

niuyoga
Terms and Conditions of Use
Effective as of September 25, 2013

Lynne T. Murphy DBA niuyoga (the "Company") maintains the Website located at <http://www.niuyoga.com> (the "Website"). By using the Website, you accept and agree to be bound by all of the following Terms and Conditions.

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As between you and the Company, Company owns, solely and exclusively, all right, title and interest in and to the Website and all content including audio, photographs, illustrations, graphics, video, software, data and materials thereon (collectively, the "Content"), the look and feel of the Website, the compilation of the Content on the Website, and any intellectual property rights therein. Your use of the Website does not grant you ownership of any Content you may access on these Website. You may not download the Content displayed on the Website unless Content is specifically indicated for "download". You may not remove or alter any intellectual property legends or notices contained on the Content. You may not distribute, modify, transmit, reuse, repost, or make derivative works using any of the Content for commercial purposes.

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The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Website or on Content are registered or unregistered Trademarks of the Company and others and may not be used unless authorized by the trademark owner. Nothing contained on the Website should be construed as granting any license or right to use any Trademark without our written permission or that of the trademark owner. Your misuse of any Trademark is strictly prohibited.

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Links

Some pages on the Website include links to other websites. The Company has not reviewed any of these websites and is not responsible for the content of these websites. The Company provides these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Company. Termination of Access Company may terminate or suspend your access to all or part of the Website, without notice, in its sole discretion. Such termination or suspension may occur for any conduct that Company believes is a violation of these Terms and Conditions, is in violation of any applicable law, or is harmful to the interests of Company and its users.

Indemnity

You agree to defend, indemnify and hold Company and its officers, employees, independent contractors and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees, arising in any way from your use of the Website, your placement or transmission of any content or other materials through the Website, or your breach or violation of the law or of these Terms and Conditions. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Company’s defense of such claim.

Changes to the Terms and Conditions

Company may at any time revise these Terms and Conditions by updating this posting

and changing the effective date indicated above. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

Privacy Policy

Information provided by users to the Company is governed by the Company's privacy policy. By using the Website, you signify your acceptance of this Privacy Policy. We encourage you to read the privacy policy at your convenience. Click here for the link to our privacy policy: http://www.niuyoga.com/welcome_files/privacy%20policy.pdf

Governing Law

Any legal action brought against the Company shall be governed by the laws of the State of Florida without regard to its conflicts-of-law rules. Any claim asserted against the Company shall be heard and determined in the federal or state courts located in Sarasota County in the state of Florida. Users of the Website agree not to commence any litigation relating to the use of any of the Website, except in courts located in the county of Sarasota in the state of Florida.

Contact Information

To contact Company please email us at: web@niuyoga.com

By using the Website, you agree to receive electronic communications from the Company, whether addressed to the e-mail address associated with your account or posted on the Website.

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