

# Legal

## Terms of Use

Thank you for joining us at the WADF

Please read these Terms carefully. By continuing to use our services you are agreeing to these Terms, which will result in a legal agreement between you and the WADF ("Agreement"). We'll start with the basics, including a few definitions that should help you understand these Terms.

These "Terms of Use" define the terms and conditions under which you are allowed to use the Service in accordance with the Agreement, and how we will treat your account while you are a Member. If you do not agree to these Terms, you must immediately discontinue using the Service and inform us that you wish to terminate your membership.

## ACCOUNT

### 1. Eligibility

In order to use the Service, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the registration process;
3. agree to these Terms;
4. provide true, complete, and up-to-date contact and billing information; and

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you will not use the Service in a way that violates any laws or regulations.

Please Note: that by representing and warranting you are making a legally enforceable promise.

### 2. Term

When you sign up for the Service and agree to these Terms, the Agreement between you and the WADF is formed, and the term of the Agreement (the "Term") will begin. The Term will continue for as long as you are a member or until you, or we, terminate the Agreement in accordance with these Terms, whichever happens first. Entering your username and password and login to register dancers in your data base or enrol dancers to a WADF event means that you have officially "signed" and accepted the Terms.

### 3. Closing Your Account

You, or the WADF, may terminate the Agreement at any time and for any reason by terminating your WADF membership or giving notice to the other party. If your account is inactive for 36 or more months, we may terminate your membership. Once your membership is terminated, you acknowledge and agree that we may permanently delete your registered dancers and all the data associated with it.

## 4. Changes

We may change any of the Terms by posting revised "Terms of Use" on our Website and/or by notifying you of the new Terms by sending an email to the last email address you gave us or displaying prominent notice within the Service. Unless you terminate your account within 10 days, the new Terms will be effective immediately and apply to any continued or new use of the Service. We may change the Website, the Service, Add-ons, or any features of the Service at any time, and we may discontinue the Website, the Service, Add-ons, or any features of the Service at any time.

## 5. Account and Password

You are responsible for keeping your member user name and password confidential. You must immediately notify us of any unauthorised access or use of your account.

## 6. Account Disputes

When a dispute is identified, we may suspend any account associated with the dispute, including disabling login and sending capabilities, to protect the security and privacy of the data held within the account.

## RIGHTS

### 7. Proprietary Rights Owned by Us

You will respect our proprietary rights in the Website and the software used to provide the Service (proprietary rights include, but are not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property).

### 8. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to the WADF in the course of using the Service ("Content"). You retain ownership of the Content that you upload to the Service.

### 9. Privacy Policy

Your privacy is important to us. Please read our **Privacy Policy** for information regarding how we collect, use, and disclose your Content and personal information and protect your privacy when you use the Service.

# **RULES AND ABUSE**

## **10. General Rules**

By agreeing to these Terms, you promise to follow these rules:

1. You accept when registering your membership that we may announce your membership in our website under "Members Worldwide" including your contact person's name and e-mail address.
2. You accept that your membership is displayed in the Master Soft system including your contact person's name and e-mail address.
3. You accept that the WADF give you access to a membership data base where you will register your dancers name, birthdate and gender. This database can only be seen via your personal login.
4. You accept that all dancers you enrol to a WADF event will be visible in the start list by all WADF members that have a login. The start list will also be used by the Organiser of the event and the scrutineering team.
5. You accept that your dancers may be photographed or filmed taking part at any WADF event and that such photos or videos may be used in the WADF Galleries or in News Bulletins for promotion purpose. The WADF will not pass such photos or videos to any other persons or party.

## **11. Reporting Abuse**

If you think anyone is violating any of these Terms, please notify us immediately.

# **LIABILITY**

## **12. Limitation of Liability**

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Service, including any downloads from the Website. We, and our Team, will not be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they are based on negligence or we have been advised of the possibility of those damages. In addition, for the avoidance of doubt, in no instance will we, or our Team, be liable for any losses or damages you suffer if you use the Service in violation of our "Acceptable Use Policy", regardless of whether we terminate or suspend your membership due to such violation.

## **13. No Warranties**

To the maximum extent permitted by law, we provide the Website and the Service as-is. This means that, except as expressly stated in these Terms, we do not provide warranties, conditions, or undertakings of any kind in relation to the Website and/or Service, either express or implied. This includes, but is not limited to, warranties of merchantability and fitness for a particular purpose, which are to the fullest extent permitted by law, excluded from the Agreement. Since Members use the Service for a variety of reasons, we cannot guarantee that it will meet your specific needs.

## **14. Indemnity**

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that are not allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (a) your Content, (b) your use of the Service, (c) your violation of any laws or regulations, (d) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (e) any misrepresentations made by you, or (f) a breach of any representations or warranties you've made to us.

## **15. Disclaimers**

We and our Team are not responsible for the behaviour of any third parties, linked websites, or other Members.

## **16. Notices**

Any notice to you will be effective when we send it to the last email or physical address you gave us, or when posted on our Website. Any notice to us will be effective when delivered to our main office.

Congratulations! You've reached the end.

Thanks for taking the time to learn about WADF policies.

*Updated May 23, 2018.*