



4S DANCE ACADEMY Terms of Use

(Effective as of September 16th, 2018)

The following Terms of Use apply when you view or use the Adult Program Class Registration / RSVP Service (herein named as "Service") via our website, 4sdanceacademy.com.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

ABOUT THE SERVICE

The Service allows you to Register / RSVP for our Adult Program Classes. Payment is not a part of this service and must be completed before your spot in a class is guaranteed. Non-payment or arrival more than (5) minutes after the start of class will forfeit your spot in the class.

USE OF THE SERVICE

You need to be at least 16 years old and a resident of the United States to use the Service.

If you are a user who utilizes the Service, you will enter an email address that uniquely identifies your registrations / RSVPs. You agree to notify us immediately of any unauthorized use of your email address. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your email address.

USE CONDITIONS & POLICIES

Your agreement to use the Site is conditioned upon the following use policies:

- The Service provides the ability to Register / RSVP for an Adult Class.
- Your spot in a class is not guaranteed until payment is made.
- Your spot will be forfeited (i.e. given to another dancer) should the you arrive more than (5) minutes after the start of the class.
- Refunds are not given for missed classes.
- Make-up classes are not given for missed classes.
- Drop-in Payments and Class Card Payments are NON-REFUNDABLE.
- All Class Punch Cards expire December 31st, 2018.

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: <http://4sdanceacademy.com/wp/wp-content/uploads/2018/06/4SDA-Privacy-Policy.pdf>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you

electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such emails by changing your account settings, using the "Unsubscribe" link in the message, or by sending an email to info@4sdanceacademy.com or mail to the following postal address:

4S Dance Academy
17631 W Bernardo Drive, Suite A, San Diego, CA 92127

Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

You agree that any cause of action related to or arising out of your relationship with the Company must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of California, without regard to conflict of law provisions.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AT <http://4sdanceacademy.com/wp/wp-content/uploads/2018/06/4SDA-Privacy-Policy.pdf> REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.