Terms and Conditions

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Before you get started, it's important for you to understand your responsibilities as a participant ( “You”) and for you to understand that you are entering into an agreement with Benessere Fresno which is designed to protect Benessere Fresno and the Instructors and outline the relationship between the Member and the Instructors.

THIS IS A BINDING CONTRACT, PLEASE READ IT CAREFULLY.

Upon completion of the Member Payment or Free Registration process you affirmatively agree to be bound by these Terms and Conditions ("Terms"), but you also are deemed to have accepted them (and any changes that have been published on this page) by accessing or using the Website, Live Stream, and Video content delivered via email (the "Content"). It is your responsibility to check this page from time to time to review any changes to these Terms.  If you are not prepared to agree to all these Terms (including changes published on this page, then you must cease accessing the Service and must delete any materials that you have downloaded or copied from the Site or through the Service.

1. Description of Service

The Service includes a platform for the purchase and use of digital content, which allows users to purchase a subscription therefore becoming a Member and then stream pre-recorded audio and video content over the Internet for personal use. All content is delivered through Member’s email.

1. Benessere Fresno Accounts

Members must create a Benessere Fresno Account in order to access a paid Service. You may only create a Benessere Fresno Account if:

* 1. You are at least 13 years old, and if you are less than 18 years old, you have the permission of your parent or guardian;
	2. You provide your legal full name, valid email address, zip code, and any other information requested during the signup process.

It's up to you to protect the security of your account and your password. Benessere Fresno will not be liable for your losses caused by any unauthorized use of your account, but you may be liable for the losses of Benessere Fresno or others due to such unauthorized use.

1. Your obligations
	1. You agree that you may not:
		1. use your account to breach security of another account or attempt to gain unauthorized access to another network or server, and that not all areas of the site may be available to them or other authorized users of the site.
		2. interfere with anyone else's use and enjoyment of the site or other similar services.
		3. download any Content unless you see a "download" or similar link displayed by Benessere Fresno on the Service for that Content.
		4. copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes or circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein, without the prior written consent of Benessere Fresno or the respective licensors of the Content.
		5. If you violate systems or network security, you may incur criminal or civil liability.
	2. Payments and Fees
		1. A valid credit card or PayPal account is required for booking unless the service is listed as “Free”
	3. Refund Policy
		1. When You book a class Benessere Fresno charges their credit card or PayPal account at the time of sign-up. The class fee is paid up front. You may cancel up to 24 hours before the start of the class. Benessere Fresno does not provide refunds due to this easy cancellation policy.
		2. No Sharing. You may not share, give or sell their password or username to any other person or entity.
		3. Fraudulent Use. Benessere Fresno reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.
	4. **Health and Medical Concerns.**
		1. The Content includes information and instruction relating to stretching, and physical movement with the intent to release muscle tension. Such movements could be construed as exercise and fitness. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated.
		2. If You experience any pain or discomfort, You will listen to your body, discontinue the activity, and reach out to the Instructor. You assume full responsibility for any and all damages, which may incur through participation.
		3. Before participating in any exercise program or using any fitness products or services that may be described and/or made accessible in or through the Content, we strongly recommend that You consult with a physician or other healthcare provider. Benessere Fresno, and the Instructor and any future Instructors are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.
		4. You acknowledge and agree that the following warnings and disclaimers shall apply to all such information, instruction, products and services. The Content is not a substitute for medical attention, examination, diagnosis or treatment. Stretching exercises is not recommended and is not safe under certain medical conditions.
		5. You understand that it is your responsibility to consult with a physician prior to and regarding my participation in the stretching exercises provided in Content. You represent and warrant that you are physically fit and have no medical conditions that would prevent you from full participation in the stretching exercises provided in the Content. You affirm that You alone are responsible to decide whether to practice stretching exercises and participation is at your own risk.

You should never disregard medical advice or delay seeking it because of a statement you have listened to or read in the Content. The Content should not be used in lieu of advice given by qualified medical professionals such as your doctor or registered dietitian. It is important that Content is used only in conjunction with qualified medical guidance. If You know or suspects that you may be pregnant, have an eating disorder, have diabetes, a heart condition, or have any other physical or medical condition, it is imperative that You seeks the advice of your doctor prior to using the Content.

You must always consult your doctor before beginning an exercise or dietary program. Keep the following checklist in mind when developing your program in conjunction with your health care provider, but also bear in mind that the checklist is not exhaustive and does not take the place of a consultation with your healthcare provider.

* + - 1. After exercise do you frequently experience chest pains?
			2. Do you get dizzy when you exercise?
			3. Are you breathless after exercising?
			4. Do you take medication for high blood pressure?
			5. Do you have joint problems?
			6. Do you have a medical condition, which might need special attention when exercising, for example diabetes?
			7. Have you been physically active in the past?
			8. Do you have a heart condition that requires supervised physical activity?

If you experience any discomfort or pain during an exercise routine you must immediately cease the activity and seek the assistance of a physician.

1. Rights of Benessere Fresno and Release and Waiver of Liability
	1. In consideration of voluntarily participating in the stretching exercises offered by the Instructor, You agree to assume a full responsibility for any risks, injuries or damages, known or unknown, which You might incur as a result of participating in the program. You hereby agree to irrevocably release and waive any claims that you have now or may have hereafter against the Instructors and Benessere Fresno. You further expressly agree that this Release and Waiver of Liability, is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
	2. *Benessere Fresno Makes No Representations or Warranties.*

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