

# \$69 A Month Unlimited Virtual Classes and Library - 1 Year Contract

## VIDEO STREAMING & LIBRARY ACCESS AGREEMENT

This **VIDEO STREAMING & LIBRARY ACCESS AGREEMENT** (the "Agreement") is entered into and made effective as of , 2021 (the "Effective Date")

### BETWEEN:

, having a primary address at , (hereinafter referred to as "CLIENT"),

### AND

**ALIGN BALLET METHOD, INC**, a corporation, incorporated under the laws of the state of California, having its principal place of business at [ENTER PRINCIPAL PLACE OF BUSINESS] (hereinafter referred to as "COMPANY")

Hereinafter, Company and Client may collectively be referred to herein as the "Parties," and individually as a "Party".

### RECITALS:

**WHEREAS**, COMPANY provides virtual classes and video streaming library access ("Services");

**WHEREAS**, CLIENT is desirous of obtaining such Services, and COMPANY hereby accepts to provide such Services to CLIENT, pursuant to the terms of this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

### 1. TERM

1.1. The term of this Agreement shall commence upon the Effective Date and, unless otherwise renewed in accordance with Section 1.2 hereof, continue in full force and effect for twelve (12) months ("Initial Term").

1.2. At the end of the Initial Term, this Agreement and the Services hereunder will automatically renew for consecutive terms of 1 month (each a "Renewal Term"), unless CLIENT provides notice of its decision not to renew at least 10 days before the end of the then-current Initial Term or Renewal Term (as applicable) in writing to COMPANY at the electronic mail address indicated beneath COMPANY's signature on the execution page of this Agreement.

1.3. The notice of non-renewal will be effective upon the conclusion of the then-current Initial Term or Renewal Term (as applicable).

### 2. ACCESS & ACCESS FEE

2.1. CLIENT shall pay to COMPANY, and COMPANY shall accept from CLIENT a monthly recurring fees of \$69.00 ("Access Fee") for Monthly Unlimited Virtual Classes and Library Access. Access Fee shall be charged automatically to CLIENT's authorized credit card or checking account ACH charges via autopay. CLIENT hereby represent and warrants that CLIENT is the holder of the credit card or an authorized signatory on the checking account.

2.2. By payment of initial Access Fee, CLIENT hereby agrees to pay a recurring Access Fee as an automatic charge to CLIENT credit card, or automatic debit to CLIENT checking account each month during the Term of this Agreement and Renewal Terms unless CLIENT gives a notice of non-renewal in accordance with section 1.2 of this Agreement.



2.3. In the event that CLIENT's credit card or checking account fails to authorize the charge of the Access Fee for any reason, CLIENT shall pay a charge of ten U.S. Dollars (\$10) as a late fee if CLIENT do not provide a valid credit card or checking account ACH information to COMPANY within ten (10) calendar days of the original rejection date.

2.4. CLIENT expressly acknowledge, accept and agree that COMPANY may refuse to provide the Services hereunder to CLIENT if CLIENT's account becomes more than thirty (30) calendar days past due.

2.5. CLIENT expressly acknowledge, accept and agree that my membership with Align Ballet Method is non-transferable. COMPANY expressly reserves the right in its sole discretion to cease and/or suspend all or any part of the Services to CLIENT without notice to CLIENT if COMPANY determines in its sole discretion that continuing service to CLIENT will prove detrimental to COMPANY.

2.6. CLIENT hereby acknowledge that the volume of data consumed by accessing the Services and video Content may be high and Access Fee do not cover any charges for internet usage. CLIENT is solely responsible for any internet usage or charges that CLIENT ISP may apply in relation to accessing Service and video Content.

### 3. COMPANY RIGHTS & OBLIGATIONS

3.1. COMPANY expressly reserves the right in its sole discretion to cease and/or suspend all or any part of the Services to CLIENT without notice to CLIENT if COMPANY determines in its sole discretion that continuing service to CLIENT will prove detrimental to COMPANY.

