

Terms & Conditions

Last Modified: November 10, 2025

Introduction

These Terms & Conditions (the “Terms”) constitute a binding agreement between you (“you” or “your”) and Costa Yoga (“Costa Yoga,” “we,” “us,” or “our”). These Terms govern your access to and use of our website at www.costayogastudio.com (the “site”), mobile application, booking services, classes, memberships, events, products, and other services (collectively, the “Services”). By accessing or using the Services, or by purchasing any product or service from Costa Yoga, you agree to these Terms. Please read these Terms carefully before using the Site or any of the Services.

Acceptance of Terms

By using the Services you represent and warrant that you have read, understood, and agree to be bound by these Terms and any policies incorporated by reference (including our Privacy Policy and membership or waiver documents). Additional terms may apply to specific products, promotions, classes, or events.

Age & Capacity

To use the Services, you must be at least eighteen (18) years old. By registering or using the Services, you represent and warrant that you meet these age and capacity requirements.

Changes to These Terms

We may revise these Terms at any time. Material changes will be posted on our site or otherwise communicated. Continued use of the Services after changes are posted constitutes acceptance of the revised Terms.

Relationship to Other Policies

Our Privacy Policy is incorporated into these Terms by reference. You agree that your use of the Services will comply with the Privacy Policy and any other applicable notices, policies, or terms.

Account Registration & Security

Where account creation is required, you agree to provide accurate, current, and complete information and to update it as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us immediately of any unauthorized use. We may suspend or terminate accounts that are inactive, compromised, or used in violation of these Terms.

Memberships, Subscriptions & Recurring Billing

Memberships and subscription services (collectively, “Memberships”) are described on our site or at our studio and are governed by the Membership agreement you accept at sign-up. Unless otherwise stated, Memberships renew automatically at the end of each billing period, and you authorize us to charge the payment method on file for all recurring fees and applicable taxes until you cancel in accordance with the Membership terms. Cancellation procedures and any applicable notice periods are detailed in your Membership agreement. Fees are nonrefundable unless otherwise specified.

Bookings, Cancellations & No-Shows

All class bookings must be made through our app, website, or at the studio. Our cancellation, late arrival, and no-show policies are set out separately and form part of these Terms. Please review those policies carefully before booking. Failure to comply with booking rules may result in forfeiture of class credits, charges, or suspension of booking privileges.

Purchases, Pricing & Promotions

Products and services are offered subject to availability. We reserve the right to modify prices, promotions, or product descriptions at any time. Mistakes or errors in pricing may be corrected. Promotional codes, gift cards, and discounts are subject to terms and expiration dates and may not be combinable.

Payment Processing & Refunds

Payment Processing

Payments for classes, memberships, workshops, private sessions, and product purchases are processed through third-party payment processors. By purchasing through our Services, you authorize us to charge the payment method you provide. Costa Yoga does not store full payment card numbers or CVV codes on our servers. You represent and warrant that you are authorized to use the payment method you provide.

Refunds & Billing Disputes

Refunds, when permitted by these Terms or by specific product/service terms, will be issued to the original payment method within 7–14 business days after approval. Any fees charged by payment processors or banks may be nonrefundable. If you believe a billing error has occurred, contact the studio promptly so we can investigate and, if appropriate, correct the error.

Returns & Exchanges (Products)

Certain retail products sold through our Site or studio may be eligible for return or exchange. Unless a different return policy is stated at the time of purchase, our general return policy is:

- Eligible returns must be initiated within thirty (30) days of the order date.
- Returned products must include proof of purchase (order number or receipt) and must be returned in unused, unopened, and resalable condition.
- Refunds for eligible returns will be issued to the original payment method.
- To begin a return, visit the studio with your proof of purchase; staff will provide return instructions.

Certain items may be final sale or subject to different return windows (e.g., sale/clearance items). Product listings will indicate if different return terms apply.

Resale & Commercial Use Prohibited

Products purchased through the Site or directly from Costa Yoga are intended for personal, noncommercial use only. You may not purchase products for the purpose of resale, export, or other commercial distribution. We reserve the right to refuse, suspend, or cancel orders, deny access to the Site, or terminate accounts of users we reasonably believe are purchasing for resale or otherwise abusing our purchasing process.

Use Restrictions & Prohibited Conduct

You may use the Services only for lawful, personal, noncommercial purposes. You agree not to: (a) use automated tools to access or copy content; (b) interfere with the operation or security of the Services; (c) post or transmit unlawful, abusive, defamatory, obscene, or otherwise objectionable content; (d) infringe the intellectual property rights of others; or (e) impersonate another person. We reserve the right to remove content and to suspend or terminate users who violate these rules.

