

# The Hot Yoga Spot — Terms & Conditions

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**Effective Date:** January 1, 2011 **Last Updated:** April 21, 2026

These Terms and Conditions ("Terms") govern your use of the website located at thehotyogaspot.com (the "Site") and any SMS (text message) communications you receive from The Hot Yoga Spot ("we," "us," "our"). By accessing the Site or receiving our text messages, you agree to be bound by these Terms. If you do not agree, please do not use the Site or subscribe to our SMS messages.

These Terms do not govern your attendance at a class, purchase of a membership, or use of our studio facilities — those relationships are governed by our separate membership agreement, liability waiver, and studio policies.

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## 1. About Us

The Hot Yoga Spot is a yoga studio business with multiple locations, operating the Site at thehotyogaspot.com. Questions about these Terms can be sent to the contact information in Section 13.

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## 2. Eligibility

You must be at least 18 years old to create an account, subscribe to SMS messages, or otherwise transact with us through the Site. If you are under 18, you may only use the Site with the involvement and consent of a parent or legal guardian.

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## 3. Accounts

Some portions of the Site may allow or require you to create an account. You are responsible for:

- Providing accurate and current information
- Keeping your password confidential
- All activity that occurs under your account

Notify us promptly if you believe your account has been accessed without your authorization. We reserve the right to suspend or terminate accounts that violate these Terms.

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## 4. Acceptable Use

When using the Site, you agree not to:

- Use the Site for any unlawful purpose or in violation of any applicable law or regulation
- Attempt to gain unauthorized access to the Site, our systems, or other users' accounts

- Interfere with or disrupt the Site, including by introducing viruses, malware, or automated scraping
- Impersonate any person or misrepresent your affiliation with any person or entity
- Use the Site to harass, threaten, or defame others
- Copy, reproduce, or redistribute content from the Site without our written permission, except as expressly permitted by these Terms

We reserve the right to investigate and take appropriate legal action against anyone who violates this section.

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## 5. Intellectual Property

All content on the Site — including text, graphics, logos, images, photographs, audio, video, and software — is owned by The Hot Yoga Spot or our licensors and is protected by U.S. and international copyright, trademark, and other intellectual property laws.

"The Hot Yoga Spot," our logo, and any related names and marks are trademarks of The Hot Yoga Spot. You may not use these marks without our prior written permission.

You are granted a limited, non-exclusive, non-transferable license to access and view the Site for your personal, non-commercial use. Any other use — including reproduction, modification, distribution, or republication — is strictly prohibited without our prior written consent.

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## 6. SMS (Text Message) Terms

This section applies to all SMS communications sent by The Hot Yoga Spot. It is in addition to (and should be read together with) our Privacy Policy.

**6.1 Program description.** The Hot Yoga Spot operates two SMS programs:

- **Staff Reminders** — operational reminder messages sent to independent contractor teachers who have not submitted their required after-class accountability checklist within a defined time window after class ends.
- **Customer Notifications** — booking confirmations, cancellations, schedule changes, and administrative notifications sent to class participants where we have obtained prior consent.

**6.2 How you consent.** You consent to receive SMS messages from us in one of the following ways:

- For teachers — through your signed contractor agreement and reconfirmation during account setup in our staff application.
- For class participants — by providing your phone number and affirmatively opting in through a form, checkbox, or similar mechanism where our SMS program is described.

**6.3 Opt-out.** You may cancel your SMS subscription at any time by replying **STOP** to any message. After you reply STOP, we will send one confirmation message and you will receive no further SMS

messages from that program unless you re-subscribe.

**6.4 Help.** For help, reply **HELP** to any of our messages, or contact us at the information in Section 13.

**6.5 Message and data rates.** Message and data rates may apply depending on your mobile carrier and plan. The Hot Yoga Spot is not responsible for any charges your carrier may impose.

**6.6 Message frequency.** Message frequency varies based on operational needs. Teachers typically receive a small number of reminder messages per week. Class participants typically receive fewer messages, and only in connection with bookings or schedule changes.

**6.7 Carrier liability.** Carriers are not liable for delayed or undelivered messages.

**6.8 Supported carriers.** Our SMS program is available through most major U.S. mobile carriers, but delivery is not guaranteed on every carrier or in every geographic area.

**6.9 No sale of phone numbers.** We do not sell, rent, or share phone numbers collected for SMS purposes with third parties for marketing. Phone numbers are shared only with our SMS service provider (currently Twilio) for the sole purpose of delivering the messages described above.

**6.10 Changes to the program.** We may modify or discontinue an SMS program at any time, with or without notice.

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## 7. Third-Party Links and Services

The Site may contain links to third-party websites, applications, or services that are not owned or controlled by The Hot Yoga Spot. We are not responsible for the content, privacy practices, or availability of any third-party site or service. Accessing a third-party site is at your own risk, and we encourage you to review the terms and privacy policies of any third-party site you visit.

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## 8. Disclaimers

**The Site is provided "as is" and "as available," without warranties of any kind, either express or implied.** To the fullest extent permitted by applicable law, we disclaim all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make it available are free of viruses or other harmful components.

**Health and fitness content.** Any wellness, yoga, nutrition, or fitness information on the Site is provided for general informational purposes only and is not medical advice. You should consult a qualified healthcare provider before starting any exercise program, particularly if you have a pre-existing condition or injury.

## 9. Limitation of Liability

To the fullest extent permitted by applicable law, The Hot Yoga Spot, its owners, officers, employees, contractors, and affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages — including lost profits, lost data, or personal injury — arising out of or related to your use of the Site or any SMS messages you receive from us, even if we have been advised of the possibility of such damages.

Our total aggregate liability for any claim arising out of or relating to the Site or these Terms will not exceed one hundred U.S. dollars (\$100), except where such a limitation is not permitted by applicable law.

This section does not limit liability for physical injury sustained during in-studio activities, which is addressed in our separate liability waiver and membership agreement.

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## 10. Indemnification

You agree to indemnify, defend, and hold harmless The Hot Yoga Spot and its owners, officers, employees, contractors, and affiliates from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Site; (b) your violation of these Terms; or (c) your violation of any rights of another person or entity.

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## 11. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the "Last Updated" date at the top of this document and, for material changes, provide notice through the Site or by email where appropriate. Your continued use of the Site after updated Terms are posted constitutes acceptance of those changes.

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## 12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-law principles. You agree that any dispute arising out of or relating to these Terms or the Site will be brought exclusively in the state or federal courts located in Albany County, New York, and you consent to the personal jurisdiction of those courts.

Nothing in this section prevents either party from seeking injunctive or equitable relief in a court of competent jurisdiction.

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## 13. Contact Us

If you have questions about these Terms, contact us at:

**The Hot Yoga Spot** 1475 Western Ave. Albany, NY 12203 Email: [jessica@thehotyogaspot.com](mailto:jessica@thehotyogaspot.com)  
Phone: 518-219-8133 Website: <https://thehotyogaspot.com>