

Dasi

Terms of Use Agreement

Effective Date: October 1, 2021

This agreement (“**AGREEMENT**”) is a legal contract between you (“**you**,” “**your**” or “**user**”) and DASI. (“**DASI**” “**our**” “**We**” OR “**Us**”).

If you subscribe to the services (defined below) for a term, then the agreement will be automatically renewed for an additional period of the same duration as the initial term at DASIS’ then-current fee for such services unless you opt out of the auto-renewal.

By accessing or using dasi.dance, or any other website with an authorized link to this Agreement (“**Website**”), installing or using our mobile application(s) (“**App**”), registering an account or accessing or using any content, information, services, features or resources available or enabled via the Website or App (collectively, the “**Services**”), or clicking on a button or taking another action to signify your acceptance of this Agreement, you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. **Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use the Services.**

Your use of the Services is also subject to any additional terms, conditions and policies that we separately post on the Services (“**Supplemental Terms**”), which are incorporated by reference into this Agreement. To the extent there is any conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control with respect to the subject matter thereof.

Dasi reserves the right to modify this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement or any applicable

Supplemental Terms on the applicable Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

1. USE OF THE SERVICES . The Services are protected by copyright and other intellectual property laws throughout the world. Subject to the terms of this Agreement, Dasi grants you a limited license to use the Services solely for your personal non-commercial purposes; Dasi and its service providers reserve all rights not granted in this Agreement.

1.1. App License . Subject to your compliance with the terms of Agreement, Dasi grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the App on a single mobile device or computer that you own or control and to run such copy of the App solely for your own personal or internal business purposes. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs iOS (Apple’s proprietary operating system) and (b) as permitted by the “**Usage Rules**” set forth in the Apple App Store Terms of Service.

1.2. Updates . Dasi may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services (“**Updates**”). These Updates may be automatically installed without providing any additional notice or receiving any additional consent. Under this Agreement, you consent to these automatic updates. If you do not wish to use such Updates, your sole remedy is to terminate your Account (defined below). If you do not terminate your Account, you will receive Updates automatically. By continuing to use the Services following any Update, you hereby acknowledge and agree that the terms of this Agreement apply thereto.

1.3. Certain Restrictions . The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any Services or any portion of the Services, including the Website or App; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Dasi; (c) you shall not use any metatags or other “hidden text” using Dasis’ name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile,

reverse compile or reverse engineer any part of the Services; (e) you shall not use any manual or automated software, devices or other processes (including, but not limited to, spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary to create publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access any Services in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of any Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Services; (i) you shall not interfere with or attempt to interfere with the proper functioning of the Services or use the Services in any way not expressly permitted by this Agreement; and (j) you shall not attempt to adversely affect the Services, including but not limited to, by violating or attempting to violate any related security features, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing”, or “crashing” the Services. Dasi and its licensors, suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of any Service terminates the licenses granted by Dasi pursuant to this Agreement.

1.4. Third-Party Materials . As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Dasi to monitor such materials and that you access these materials at your own risk.

2. REGISTRATION .

2.1. Registering Your Account . In order to access certain features of the Services, you may be required to become a Registered User. For purposes of this Agreement, a “**Registered User**” is a user who has registered an account on the Website or has an account with the provider of the App for the user’s mobile device (each, an “**Account**”). To register an Account, you must have purchased, or otherwise have access to, a subscription to the Services (e.g., Video On Demand library or an instructional course).

2.2. Registration Eligibility . You must be at least 18 years old (or the age of legal majority in your jurisdiction of residence) to register an Account with the Services. Minors under the age of 18 years old who can safely use the Services may participate in certain aspects of the Services, provided that they do so under their parent’s or legal guardian’s supervision and that such parent or legal guardian agrees to be bound by this Agreement. If you are a parent or legal guardian of a user under the age of 18 (or the applicable age of legal majority), you agree to be fully responsible for the acts and omissions of, including, without limitation, any content, information or other materials submitted by, on behalf of, or relating to, such user in connection with the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time.

