead by one of the third parties listed in section 4.4 above;
- 5.2. Your name and e-mail address are collected but will not actually be stored on the Sites. Any information captured will be processed through third party websites in section 4.4 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 Sites.
6. **Storing Your Personal Information.** Angela Rauscher Yoga's web server may store your Personal Information when you interact with the Sites. **Angela Rauscher Yoga 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 Angela Rauscher Yoga.
7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Angela Rauscher Yoga 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 Sites and Angela Rauscher Yoga 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 angela@angelarauscheryoga.com.
9. **Do Not Track Signals.** Angela Rauscher Yoga 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 Sites 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 Sites and how long they stay there; and
 - 10.2. IP information for website and server security.
11. **Cookies.** The Sites uses 'cookies' to keep a record of the number of times you've visited the Sites and how you interacted with the Sites during each visit. In addition to this, the Sites also use cookies which are not absolutely essential for your use of the Sites. Your continued use of the Sites 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 Sites to your hard drive and can only be read and interpreted by the Sites' 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? Aside from being an awesome word generally, cookies help the Sites understand how you interact while visiting the Sites and what your preferences are and thus can improve your experience on the Sites. If you do not want cookies from the Sites, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Sites, but of course it is your choice to do so.



- 12. Disclosure of Personal Information.** Angela Rauscher Yoga will NEVER sell or license any Personal Information we collect from you. Angela Rauscher Yoga is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Angela Rauscher Yoga, you agree to be bound to and consent to the provisions of our third parties' privacy policies.

 - 12.1.** In the event that Angela Rauscher Yoga changes its practices or does sell your Personal Information, you will be notified and you will be able to opt-out of Angela Rauscher Yoga selling your Personal Information by contacting us at angela@angelarauscheryoga.com.
- 13. Jurisdiction.** This privacy policy and the use of the Sites are governed by the laws of the **United States and the State of New York**. If a dispute arises under this policy, we agree to first resolve it through binding arbitration to take place in the State of New York.
- 14. Your Consent.** By choosing to provide Angela Rauscher Yoga 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.** Angela Rauscher Yoga 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 4.4 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. Angela Rauscher Yoga 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.** Angela Rauscher Yoga will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Angela Rauscher Yoga 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 Angela Rauscher Yoga over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Angela Rauscher Yoga's control.
- 18. Verifying and Amending Your Personal Information.** Angela Rauscher Yoga 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 angela@angelarauscheryoga.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Angela Rauscher Yoga at any time or seek to make corrections to it.
- 19. Resolving your concerns.** If you have any questions or concerns about Angela Rauscher Yoga's Personal Information collection, use and disclosure practices, please let us know at angela@angelarauscheryoga.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 the Sites and any of Angela Rauscher Yoga’s social media profiles, and how you access our content and services, either as a paying customer or simply a website visitor.

1. **Qualifications.** Angela Rauscher Yoga and its operators may hold the following qualifications and professional certifications related to Angela Rauscher Yoga: Registered Yoga Teacher, Certified Reiki Master, MFA. Angela Rauscher Yoga makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on the Sites by Angela Rauscher Yoga is professional advice. This is simply a compilation of content and services that Angela Rauscher Yoga is providing. Angela Rauscher Yoga 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 Angela Rauscher Yoga’s services are not a substitute for professional advice.
3. **Social Media.** This Disclaimer applies to Angela Rauscher Yoga’s Sites, content, services, and all social media. Specifically:
 - 3.1. Instagram: @angelarauscher
 - 3.2. Facebook: @angelarauscheryoga;
 - 3.3. Facebook Group: Let’s Heal Together
4. **No Guarantees.** You understand that Angela Rauscher Yoga 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 Sites. 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 Sites is for informational and promotional purposes only.
6. **Not a Client.** By accessing and using the Sites, there is no client-professional relationship created between you and Angela Rauscher Yoga. 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 Sites, 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 Sites 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 Sites 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 Sites.
8. **No Warranties.** Angela Rauscher Yoga makes no promises that the Sites 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 Sites. To the maximum extent permissible by State of New York laws, Angela Rauscher Yoga disclaims all warranties regarding all information, products and services offered on or through the Sites.
9. **Reach Out.** Please feel free to connect with Angela Rauscher Yoga to ask us any questions. All communications should be directed to angela@angelarauscheryoga.com.

With Love,
Angela Rauscher Yoga