

SOUL YA YOGA LLC

CONSUMER BOOKING TERMS AND CONDITIONS

Please read these Terms carefully. By booking, purchasing, registering for, scheduling, attending, accessing, or participating in any Services offered by Soul Ya Yoga, you acknowledge that you have read, understood, and agree to be bound by these Consumer Booking Terms and Conditions (these “Terms”).

These Terms are entered into by and between **Soul Ya Yoga LLC**, a Minnesota limited liability company, together with its owner, members, managers, employees, contractors, instructors, facilitators, volunteers, agents, representatives, successors, and assigns (collectively, “Soul Ya Yoga,” “we,” “us,” or “our”), and the individual purchasing, booking, receiving, or participating in the Services (“you” or “your”).

1. Scope and Application

These Terms govern consumer purchases and participation in Soul Ya Yoga’s general wellness and movement offerings, including private sessions, couples or partnered sessions, group classes, workshops, limited series, virtual sessions, educational wellness offerings, and coaching-style services made available directly to individual consumers through our website, scheduling platform, payment processor, email, messaging, or other approved booking channels (collectively, the “Services”).

These Terms apply in addition to any required waiver, informed consent, intake form, posted studio policy, package terms, promotional terms, or offering-specific terms presented at the time of booking. If you register for a retreat, corporate engagement, private group booking, or special event that is subject to separate written terms, those separate terms will supplement or, where expressly stated, control over these Terms.

2. Eligibility to Book and Participate

You represent that you are at least eighteen (18) years of age and legally able to enter into binding agreements, or that a parent or legal guardian has completed the booking and any required documentation on your behalf where participation by a minor is permitted.

Soul Ya Yoga reserves the right to decline, limit, suspend, or terminate any booking or participation where we reasonably determine that doing so is necessary for safety, compliance, scheduling integrity, business operations, or appropriate professional boundaries.

3. Nature of the Services

Soul Ya Yoga provides wellness, movement, mindfulness, bodywork, educational, and coaching-style offerings designed to support general well-being, relaxation, self-awareness, and personal practice. The Services may include yoga, meditation, Yoga Nidra, breathwork, Reiki or

energy work, Thai Yoga Bodywork, mobility-based instruction, private sessions, workshops, guided practices, and related offerings.

The Services are not medical care, mental health treatment, psychotherapy, physical therapy, diagnosis, or any other licensed healthcare service unless expressly stated in writing and legally authorized. Coaching or spiritual life coaching services, if offered, are educational and supportive in nature and are not therapy, counseling, or medical treatment.

4. Booking and Scheduling

All bookings are subject to availability and are not guaranteed until confirmed by Soul Ya Yoga through our scheduling platform, payment platform, email confirmation, text confirmation, or other written communication.

You are responsible for reviewing the details of your booking at the time of confirmation, including the date, time, duration, format, and location of the Service. You are also responsible for providing accurate contact information and promptly notifying Soul Ya Yoga of any correction needed in your booking details.

Soul Ya Yoga may offer individual sessions, class passes, workshops, multi-session packages, limited series, or other formats from time to time. The specific details of the Service you purchase, including pricing, included sessions, format, expiration period if any, and usage terms, will be those presented at the time of purchase.

5. Fees and Payment

You agree to pay all fees, charges, and applicable taxes associated with the Services you purchase at the rates in effect at the time of booking. Payment is due at the time of booking unless Soul Ya Yoga expressly offers a different payment arrangement in writing.

If a payment plan or installment option is offered and you elect to use it, you agree to make all scheduled payments in full and on time according to the terms presented at checkout or otherwise agreed in writing. If a payment method is declined, expires, is reversed, or otherwise fails, Soul Ya Yoga may suspend access to future Services until the balance is paid in full.

All payments are processed through third-party payment providers. By submitting payment information, you authorize Soul Ya Yoga and its payment processors to charge the applicable payment method for the Services purchased and for any authorized fees arising under these Terms.

6. No Refunds; Limited Exceptions

Except as expressly stated in writing by Soul Ya Yoga, all sales are final and all fees paid are non-refundable.

Because Soul Ya Yoga reserves time, capacity, and administrative resources for each booking, you acknowledge that refunds are generally not offered for missed appointments, unused sessions, changes in your schedule, changes in personal preference, relocation, loss of interest, dissatisfaction based on subjective expectations, or partial use of a package, series, or program.