2.3. Registration Data . When registering your Account, you agree to provide only true, accurate, current and complete information requested by the registration form (the “**Registration Data**”) and to promptly update the Registration Data thereafter as necessary. You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by unauthorized users and agree not to share your Account or password with anyone. You further agree to notify Dasi immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias or if you previously have been prohibited from using any of the Services. You further agree that you will not maintain more than one Account for the same Dasi Service at any given time. Dasi reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of Dasi.

3. CONTENT.

3.1. Types of Content . You acknowledge that all data, text, software, sounds, photographs, graphics, videos, messages, tags and/or other materials (collectively, “**Content**”) is the sole responsibility of the party from which such Content originated. This means that you, and not Dasi, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through the Services or data collected by or related to the Services and your use thereof (collectively, “**Your Content**”), and that you and other users of the

Services, and not Dasi, are similarly responsible for all Content they Make Available through the Services (“**User Content**”).

3.2. No Obligation to Pre-Screen Content . You acknowledge that Dasi has no obligation to pre-screen Content (including, but not limited to, User Content), although Dasi reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Dasi pre-screens, refuses or removes any Content, you acknowledge that Dasi will do so for Dasis’ benefit, not yours. Without limiting the foregoing, Dasi shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

3.3. Certain Commitments Regarding Your Content . When you post or publish Your Content on or in the Services, you represent that: (i) you have all of the necessary rights to publish Your Content and grant Dasi the license set forth below in Section 3.4; (ii) Dasi will not need to obtain licenses from any third party or pay royalties to any third party; and (iii) Your Content does not infringe upon any third party’s rights, including intellectual property rights and privacy rights.

3.4. License to Your Content . You grant Dasi a right to use and display Your Content (in whole or in part) for its own business purposes, including, without limitation, to operate and improve the Services, analyze Users’ use of the Services, and develop new products and services. Note that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services.

3.5. Storage . Unless expressly agreed to by Dasi in writing elsewhere, Dasi has no obligation to store any of Your Content that you Make Available via the Services. Dasi has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Dasi retains the right to create reasonable limits on Dasis’ use and storage of the Content, including Your

Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Dasi in its sole discretion.

3.6. Other Restrictions on User Conduct . You agree not to use the Services for any purpose prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party to) (a) take any action or (b) make available any content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Dasi's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; or (v) impersonates any person or entity, including any employee or representative of Dasi. You may not send any unsolicited e-mail message, commercial or non-commercial, to any e-mail address you have gathered from the Services.

3.7. Investigations . Dasi may, but is not obligated to, monitor or review Services and Content at any time. Without limiting the foregoing, Dasi shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the terms of this Agreement or any applicable law. Although Dasi does not generally monitor user activity occurring in connection with the Services or Content, if Dasi becomes aware of any possible violations by you of any provision of this Agreement, Dasi reserves the right to investigate such violations, and Dasi may, at its sole discretion, immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

4. OWNERSHIP.

4.1. Services . Except with respect to Your Content and/or User Content, Dasi and its suppliers own all rights, title and interest in the Services.

4.2. Trademarks . Dasi's stylized name and other related graphics, logos, trademarks, service marks and trade names used on or in connection with the Services are the property of Dasi and may not be used without our written permission in connection with your or any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners. You will not remove, alter or

obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

4.3. Feedback . You agree that, with respect to any submission you might make to Dasi of any ideas, suggestions, documents, and/or proposals (“**Feedback**”), Dasi has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit any Feedback. You hereby grant to Dasi the right to use any Feedback in any way at any time without any additional approval or compensation.

5. INTERACTIONS WITH OTHER USERS.

5.1. User Responsibility . You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Dasi reserves the right, but has no obligation, to intercede in such disputes. You agree that Dasi will not be responsible for any liability incurred as the result of such interactions.

5.2. Content Provided by Other Users . The Services may contain User Content provided by other users. Dasi is not responsible for and does not control User Content. Dasi has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other users at your own risk.

6. THIRD-PARTY SERVICES.

6.1. Links . The Services may contain links to third-party services such as third party websites, applications, or ads (“**Third-Party Services**”). When you click on a link to a Third-Party Service, we will not warn you that you have left the Services. Dasi does not control and is not responsible for Third-Party Services. Dasi provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such Third-Party Services. Your use of all Third-Party Services is at your own risk.