User Content; License to Use

If you submit or post photos, reviews, or other content (“User Content”) to Costa Yoga or any public area of the Services, you grant Costa Yoga and its affiliates a nonexclusive, royalty-free, perpetual, worldwide right to use, reproduce, modify, publish, distribute, and display that User Content for promotion, marketing, and other business purposes (subject to applicable law). You represent that you own or control the rights to your User Content and that its use by Costa Yoga does not violate third-party rights. We do not guarantee preservation or availability of User Content and may remove it at our discretion.

Intellectual Property

All content provided by Costa Yoga—text, images, logos, designs, audio, video, software, and other materials—is owned or licensed by us. You may not copy, reproduce, republish, or otherwise exploit our content without prior written consent.

Reviews, Testimonials & Social Media

If you provide a review or testimonial, you grant us permission to use it (including your name and likeness) in our marketing materials. When linking to third-party social platforms, you accept the terms and privacy settings of those platforms.

Health & Safety; Medical Advice

Information provided through the Services is not medical advice. Participation in yoga or fitness classes involves inherent risks. You should consult a physician before beginning any exercise program, especially if you have existing medical conditions. You agree to follow instructor guidance and to disclose any health conditions or limitations necessary for safe participation.

Waivers, Assumption of Risk & Release

Participation requires signing a studio waiver or release of liability. Waivers are enforceable to the fullest extent permitted by law and form part of these Terms. You assume all risk of injury, loss, or damage arising from participation.

Disclaimers of Warranties

The services and all content are provided “as is” and “as available” without warranties of any kind. To the maximum extent permitted by law, Costa Yoga disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and noninfringement. We do not warrant that the services will be uninterrupted, secure, or error-free.

Limitation of Liability

To the maximum extent permitted by applicable law, Costa Yoga and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or use. Our aggregate liability for direct damages arising from these terms shall not exceed \$100 or the amount you paid us in the prior 12 months, whichever is greater, except where such limitations are prohibited by law.

Indemnification

You agree to indemnify, defend, and hold harmless Costa Yoga and its officers, employees, agents, and affiliates from and against any losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from (a) your breach of these Terms, (b) your negligence or willful misconduct, or (c) your User Content or conduct on the Services.

Termination & Suspension

We may suspend or terminate your access to all or part of the Services at any time for conduct that we believe violates applicable law or these Terms or is harmful to other users, without prior notice.

Termination does not affect rights or obligations accrued prior to termination.

Force Majeure

We are not responsible for failures or delays caused by events beyond our reasonable control, including natural disasters, acts of government, labor disputes, internet or infrastructure failures, epidemics, or other force majeure events.

Electronic Communications & Mobile Messaging

By providing a mobile number, you consent to receive text messages, including appointment reminders and promotional messages, where permitted by law. Message and data rates may apply. You may opt out of marketing messages as described in the message or via the studio. Consent to receive messages is not a condition of purchase.

Governing Law & Jurisdiction

These Terms are governed by the laws of the State of Florida without regard to conflict-of-law principles. Except as provided in any binding dispute resolution agreement below, you agree that state or federal courts located in Seminole County, Florida have exclusive jurisdiction over disputes that cannot be resolved through arbitration.

Dispute Resolution & Arbitration

Please read this section carefully — it affects your rights.

Informal Resolution. Before initiating formal proceedings, you agree to attempt to resolve any dispute informally by sending written notice to Costa Yoga at the address below and allowing 30 days to resolve the matter.

Arbitration. If the dispute is not resolved informally, either party may require that the dispute be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration will take place in Seminole County, Florida unless the parties agree otherwise. The arbitrator's decision will be final and binding, and judgment may be entered in any court of competent jurisdiction.

Waiver of Jury Trial & Class Actions. To the fullest extent permitted by law, you and Costa Yoga each waive the right to a jury trial and agree to resolve disputes in individual arbitration only. You agree not to participate in a class action or class arbitration.

Exceptions. Either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property or confidential information.

If any provision of this arbitration section is found unenforceable, the remaining provisions will remain in force.

Intellectual Property Infringement Claims

We respect intellectual property rights. If you believe your copyrighted work has been used without authorization, please send a written notification with the information required under the DMCA to our designated agent at the contact address below.

Notices

We may provide notices by posting on the Services, via phone, or by postal mail. You accept electronic communications as adequate notice for matters related to your account and these Terms.

Miscellaneous

Assignment: We may assign our rights and obligations under these Terms; you may not assign your rights without our consent.

Severability: If any provision is invalid or unenforceable, the remaining provisions will remain in effect.

Entire Agreement: These Terms, together with referenced policies (including the Privacy Policy), constitute the entire agreement between you and Costa Yoga regarding the Services.

No Waiver: Our failure to enforce a provision is not a waiver of that provision.

Contact Information

For questions about these Terms, dispute notices, DMCA claims, or other legal notices, contact:

Costa Yoga

Phone: 321-444-1047

Email: hello@costayogastudio.com

Address: 1976 Alafaya Trail #1220, Oviedo, FL 32765