

Danceapply Website Terms of Service

Last Updated: January 5th, 2023

Danceapply (“we”, “us”, or “our”) operates the website www.danceapply.com (the “Site”) and provides the ability to connect dancers and dance companies for the purpose of registering for auditions (the “Services”), as well as other information and services we may post. The Site and the Services are made available to you only under the following terms of service (the “Terms”).

By accessing, browsing, or using this Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service. If you do not agree to these Terms, you should not use or access this Site. We reserve the right to revise these Terms at any time by updating this posting. You are encouraged to review these Terms each time you use the Site because your use of the Site after the posting of changes will constitute your acceptance of the changes. Agreement to these Terms also constitutes your agreement to the Danceapply Privacy Policy (the “Privacy Policy”), which are incorporated herein.

Use of the Site

Message: One feature of the Site is the ability to contact us via message through the Site. In the event that you send a message, you represent and warrant that: (a) all required information that you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Registration Fees: In order to apply and/or register for events using our Services on the Site, you will have to provide certain personal and financial information as prompted by the Site. You represent and warrant that all required registration information you submit is truthful and accurate. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your information or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. In our sole and absolute discretion, we may issue refunds to you depending on the circumstances surrounding the event in question, but in no instance shall a refund be guaranteed.

Access to Features of Online Services: Subject to these Terms, we grant you a limited, non-exclusive, nontransferable personal license to access and use the Site. We reserve the right, in our sole discretion and without notice to you, to revise the Services available on the Site and to change, suspend, or discontinue any aspect of the Site. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty.

Use of Third-Party Offerings: You may be able to access applications, websites, content, products, or services provided by third parties through links that are made available on the Site

or are required as part of your membership. We refer to all such applications, websites, content, services, and products as “Third-Party Offerings.” If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). We are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use, or purchase any Third-Party Offerings.

Payment Terms: Once you select any of the Services, you may be charged the applicable price upon order confirmation. All payments will be charged in accordance with the method chosen by you. If applicable, you agree to pay the price applicable for the Services as of the time you submitted your order and any applicable taxes. All payments are made through third-party payment processors, such as Stripe, or other processors as we deem fit. By purchasing the Services, you also agree to the terms of service applicable to the payment processor used by us.

Disclaimers, Limitations, and Exclusions of Liability

Disclaimer: The information contained in the Site is provided for informational purposes only.

Limited Warranties:

THE SITE, ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES RELATED TO THE FOREGOING, AND THE SERVICES RECEIVED BY YOU ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE. WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE OR SERVICES, AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SITE OR SERVICES.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE SITE PROVIDES COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY, OR REMOVE CONTENT, MEDIA, INFORMATION, OR ANY OTHER MATERIAL FROM THE SITE AND FROM THE OUTPUT OF THE SITE. YOU UNDERSTAND THAT WE HAVE DEVELOPED OUR TECHNOLOGIES TO FIND INFORMATION THAT WE BELIEVE WILL BE MOST RELEVANT AND INTERESTING TO YOU. ACCORDINGLY, WE MAY, IN OUR DISCRETION, FILTER OUT LINKS TO CONTENT AGGREGATORS, SEARCH ENGINES, OR

OTHER ONLINE SERVICES WHOSE TECHNOLOGIES AND SERVICES, IN OUR OPINION, ARE INCONSISTENT WITH THESE OBJECTIVES.

Limitation of Liability:

USE OF OUR SITE AND/OR THE SERVICES RECEIVED BY YOU ARE AT YOUR OWN RISK. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, THE SITE, OR THE SERVICES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE SITE, OR THE SERVICES EXCEED THE GREATER OF FIFTY DOLLARS (U.S. \$50.00) OR THE AMOUNTS YOU HAVE PAID TO COMPANY IN THE PRIOR SIX (6) MONTHS HEREUNDER.

YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE SITE AND THE SERVICES TO YOU, AND WE WOULD NOT PROVIDE THE SITE OR SERVICES TO YOU WITHOUT THIS LIMITATION.

Indemnification:

YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND DANCEAPPLY, ITS SUBSIDIARIES, DIVISIONS, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF DEFENSE, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING FROM OR RELATED TO YOUR ILLEGAL USE OF THE SITE, YOUR VIOLATION OF THESE TERMS OR THE PRIVACY POLICY, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

Additional Terms

Governing Law: These Terms will be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of law principles that may require the application of the law of another jurisdiction.

Disputes:

Any dispute relating in any way to your visit to or use of the Site, to the Services you purchase through the Site, or to your relationship with us will be submitted to confidential arbitration in Pennsylvania. You hereby consent to and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Pennsylvania. Arbitration under these Terms will be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator's award will be final and binding and may be entered into as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms

will be joined to an arbitration involving any other party subject to this Terms, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with the use of this Site or these Terms must be filed within one (1) year after such claim of action arose or be forever banned.

Modifications to Terms:

We may change these Terms from time to time. Any such changes will become effective upon the earlier of thirty (30) calendar days following our dispatch of an email notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Services. If you object to any such changes, your sole recourse will be to cease using the Site and the Services. Continued use of the Site or the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes.

Waiver; Remedies:

The failure of us to, partially or fully, exercise any rights or the waiver of any breach of these Terms of Service by you will not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of us under these Terms and any other applicable agreement between you and us will be cumulative, and the exercise of any such right or remedy will not limit our right to exercise any other right or remedy.

Contact Us

Please send your feedback, comments, and requests for technical support by email at:

Email: info@danceapply.com

Last Updated: January 5th, 2023