If Soul Ya Yoga cancels a Service and does not provide a reasonable substitute, rescheduled session, or credit, Soul Ya Yoga may, at its sole discretion, provide a refund, account credit, or transfer to another offering. Any such accommodation will be limited to the amount actually paid for the affected Service.

Nothing in these Terms limits any non-waivable rights you may have under applicable law.

7. Rescheduling, Late Cancellation, and No-Show Policy

You agree to honor the time reserved for your session, class, or other Service.

For private sessions, including bodywork, private yoga, private breathwork, private coaching-style sessions, and similar one-on-one appointments, at least twenty-four (24) hours' advance notice is required to cancel or reschedule without penalty, unless Soul Ya Yoga publishes a different notice period for a specific offering.

If you cancel or request to reschedule with less than the required notice, fail to appear, arrive too late to meaningfully conduct the session, or otherwise do not attend, Soul Ya Yoga may treat the appointment as used in full and retain the fee paid. If the booking was made through a package, membership, or multi-session purchase, the missed session may be deducted from the package or treated as redeemed.

For classes, workshops, and group offerings, cancellation, transfer, and credit policies may vary by offering and may be stated at the time of booking. If no specific policy is stated, Soul Ya Yoga may issue a credit rather than a refund where reasonable, but is not obligated to do so.

8. Late Arrival

You are responsible for arriving on time and being ready to begin at the scheduled start time.

If you arrive late to an in-person or virtual session, Soul Ya Yoga may shorten the session so that it ends at the originally scheduled time. Full payment remains due and the session may be treated as fully delivered.

If you are materially late, Soul Ya Yoga may determine, in its reasonable discretion, that it is not appropriate or feasible to begin the session. In that case, the session may be treated as a late cancellation or no-show.

9. Package Terms, Credits, and Expiration

If Soul Ya Yoga offers packages, bundles, series, or prepaid sessions, those purchases are personal to you, non-transferable unless expressly approved in writing, and may not be shared, assigned, resold, or redeemed for cash.

Unless otherwise stated in writing at the time of purchase, all packages, session bundles, and credits must be used within the stated validity period and expire automatically at the end of that period. Expired sessions, credits, or package balances have no cash value and are not refundable.

Soul Ya Yoga may, in its sole discretion, extend an expiration date or grant a temporary pause in limited circumstances, but has no obligation to do so.

10. Memberships and Recurring Plans

If Soul Ya Yoga offers memberships, subscriptions, or recurring billing arrangements, you authorize recurring charges according to the billing terms disclosed at the time of enrollment.

You are responsible for reviewing the billing frequency, renewal terms, included Services, and any cancellation notice requirements before enrolling. Unless otherwise stated in writing, any request to cancel a recurring plan must be submitted before the next billing date to avoid charges for the next renewal period.

Any benefits associated with a membership or recurring plan, including discounted rates, session allotments, or priority access, end upon termination of the plan except as otherwise stated in writing.

11. Changes to Services, Schedules, and Instructors

Soul Ya Yoga reserves the right to modify schedules, locations, session lengths, instructors, facilitators, delivery format, offerings, and reasonable elements of the Services where necessary for business, operational, health, safety, weather, venue, travel, technology, or other legitimate reasons.

Soul Ya Yoga may substitute an instructor, move a Service online, change a start time, relocate a class or session, or make comparable adjustments without liability, provided the essential nature of the purchased Service is substantially preserved.

If Soul Ya Yoga determines that a Service cannot be provided as reasonably intended, Soul Ya Yoga may cancel the Service and provide a rescheduling option, transfer, credit, or other reasonable accommodation in its discretion.

12. Virtual Services and Technology

If you participate in a virtual or online Service, you are responsible for maintaining a reasonably safe physical environment and for ensuring access to suitable technology, internet connectivity, and any required platform or device.

Soul Ya Yoga is not responsible for disruptions, interruptions, delays, or reduced quality caused by your internet connection, hardware, software, environment, or user error. If technical problems arise on Soul Ya Yoga's side, we will use commercially reasonable efforts to provide a reschedule, substitute session, replay access where appropriate, or other reasonable accommodation.

13. Participant Conduct and Professional Boundaries

You agree to engage with Soul Ya Yoga and other participants respectfully and in good faith. Harassing, abusive, discriminatory, threatening, sexualized, disruptive, or otherwise inappropriate behavior is strictly prohibited.

You understand that Soul Ya Yoga may establish and enforce reasonable boundaries regarding communication, scheduling, touch, session scope, environment, and participant conduct. Any conduct that compromises safety, professional integrity, or the quality of the Service may result in immediate termination or refusal of service.

