# **Terms & Conditions**

Effective Date: 7/24/25 Last Updated: 7/24/25

These Terms & Conditions ("Terms") govern your use of the website located at <a href="https://www.onebeatdance.com">www.onebeatdance.com</a> ("Site") operated by **One Beat Dance** ("Company", "we", "us", or "our"). By accessing or using the Site or participating in any of our programs, you agree to be bound by these Terms.

If you do not agree with any part of these Terms, you must not use the Site or our services.

#### 1. Use of the Site

You agree to use the Site only for lawful purposes and in a way that does not infringe on the rights of, restrict, or inhibit anyone else's use of the Site. You may not:

- Use the Site to distribute or upload malicious software
- Attempt to gain unauthorized access to any part of the Site
- Misrepresent your identity or affiliation
- Use the Site to engage in any unlawful or fraudulent activity

We reserve the right to suspend or terminate your access to the Site at our sole discretion if we believe you are violating these Terms.

# 2. Registration and Enrollment

If you register for classes, events, or services through the Site, you agree to provide accurate, current, and complete information. You are responsible for keeping your account information up to date.

We reserve the right to refuse or cancel registrations for any reason, including errors in pricing or availability, or concerns related to safety or eligibility.

# 3. Payments and Refunds

Payments for classes, merchandise, and events may be processed through secure third-party providers. All transactions are subject to our **payment and refund policies**, which are made available at the time of purchase or registration.

We reserve the right to change prices or fees at any time. Refunds, if applicable, will be processed in accordance with our posted policies.

# 4. Intellectual Property

All content on the Site—including text, images, videos, logos, class materials, and other media—is the property of One Beat Dance or its licensors and is protected under applicable copyright, trademark, and intellectual property laws.

You may not reproduce, modify, distribute, or create derivative works from any content without our express written permission.

# 5. Privacy

Your use of the Site is also governed by our <u>Privacy Policy</u>, which explains how we collect, use, and safeguard your personal information. By using the Site, you consent to the collection and use of information in accordance with the Privacy Policy.

# 6. Third-Party Services

Our Site may contain links to third-party websites or services. We are not responsible for the content, policies, or practices of these third parties. Use them at your own risk.

## 7. Disclaimer of Warranties

The Site and its content are provided "as is" without warranties of any kind, express or implied. We do not guarantee that the Site will be error-free or uninterrupted, nor do we make any representations about the accuracy or completeness of the information provided.

# 8. Limitation of Liability

To the fullest extent permitted by law, One Beat Dance and its affiliates, instructors, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use of the Site or participation in our programs.

#### 9. Indemnification

You agree to indemnify, defend, and hold harmless One Beat Dance from and against any claims, liabilities, damages, losses, or expenses arising out of your use of the Site or violation of these Terms.

# 10. Governing Law

These Terms are governed by the laws of the State of New Jersey, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts located in New Jersey for any disputes.

# 11. Changes to These Terms

We may update these Terms at any time. Changes will be posted on this page with an updated "Effective Date." Your continued use of the Site after changes are posted constitutes acceptance of the new Terms.

## 12. Contact Us

If you have questions about these Terms, please contact us at:

#### **One Beat Dance**

Email: <a href="mailto:information@onebeatdance.com">information@onebeatdance.com</a>
Address: 3504 Rose Ave, Ocean, NJ 07712

Website: www.onebeatdance.com

## 13. Media Release

By participating in any classes, events, or programs offered by One Beat Dance, you grant the Company permission to take and use photographs, video recordings, or other media that may include your image or the image of your child(ren). These materials may be used for promotional purposes including, but not limited to:

- Social media content
- Printed materials
- Website content
- Advertisements
- Newsletters
- Event promotions

You understand that no compensation will be provided for the use of these materials, and you waive any rights to inspect or approve the final usage. If you do not wish for you or your child to appear in such media, you must submit a written request in advance to information@onebeatdance.com.

# 14. Liability Waiver

By enrolling in or attending any dance class, event, rehearsal, or performance hosted by One Beat Dance, you acknowledge and agree to the following:

- Dance and physical activity involve inherent risks, including but not limited to: falls, injuries, sprains, strains, and other physical harm.
- You voluntarily assume full responsibility for any risk of injury or damage that may arise from participation.
- You, your child(ren), or your legal representatives hereby release and discharge One Beat Dance, its owners, instructors, staff, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to participation in any activity conducted by One Beat Dance.
- You agree not to bring any legal claim against One Beat Dance for any physical injury, loss, or damage incurred during or related to its programs.

If you are enrolling a minor, you affirm that you are the parent or legal guardian and have the legal authority to sign on their behalf.