WEBSITE TERMS AND CONDITIONS

A. The following are the terms and conditions for use of Dance4Healing, a website with the domain name Dance4Healing.com.

B. The website is hosted and maintained by the Dance4Healing Webmaster.

C. By accessing and using the website, you (“the User”), agree to be legally bound by the terms and conditions as are set forth in this notice. The User is therefore urged to familiarize him or herself with these terms and conditions prior to the usage of the website. If the User does not wish to be bound by these terms and conditions, then he or she may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.

1. User PRIVACY

   1.1 To ensure acquaintance with and awareness of the privacy measures and policies of Dance4Healing, the User acknowledges that he/she has read and understood the underlying privacy clauses incorporated in these terms and conditions.

   1.2 The User may visit the website without providing any personal information.

   1.3 For Dance4Healing to continually assess the popularity and use of the website and improve it for the Users, the website server will collect information to ensure the number of visits, average time spent at the website, pages viewed, etc.

2. User CONDUCT

   2.1 The User agrees that the use of this website will be for lawful purposes only and that no modification of the material or content will be permitted.

   2.2 In order to create an account and access the content of Dance4Healing, you need to (1) be 18 years of age or older, or be 13 years of age or older and have your parent or guardian’s consent to the Agreements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

   2.3 The User agrees that any registration information submitted is true, accurate, and complete.

   2.4 The User agrees that he/she will not use this website for any unlawful purpose, including but not limited to: a) commercial purposes; b) commission of a criminal offense (including but not limited to defaming, abusing, harassing, stalking, threatening or otherwise violating any legal rights of others; c) transmit unlawful material; including but not limited to:

      • publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
      • uploading files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity);
      • uploading files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer;
      • falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded onto the website; d) gain unauthorized access to other computer systems, with intention to harvest or otherwise collect information about others, including e-mail addresses, without their consent; or e) violate any applicable laws or regulations.
3. UPDATING OF THESE TERMS AND CONDITIONS

3.1 Dance4Healing reserves the right to, from time to time and at its own discretion, change, modify, add to, or remove from portions or the whole of the terms and conditions. Changes to the terms and conditions will become effective upon such changes being posted to the website. It is thus the User’s obligation to, at all times, check the terms and conditions on the website for changes or updates.

3.2 The User’s continued use of the website following the posting of changes or updates will be considered notice of the User’s acceptance to abide by and be bound by the terms and conditions, including such changes or updates.

4. LIMITATION OF LIABILITY

4.1 The User agrees to access and use this site entirely at your own risk and all content on the website is provided “as is” without any warranty or condition of any kind.

4.2 Dance4Healing makes no representations or warranties of any kind, whether express or implied: a) as to the suitability, reliability, availability, timeliness and accuracy of content on the website; b) that the functions provided by the website will be uninterrupted or error-free, or that the website or the server is free from viruses or other harmful components.

4.3 While Dance4Healing will take every effort is made to ensure that the information provided on the website is current and accurate, the User should not assume that the information on the website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website and the User acknowledges that he / she will not hold at fault Dance4Healing, its parent companies, subsidiaries, affiliates, directors, employees, officials, suppliers, agents and/or representatives, in any circumstances, and will keep the aforementioned fully indemnified from and against any loss or damage suffered, or liability incurred, in respect of any third party, which arises from the User’s use of the website. Such loss or damage may include but not limited to, any defamatory, offensive or illegal conduct of other the User(s) or third parties.

4.4 The User acknowledges that he / she will not hold Dance4Healing, its parent companies, subsidiaries, affiliates, directors, employees, officials, suppliers, agents and/or representatives liable for any direct, indirect, punitive, incidental, consequential damages, or any damages whatsoever arising from the use of this website regardless of how the damages arise, which damages may include but not limited to:

   a) damages for loss of data or profits, arising out of or in any way connected with the use or performance of the website, including but not limited to claim, demand, or damage, injury caused by any failure of performance or errors, omission, inaccuracy, interpretation, deletion, defect, delay in accessing material or content of the website, viruses, connection failures, theft, alteration of use, attorneys’ fees, or any other action asserted by any third party due to or arising out of your use of or conduct on the website;

   b) incompleteness of material or content on the website;

   c) errors, omissions or inaccuracy of material or content on the website;

   d) the delay or inability to use the website or related services;
5. PROPRIETARY RIGHTS TO CONTENT

5.1 Dance4Healing retains copyright in the website and all current and future content that is displayed on the website which is not owned by third parties.

5.2 The User acknowledges that content, including but not limited to text, graphics or other material contained in either sponsor advertisements or electronically distributed, commercially produced information presented to him/her by the website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

5.3 The User may make a copy of this content for his/her personal, non-commercial use only, provided that he/she keeps all copyright and other proprietary notices intact.

5.4 The User may not, for any commercial purpose without written prior consent of Dance4Healing, modify, copy, reproduce, duplicate, republish, resell, upload, post, transmit, or distribute in any way content available through the website and its associated web sites.

6. EXTERNAL LINKS

6.1 This website provides links to other websites.

6.2 The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external links is done so at the User’s own risk.

6.3 Third party advertising and promotional material may be displayed on the site from time to time, and the display of such material should not be construed as Dance4Healing endorsing or creating any relationship between Dance4Healing and that third party. Reliance on any such promotional or advertising material is entirely at the User’s own risk.

7. LINKING

Any third party wishing to link the website to their website must obtain permission from Dance4Healing by directing such request to the webmaster, using the contact details in Clause 11 below and permission may be granted on terms and conditions agreed to by Dance4Healing.

8. TERMINATION

Dance4Healing may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account, you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
9. AMENDMENTS
Dance4Healing reserves the right to make changes and/or terminate access to any part or the entire website and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

10. APPLICABLE LAWS
The laws of California, U.S.A., excluding California’s conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these Terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, U.S.A., and you and Dancing4Healing consent to personal jurisdiction in those courts.

11. THIS IS THE ENTIRE AGREEMENT
These terms and conditions constitute the entire agreement with respect to use of the website and supersede any and all previous agreements, either verbal or written, with respect to the use of this website.

12. CONTACT DETAILS
In the event that the User needs to contact Dance4Healing for purposes related to these terms and conditions, the following contact details may be used:

Email: hello@Dance4healing.com
Phone number: 562-281-5188
13. COPYRIGHT NOTICE
All contents of the website are:
Copyright © Dance4Healing 2016.
Any rights not expressly granted herein are reserved.