If your participation is ended for conduct-related reasons, Soul Ya Yoga may retain fees already paid to the fullest extent permitted by law.

14. Waiver and Required Documentation

Participation in many Services is conditioned on your completion of required documentation, which may include a waiver and release of liability, informed consent, intake form, health information form, or parent/guardian consent for a minor where applicable.

If you do not complete required documentation or if Soul Ya Yoga reasonably determines that participation is not appropriate without additional information or conditions, Soul Ya Yoga may refuse or delay the Service. In such event, any refund, credit, or transfer will be determined by Soul Ya Yoga in its reasonable discretion unless otherwise required by law.

15. Communications and Consent to Contact

By booking a Service, you consent to receive communications from Soul Ya Yoga related to your bookings, reminders, account activity, required forms, schedule changes, follow-up information, and customer support. These communications may be delivered by email, text message, phone call, or messaging platform using the contact information you provide.

You are responsible for maintaining current contact information and for monitoring messages related to your bookings. Soul Ya Yoga is not responsible for missed communications caused by inaccurate contact information, spam filtering, or device settings.

16. Intellectual Property and Use of Materials

Any classes, recordings, written materials, guided practices, handouts, downloads, video content, audio content, or other materials provided by Soul Ya Yoga in connection with the Services are

owned by Soul Ya Yoga or used with permission and are provided for your personal, non-commercial use only.

You may not copy, reproduce, distribute, publish, sell, sublicense, record, retransmit, modify, create derivative works from, or commercially exploit any such materials without Soul Ya Yoga's prior written consent.

If Soul Ya Yoga provides access to prerecorded or replay content, that access is limited, revocable, personal to you, and subject to any usage period or platform rules disclosed at the time of purchase.

17. Chargebacks and Payment Disputes

You agree to contact Soul Ya Yoga first in good faith to attempt to resolve any billing issue before initiating a chargeback or payment dispute.

If you initiate a chargeback or payment dispute for a charge that is valid under these Terms, Soul Ya Yoga reserves the right to provide relevant booking records, communications, signed forms, attendance information, and transaction data to the payment processor or financial institution in order to contest the dispute.

Soul Ya Yoga further reserves the right to suspend future bookings and access to Services while any chargeback or payment dispute remains unresolved.

18. Limitation of Liability

To the fullest extent permitted by law, Soul Ya Yoga shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of opportunity, revenue, profits, goodwill, or data, arising out of or relating to the Services, bookings, scheduling, virtual access, or these Terms, even if advised of the possibility of such damages.

To the fullest extent permitted by law, Soul Ya Yoga's total aggregate liability arising out of or relating to the Services or these Terms shall not exceed the amount you actually paid to Soul Ya Yoga for the specific Service giving rise to the claim.

Nothing in these Terms excludes liability that cannot be excluded or limited under applicable law.

19. Force Majeure

Soul Ya Yoga shall not be responsible for any delay, interruption, rescheduling, reduction, modification, or inability to perform the Services caused by events beyond our reasonable control, including illness, emergency, severe weather, natural disaster, fire, labor disruption, travel disruption, venue closure, public health event, governmental order, utility or internet outage, platform failure, or other force majeure event.

In such circumstances, Soul Ya Yoga may provide a substitute format, rescheduling option, credit, or other reasonable accommodation in its discretion, but shall not be liable for consequential losses or expenses incurred by you.

20. Governing Law and Venue

These Terms are governed by the laws of the State of Minnesota, without regard to conflict of laws principles.

Any dispute arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in Minnesota, and you consent to the personal jurisdiction and venue of those courts.

21. Miscellaneous

These Terms constitute the entire agreement between you and Soul Ya Yoga with respect to the consumer booking and purchase of the Services covered here and supersede prior discussions or understandings on that subject, except for any separate written agreement, waiver, retreat terms, corporate engagement terms, offering-specific terms, or addendum expressly incorporated by reference.

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Soul Ya Yoga's failure to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other provision. No amendment or waiver is effective unless made in writing by Soul Ya Yoga. Soul Ya Yoga may update these Terms from time to time, and the version in effect at the time of your booking will apply to that booking unless otherwise stated.

These Terms may be accepted electronically, and electronic assent, electronic signatures, and click-through acceptance shall be deemed valid and enforceable to the fullest extent permitted by law.

22. Acknowledgment

By booking, purchasing, scheduling, accessing, or participating in any Services, you acknowledge that you have carefully read these Terms, understand them, and agree to be legally bound by them.