3.2. COMPANY agrees to provide virtual;

(a) three (3) weekly one (1)-hour beginner classes;

(b) three (3) weekly seventy-five (75)-minute intermediate classes;

(c) one (1) weekly one (1)-hour pointe class; and

(d) unlimited access to COMPANY's virtual library.

3.3. COMPANY reserves the right in its sole discretion to modify the schedule, library content, instructors, and/or any other element COMPANY determines in its sole discretion to be necessary for the successful management of this program.

### 4. RELATIONSHIP OF THE PARTIES

4.1. This Agreement shall not render COMPANY an agent, employee, partner, or joint venturer with CLIENT for any purpose. COMPANY is and will remain an independent contractor for all purposes in COMPANY's relationship with Client.

4.2. **Non-Exclusive Relationship.** Nothing in this Agreement shall prohibit or restrict COMPANY from representing, performing services for, and contracting with as many additional clients, persons, or companies as COMPANY, in COMPANY's sole discretion, sees fit.

### 5. CLIENT RESPONSIBILITIES

5.1. CLIENT hereby agrees as follows;

5.1.1 to comply with the instructions of COMPANY's employees, instructors, and agents.

5.1.2. to ensure that CLIENT is in good health and have the prerequisites for the Training Services.

5.1.3. CLIENT shall not or interfere with the COMPANY's platform and/or the Services' operation or the servers or networks that host the platform and/or the Services.

5.1.4. CLIENT shall not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services or any content found on or originating from the



platform including any Video made available on the platform for training purposes.

5.1.5. COMPANY, COMPANY's employees, instructors, and agents shall NOT be responsible for any accident or injury during the Training Services.

## 6. PROPRIETARY RIGHTS

6.1. Notwithstanding anything to the contrary herein, COMPANAY retains the ownership of all copyright and other intellectual property rights in the Training Services and Training Materials, including but not limited to any documentation, data, material, knowledge, technical information and know-how provided to CLIENT.

## 7. DISCLAIMER & LIABILITY

ss7.1. CLIENT expressly agree that COMPANY, its directors, officers, employees, personnel, agents, contractors, affiliates, or licensors shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for lost profits, goodwill, use, data or other intangible losses, resulting from the use or the inability to use the services and/or the videos or for any other claim related in any way to CLIENT use of the videos or services. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of COMPANAY shall be limited to the extent permitted by law.

7.2. The videos and services are provided without guarantees of any kind. COMPANY does not guarantee, represent, or warrant that CLIENT's use of the videos or services will be uninterrupted or error-free. CLIENT agree that the videos and/or services may be removed at any time without notice or liability to CLIENT.

## 8. Force Majeure.

8.1. Notwithstanding anything to the contrary contained herein, COMPANY shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, pandemic, fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, omissions or delays in acting by any governmental authority or the other party, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, COMPANY agrees to make a good faith effort to perform its obligations hereunder.

## 9. GENERAL PROVISIONS

9.1. **Counterparts.** This Agreement may be executed in two or more counterparts (including by portable document format (PDF)), each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

9.2. **Electronic Signatures.** Electronic signatures shall be treated in all respects as having the same force and effect as original signatures.

9.3. **Governing Law.** The Parties intend all provisions of this Agreement to be enforced to the extent permitted by law. This agreement shall be governed and construed under and in accordance with the laws of the state of [ENTER STATE]. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the terms included herein will continue in full force and effect.

9.4. **Arbitration of Disputes.** Any dispute or claim that arises out of or relates to this Agreement, or that relates to the breach of this Agreement or that arises out of or that is based upon this Agreement shall be resolved by through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA").

9.5. **Interpretation.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.

9.6. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement of the Parties hereto and can only be amended with the written consent of both Parties or otherwise as mutually agreed by both Parties.



**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the Effective Date.

March 29, 2025

**CLIENT**

Type Your Full Legal Na

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# Signature Certificate

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1 Year Contract



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## Audit

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online activity and events recorded for this contract.

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