

## **ICONS Terms of Use**

**Effective Date: March 1st, 2016**

The website [www.danceicons.org](http://www.danceicons.org) is owned and operated by International Consortium for Advancement in Choreography, Inc. (“**ICONS**” or “**we**,” “**our**” or “**us**”). These “**Terms of Use**” govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms of Use (each a “**Site**”) (including, without limitation, both mobile and online versions), and also applies to your use of interactive features, widgets, plug-ins, content, downloads and/or other services that we own and control and make available through a Site and/or that posts a link to these Terms of Use (collectively, the “**Service**”), regardless of how you access or use them, whether via personal computers, mobile devices or otherwise.

In addition, please review the Service’s [Privacy Policy](#), which governs our collection and use of your information. *By using our Service, you consent to our Privacy Policy and Terms of Use and you agree to all legal notices, conditions, and guidelines set forth below.*

### **1. What is the Scope of These Terms of Use?**

#### **(a) Applicability of Terms of Use**

These Terms of Use apply to all users of our Service, including all aspects of and pages within [www.danceicons.org](http://www.danceicons.org). The Site Content (defined below) is provided as a courtesy to our users and is intended for general, informational and educational purposes only. All information from our Service is subject to change without notice. We permit you to access and use this Service for personal, non-commercial, and educational purposes only, and hereby give you permission to download and print Site Content for the sole purposes of viewing, reading, and retaining for reference the materials for non-commercial and educational use. Any other copying, distribution, retransmission, or modification of Site Content, whether in electronic or other form, without our express prior written permission is strictly prohibited. If you wish to become a subscriber or registered user of the Service, you must read the Terms of Use and Privacy Policy and indicate your acceptance of them.

#### **(b) Third Party Websites**

Our Service may contain links to third-party websites that are not owned or controlled by ICONS. ICONS has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party websites. In addition, ICONS is unable and unwilling to censor or edit the content of any third-party website. Accordingly, we encourage you to be aware when you leave our Service and to read the terms and conditions and privacy policy of each website that you visit. If you decide to access any other websites linked to our Site, you do so entirely at your own risk.

## 2. Who Owns the Content of the Service?

### (a) Site Content

The content on the Service, including without limitation, any material descriptions, FAQs, newsletters, blogs, bulletins, literature, software, scripts, graphics, photos, interactive features, products, services and the like (“**Site Content**”) and the trademarks, service marks and logos contained therein (“**Marks**”), are all owned by or licensed to ICONS, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Your use of the Service in no way grants you any ownership interest or rights in the Site Content or Marks contained on the Service. Site Content is provided to you “AS IS” for your informational, personal, non-commercial or educational use only and may not be reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of ICONS. ICONS reserves all rights not expressly granted in and to the Service and the Site Content. If you download or print a copy of the Site Content for personal, non-commercial or educational use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with any security related features of the Service or features that prevent or restrict use or copying of any Site Content or enforce limitations on use of the Service or the Site Content.

### (b) Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ICONS without restriction.

## 3. How Can I Become a Member of ICONS?

Users can sign up for an ICONS membership (a “**Membership**”) by submitting personal and payment information through the Service. Should you choose to purchase a Membership through the Service, you agree that you will pay for your purchase, and that Paypal may charge you, on behalf of ICONS, for your Membership and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Membership. All Memberships are non-cancelable and all Membership fees are non-refundable once purchased.

## 4. Who is Liable for My Use of the Service?

### (a) Warranty Disclaimer

**You agree that your use of the Service shall be at your sole risk. To the fullest extent permitted by law, ICONS, its officers, directors, employees, affiliates and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof. ICONS makes no warranties or representations about the accuracy or completeness of the Site Content or the content of any websites linked to the Service and assumes no liability or responsibility for any (i) errors, mistakes, omissions or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Service, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, technical, or other information stored therein, (iv) any interruption or cessation of transmission to or from our Service, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our Service by any third party, and/or (vi) any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed,**

transmitted, or otherwise made available via the Service. ICONS does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by any third party through the Service or any hyperlinked website. Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you.

**(b) Limitation of Liability**

In no event shall ICONS, its officers, directors, employees, affiliates or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of the Site Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Service or Site Content, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, technical or other information stored therein, (iv) any interruption or cessation of transmission to or from our Service, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our Service by any third party, or (vi) any loss or damage of any kind incurred as a result of your use of any Site Content posted, e-mailed, transmitted, or otherwise made available via the Service, whether based on warranty, contract, tort, or any other legal theory (including negligence), and whether or not ICONS is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Certain states limit the scope of disclaimers. Accordingly, these limitations may not apply to you.