6.2. App Stores . You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App license, e.g., the Apple App Store or Google Play Store (“**App Store**”). You acknowledge that this Agreement is between you and Dasi and

not with the App Store. Dasi, not the App Store, is solely responsible for the Services, including the App, the content thereof, maintenance, support services, and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Services, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce it.

7. FEES AND PURCHASE TERMS.

7.1. Payment . You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Dasi with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**"). Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not to this Agreement to determine your rights and liabilities. By providing Dasi with your credit card number and associated payment information, you agree that Dasi is authorized to immediately invoice your Account for all fees and charges due and payable to Dasi hereunder and that no additional notice or consent is required. You agree to immediately notify Dasi of any change in your billing address or the credit card or PayPal account used for payment hereunder. Dasi reserves the right at any time to change its prices and billing methods, either immediately upon posting on Services or by e-mail delivery to you.

7.2. Service Subscription Fees . You will be responsible for payment of the applicable fee for any Services (each, a "**Service Subscription Fee**") at the time you create your Account and select your monthly subscription. Except as set forth in this Agreement, all fees for the Services are non-refundable.

7.3. Automatic Renewal . If you subscribe to the Services, your subscription will continue indefinitely until terminated in accordance with this Agreement. After each month of your subscription until you cancel, your subscription will automatically renew for an additional month, at Dasis' then-current price for such subscription. **You agree that your Account will be**

subject to this automatic renewal feature unless you cancel your subscription by emailing Dasi at info@dasi.dance. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Dasi to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Dasi does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that Dasi may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

7.5. Free Trials and Other Promotions . Dasi may, at its sole discretion, decide to offer free trial subscriptions or other promotional offers. Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription after you have cancelled Services prior to the end of the free trial or other promotion, please contact Dasi.

7.6. Refunds . All fees are non-refundable.

8. INDEMNIFICATION. You agree to indemnify and hold harmless Dasi, its corporate parents, subsidiaries, and affiliates, and the officers, directors, employees, agents, representatives, partners and licensors of each (collectively, the “ **Dasi Parties** ”) from any damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any claims concerning: (a) Your Content; (b) your misuse of the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Dasi reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Dasi in asserting any available defenses. This provision does not require you to indemnify any of the Dasi Parties for any unconscionable commercial practice by such party or for such party’s negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact. You

agree that the provisions in this section will survive any termination of your Account, this Agreement or your access to the Services.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS.

9.1. As Is . YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DASI PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARISING FROM THE SERVICES. DASI MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES WILL BE ACCURATE OR RELIABLE. ANY CONTENT ACCESSED THROUGH SERVICES, IS AT YOUR OWN RISK AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9.2. No Liability for Conduct of Third Parties . YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE DASI PARTIES IS LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ANY DASI PARTY LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES OR OF PRODUCTS OR SERVICES ACCESSIBLE OR MADE AVAILABLE VIA THE SERVICES, AND THAT THE RISK OF DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. DASI MAKES NO WARRANTY THAT THE SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. DASI MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH SERVICES.

9.3. Professional Advice Disclaimer . THE SERVICES ARE DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN BEFORE ENGAGING IN ANY STRENUOUS PHYSICAL ACTIVITY. YOU SHOULD NOT RELY ON INFORMATION OR TRAINING PROGRAMS AVAILABLE IN OR VIA THE SERVICES, INCLUDING INFORMATION AND PROGRAMS TAILORED SPECIFICALLY FOR YOU, AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF INFORMATION AVAILABLE ON THE SERVICES OR COMMUNICATED TO YOU THROUGH THE SERVICES. THE USE OF INFORMATION PROVIDED THROUGH THE SERVICES IS SOLELY AT YOUR OWN RISK.

NOTHING STATED OR POSTED ON THE SERVICES OR AVAILABLE THROUGH THE SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR COUNSELING CARE. FOR PURPOSES OF THIS AGREEMENT, THE PRACTICE OF MEDICINE AND COUNSELING, INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

9.4. Medical Disclaimer. In Subscribing to or otherwise using the services, you affirm that either your physician has approved your use of the services or that all of the following statements are true: (i) no physician has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician; (ii) you have never felt chest pain when engaging in physical activity; (iii) you have not experienced chest pain when not engaged in physical activity at any time within the past month; (iv) you have never lost your balance because of dizziness and you have never lost consciousness as a result of exertion; (v) you do not have a bone or joint problem that could be made worse by a change in your physical activity; (vi) your physician is not currently prescribing drugs for your blood pressure or heart condition; (vii) you do not have a history of high blood pressure; and (viii) you do not know of any other reason you should not exercise and/or dance.

