

## Terms & Conditions

### Move Dance Theatre at East Bay Dance Centre | Terms and Conditions

Effective Date: December 2023

Welcome to

#### Move Dance Theatre at East Bay Dance Centre

("we," "us," or "our"). By accessing or using our website, related digital platforms, or other services (collectively, the "Services"), you agree to be bound by these Terms and Conditions ("Terms"). Please read these Terms carefully. If you do not agree, you must discontinue use of our Services.

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### 1. Acceptance of Terms

#### 1.1

##### Binding Agreement

These Terms form a legally binding agreement between you ("user" or "you") and **Move Dance Theatre at East Bay Dance Centre**. Your access to, and use of, the Services indicates your acceptance of these Terms in their entirety.

#### 1.2

##### Updates to Terms

We reserve the right to modify these Terms at any time. When we do, we will update the

Effective Date at the top of this page. Your continued use of our Services after any modifications indicates your acceptance of the updated Terms.

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## **2. Eligibility**

### 2.1

#### Age Requirement

You must be at least 18 years old (or the age of majority in your jurisdiction) to use our Services. If you are under the required age, you may use the Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

### 2.2

#### Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws, rules, and regulations when using our Services.

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## **3. Privacy Policy**

### 3.1

#### Data Collection

Any personal information you provide to us through the Services is subject to our [Privacy

Policy]. By using our Services, you consent to the collection and use of your information in accordance with our Privacy Policy.

## 3.2

### SMS Communications

Your use of our SMS features, including opt-in, subscription, and communications, is governed by our Privacy Policy and any applicable guidelines (including Twilio's A2P rules) regarding the handling of personal data.

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## 4. Intellectual Property

### 4.1

#### Ownership

All content on our website, including text, images, graphics, logos, videos, and other materials ("Content"), is the property of **Move Dance Theatre at East Bay Dance Centre** or its licensors and is protected by intellectual property laws. Unauthorized use of such materials may violate copyright, trademark, and other laws.

### 4.2

#### License to Use

We grant you a limited, non-exclusive, non-transferable license to access and use the Services solely for your personal, non-commercial use. You may not modify, reproduce, distribute, create derivative works, publicly display, or exploit our Content without our prior written permission.

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## **5. User Conduct**

### 5.1

#### Prohibited Activities

You agree not to:

Use the Services for any unlawful or fraudulent purpose. Violate the rights of others, including intellectual property or privacy rights. Upload or transmit viruses, malware, or other harmful code. Engage in any conduct that may disrupt or interfere with the operation or security of the Services.

### 5.2

#### User-Generated Content

If you post or submit any content via our Services (e.g., comments, reviews, messages), you represent and warrant that you have the right to share that content and that it does not infringe upon the rights of any third party. You grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, and distribute any user-generated content for the purpose of operating and promoting the Services.

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## **6. SMS and Communications**

### 6.1

#### Opt-In

By providing your phone number and opting into our SMS services, you agree to receive messages regarding promotions, updates, and other relevant information. Message frequency may vary.

## 6.2

### Opt-Out

You can opt out of SMS communications at any time by replying “STOP” to our text messages or contacting us directly. For more information on how we collect and use your information, please consult our Privacy Policy.

## 6.3

### Standard Messaging Rates

Standard messaging and data rates may apply, depending on your mobile plan and carrier. You are responsible for such charges.

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## **7. Third-Party Links and Services**

Our Services may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. You access third-party sites at your own risk, and you agree that we will not be liable for any loss or damage arising from your use of such sites.

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## 8. Disclaimer of Warranties

Our Services are provided on an “as is” and “as available” basis. To the fullest extent permissible under applicable law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

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## 9. Limitation of Liability

To the maximum extent permitted by law, **Move Dance Theatre at East Bay Dance Centre** and its affiliates, officers, employees, agents, or licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or related to your use of the Services. Our total liability to you for any claim relating to the Services shall not exceed the amount, if any, paid by you to us for the specific service or product giving rise to the claim.

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## 10. Indemnification

You agree to defend, indemnify, and hold harmless **Move Dance Theatre at East Bay Dance Centre** and its affiliates, officers, employees, and agents from and against any and all liabilities, claims, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to your breach of these Terms, your use or misuse of the Services, or your violation of any rights of a third party.

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## 11. Governing Law and Dispute Resolution

These Terms and any disputes arising out of or related to them shall be governed by and construed in accordance with the laws of the state in which **Move Dance Theatre at East Bay Dance Centre** is headquartered, without regard to its conflict of law principles. Any legal action or proceeding arising from or related to these Terms shall be brought exclusively in the courts located in that state, and you consent to the personal jurisdiction of such courts.

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## 12. Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to the Services at any time and without prior notice, if we believe you have violated these Terms or if we deem it necessary to protect the integrity of the Services.

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## 13. Miscellaneous

Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and **Move Dance Theatre at East Bay Dance Centre** regarding your use of the Services. Severability: If any provision of these Terms is deemed unlawful, void, or unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. No Waiver: Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of that right or provision. Assignment: You may not assign or transfer these Terms or any of your rights or obligations hereunder without our prior written consent.

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## **14. Contact Us**

If you have any questions or concerns about these Terms, or if you wish to report any violations, please reach out to us at:

### **Move Dance Theatre at East Bay Dance Centre**

1318 Glenfield Avenue

Oakland, CA

94602

Thank you for taking the time to review these Terms and Conditions. By using our Services, you agree to abide by them and acknowledge that you have read and understood all provisions herein.

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