**(c) Indemnity**

You agree to defend, indemnify and hold harmless ICONS, its affiliates, and their respective officers, directors, managers, employees and agents (“**ICONS Indemnitees**”) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney’s and costs) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Use or the documents or policies referenced herein; (iii) your violation of any third-party right, including without limitation any copyright, property, publicity or privacy right; or (iv) your violation of any law. This defense and indemnification obligation will survive these Terms of Use and your use of the Service. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify ICONS Indemnitees.

**5. What Happens if I Experience Problems With the Service?**

**(a) Binding Arbitration**

Certain portions of this Section 5 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (the “**FAA**”). You and ICONS agree that we intend that this Section 5 satisfies the “writing” requirement of the FAA. This Section 5(a) can only be amended by mutual agreement. As used herein, the following disputes will be “**Arbitration Disputes**,” which may only be resolved by binding arbitration as set forth herein: all disputes relating to use of the Service, including but not limited to any and all disputes arising out of, in connection with or related to data collection, data privacy or security, data breach, text messaging, or collection use, or disclosure of individual or aggregate consumer information and data whether personally identifiable or otherwise. All Arbitration Disputes must be resolved by final and binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”), except as modified herein, and in accordance with the AAA’s

Supplementary Procedures for Consumer Related Disputes. The arbitration will be administered by the AAA. The FAA shall govern the arbitrability of all Arbitration Disputes. By agreeing to arbitrate, each party is giving up its right to go to court and have any Arbitration Dispute heard by a judge or jury. Issues relating to the enforceability of the arbitration and class action waiver provisions are to be decided only by a court of competent jurisdiction, and not by the arbitrator. This arbitration provision shall survive termination of these Terms of Use or the Service. You can obtain AAA procedures, rules, and fee information through the AAA website at [www.adr.org](http://www.adr.org).

#### **(b) Limited Time to File Claims**

To the fullest extent permitted by applicable law, if you or we want to assert a dispute against the other, then you or we must commence it (by delivery of written notice to the other party) within one (1) year after the dispute arises, or such dispute will be forever barred.

### **6. What Should Parents Know About Children?**

You affirm that you are more than eighteen (18) years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. We understand the importance of protecting children's privacy in the interactive world. The Service is intended for a general audience and is not intended for use by children under the age of thirteen (13) who require parental notice and consent under the Children's Online Privacy Protection Act ("COPPA") who do not have such parental consent.

### **7. What Law Applies to These Terms of Use?**

#### **(a) Governing Law**

These Terms of Use shall be governed by the laws of the Commonwealth of Virginia and the applicable federal laws of the United States of America. All disputes arising under, or in any way connected with membership in or use of the Service, shall be litigated exclusively in the state and federal courts residing in the Commonwealth of Virginia and in no other court or jurisdiction. You hereby submit to the jurisdiction of the state and federal courts sitting in the Commonwealth of Virginia and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to use of the Service. These Terms of Use, together with the Privacy Policy, and any other documents or policies referenced herein constitute the entire agreement between you and ICONS regarding the use of the Service and the Site Content, superseding any prior agreements between you and ICONS relating to the subject matter hereof.

#### **(b) Invalidity; Waiver**

If any provision of these Terms of Use is deemed invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and failure of ICONS to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

**(c) Termination/Exclusion**

We reserve the right, in our sole discretion, to revoke, terminate or suspend any and all privileges associated with accessing our Service for any reason or for no reason whatsoever including improper use of this Service or failure to comply with these Terms of Use, and to take any other action we deem appropriate.

**8. What About Changes to the Terms of Use?**

We may add to, update, delete from or modify the Service at any time in our sole discretion. We reserve the right, at any time and from time to time, for any reason and in our sole discretion, to change the Terms of Use. We may post or display notices of changes to the Terms of Use on the Service or may notify you of such changes. Once posted, these changes to the Terms of Use become effective immediately. If any change that we make is not acceptable to you, promptly stop using the Service. Any use by you of the Service after any changes to our Terms of Use become effective will signify your agreement to be bound by those changes. You should check back regularly and review these Terms of Use so that you are aware of the most current rights and obligations which apply to your agreement with us. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits to you.

**9. How do I contact ICONS about the Service?**

If you have any questions or comments on the Service or become aware of misuse of the Service by any person, please use our [Online Contact Form](#)