9.5. Safe Environment Disclaimer. ALWAYS BE AWARE OF YOUR SURROUNDINGS BEFORE BEGINNING USE. IN USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE RESPONSIBLE FOR CREATING AND MAINTAINING A SAFE ENVIRONMENT FOR USE AT ALL TIMES. BECAUSE SERIOUS INJURIES MAY OCCUR FROM TRIPPING OR RUNNING INTO OR STRIKING

WALLS, FURNITURE, OTHER OBJECTS OR PEOPLE, CLEAR AN AREA FOR SAFE USE BEFORE USING THE SERVICES. PLEASE TAKE SPECIAL CARE TO ENSURE THAT YOU ARE NOT NEAR ITEMS THAT YOU MAY HIT OR STRIKE, OR AREAS WHICH MAY CAUSE YOU TO LOSE YOUR BALANCE WHEN USING, OR IMMEDIATELY AFTER USING, THE SERVICES, LIKE OTHER PEOPLE, OBJECTS, STAIRS OR STEPS, RAMPS, SIDEWALKS, BALCONIES, OPEN DOORWAYS, WINDOWS, FURNITURE, OPEN FLAMES, CEILING FANS OR LIGHT FIXTURES, TELEVISIONS OR MONITORS OR OTHER THINGS. TAKE APPROPRIATE STEPS TO PREVENT PEOPLE OR PETS WHO DO NOT UNDERSTAND YOUR PERCEPTIONS ARE LIMITED FROM ENTERING YOUR DANCE SPACE.

10. LIMITATION OF LIABILITY.

10.1. Disclaimer of Certain Damages . TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DASI PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE OR FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF DATA, PRODUCTION, OR USE, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT DASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Disclaimer of Third-Party Conduct . YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT none of THE DASI PARTIES shall be LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTIES ON THE SERVICES, INCLUDING WITHOUT ANY LIMITATION, ANY USERS OF THE SERVICES.

10.3. User Content and Settings . THE DASI PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT, USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

10.5. Basis of the Bargain . THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DASI AND YOU.

12. TERMINATION. This Agreement will remain in full force and effect until terminated as set forth herein. You may terminate your Account, your access to the Services, and this Agreement at any time, for any reason by emailing info@dasi.dance ;

13. INTERNATIONAL USERS. The Services are controlled and offered by Dasi from its facilities in Georgia. Dasi makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law. Dasi reserves the right to limit the availability of the Website and/or Services to any person, geographic area, or jurisdiction it so desires at any time and in our sole discretion.

15. GENERAL PROVISIONS .

15.1. Electronic Communications . The communications between you and Dasi use electronic means, whether you visit the Services or send Dasi e-mails, or whether Dasi posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Dasi in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that Dasi provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in “writing.” The foregoing sentence does not affect your statutory rights.

15.2. Assignment . This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Dasi’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

15.3. Force Majeure . Dasi shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

15.4. Questions, Complaints, Claims . If you have any questions, complaints or claims with respect to the Services, please contact our customer service department using the contact information available on the Services. We will do our best to address your concerns.

15.5. INDEMNIFICATION Merchant shall indemnify and hold DASI harmless from any claim brought against DASI by any third party or authorities as a result of Merchant’s breach of this Terms and/or applicable laws of Georgia.

15.6. SEVERANCE If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the DASI retains right to amend unilaterally in a reasonable manner

15.7. GOVERNING LAW Any claim concerning this Terms shall be agreed through negotiations. In case negotiation cannot be successful, claim will be referred to dispute to arbitration before single arbitrator as per the law of Georgia on Arbitration.

15.8. Notice . Where Dasi requires that you provide an e-mail address, you are responsible for providing Dasi with your most current e-mail address. In the event that the last e-mail address you provided to Dasi is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, Dasis' dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

15.9. Waiver . Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15.10. Entire Agreement . This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

You can contact us directly via e-mail: info@dasi.dance