

Eryc Taylor Dance, Inc.

Website Terms of Use

June 9, 2023

1. OWNERSHIP OF THE WEBSITE

- 1.1 These terms and conditions of use (“Terms of Use”) apply to the Eryc Taylor Dance website located at www.etd.nyc and all associated websites linked to it by Eryc Taylor Dance, including through services Eryc Taylor Dance offers on its websites (collectively, the “Website”).
- 1.2 The Website is the property of Eryc Taylor Dance, Inc. and its affiliates (referred to throughout as “Eryc Taylor Dance”, “our”, “we”, or “us”).

2. AGREEMENT TO THE TERMS OF USE

- 2.1 By using the Website, you agree to these Terms of Use. As long as you comply with these Terms of Use, Eryc Taylor Dance grants you a personal, non-exclusive, non-transferable, limited right to enter and use the Website.
- 2.2 We may amend these Terms of Use from time to time. The most current version will be available at www.etd.nyc/s/ETD-Website-Terms-of-Use.pdf. Amended Terms of Use shall become effective from the date of publication on the Website.
- 2.3 Your continued use of the Website, following the publication of amended Terms of Use, will mean that you agree to and accept to be bound by them.

3. USE OF THE WEBSITE

- 3.1 We reserve the right to bar any activity aimed at obtaining any materials, documents, or information through any means not purposely made available through the Website.
- 3.2 You may not attempt to gain unauthorized access to, interfere with, damage, or disrupt any portions or features of the Website, our servers and databases connected to the Website, or any services offered through the Website.
- 3.3 You may not use or interact with the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other person’s use of the Website.
- 3.4 You may neither test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.
- 3.5 You may not trace any information of any other user of the Website to reveal any information, in particular personal identifiable information, other than your own information.
- 3.6 You agree not to use any device or software (including any “robot”, “spider”, or other automatic device, process, or means) on the Website for any purpose, including: to interfere or attempt to interfere with the proper working of the Website, any transaction being conducted on the Website, any other person’s use of the Website, or to monitor or copy any of the materials on the Website.
- 3.7 Except as explicitly permitted in Clause 6.2, you may not copy any materials on the Website, whether by manual or automatic means.
- 3.8 You may not use the Website for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of Eryc Taylor Dance or others.

4. OTHER TERMS AND CONDITIONS

- 4.1 Additional terms and conditions may apply to purchases of products or services or the giving of donations and/or to specific parts of the Website. If there is a conflict between these Terms of Use and additional terms and conditions, the additional terms and conditions shall control with respect to such product, service, donation, or your use of such specific part of the Website, as applicable.
- 4.2 The obligations of Eryc Taylor Dance, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided and nothing on this Website should be construed to alter such agreements.
- 4.3 Eryc Taylor Dance may make changes to any products or services offered on the Website, or to the applicable prices for any such products or services, at any time without notice.
- 4.4 Eryc Taylor Dance’s Privacy Policy¹ (“Privacy Policy”) applies to the use of this Website and its terms are made part of these Terms of Use.
- 4.5 By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

5. LINKS

- 5.1 The Website may contain links to independent third-party websites (“Linked Websites”).
 - 5.2 Linked Websites are provided solely as a convenience to you. Such Linked Websites are not under the control of Eryc Taylor Dance
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and Eryc Taylor Dance is not responsible for, and does not endorse, the content of such Linked Websites.

6. INTELLECTUAL PROPERTY

- 6.1 All text, graphics, artwork, photographs, user interfaces, visual interfaces, trademarks, logos, sounds, computer code, and other information, features, and functionality contained on the Website (collectively, "Content"), including but not limited to the selection and arrangement of such Content, is owned, controlled, or licensed by or to Eryc Taylor Dance and is protected by U.S. and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.
- 6.2 We grant you a non-exclusive, revocable, limited license to use Content on this Website made available by Eryc Taylor Dance for you to download, provided that you do not remove any proprietary notice language in all copies, use such information only for your personal and non-commercial informational purpose, and make no modifications to any such information.
- 6.3 You may use our Content solely in compliance with these Terms of Use and applicable law. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Content, including any software, products, or services contained within or containing the Content without the express written consent of Eryc Taylor Dance. You may not use the Content for any commercial purpose. The licenses granted by Eryc Taylor Dance terminate if you do not comply with our Terms of Use.
- 6.4 No rights of any kind other than as set forth in Clause 6.2 are granted under these Terms of Use. In particular, no other license, rights of use, and/or ownership of any kind of Eryc Taylor Dance's intellectual property are granted and all know-how, patents, trademarks, tradenames, designs, copyrights, manufacturing, or business secrets, and all other intellectual property owned by Eryc Taylor Dance, shall remain the exclusive and unrestricted property of Eryc Taylor Dance.
- 6.5 This Website may contain forms that allow you to post, submit, publish, display, or transmit to other persons content or material, such as feedback (collectively, "User Content"). All User Content must comply with these Terms of Use. You agree not to submit User Content containing confidential or proprietary information on this Website. You agree that any User Content you submit will be deemed non-proprietary and non-confidential. By submitting User Content, including any ideas, concepts, know-how, or techniques, you grant Eryc Taylor Dance and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns an unrestricted, irrevocable license to use that information for any purpose, including the right to copy, reproduce, publish, upload, exploit, post, transmit, distribute, publicly display, perform, modify, translate, reformat, and create derivative works from that information, in each case if involving any personal identifiable information, in accordance with our Privacy Policy.
- 6.6 You represent and warrant that you own or control all rights in any User Content and have the right to grant the license granted in Clause 6.5 to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- 6.7 You understand that we are not responsible for any User Content you submit and you, not Eryc Taylor Dance, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- 6.8 We have the right to remove any User Content for any or no reason at our sole discretion; take any action with respect to any User Content that we deem, in our sole discretion, is necessary and appropriate, including if we believe that such User Content violates these Terms of Use; and disclose your identity or other information to any third party who claims that User Content you have posted violates their rights, including intellectual property rights or privacy rights.

7. NO WARRANTIES

- 7.1 No warranty is given in respect of the accuracy, reliability, completeness, non-infringement, and fitness for a particular purpose of the information provided on the Website, meaning that the Website and its Content are made available on an "as is" and "as available" basis. Eryc Taylor Dance reserves the right to change, modify, add, or remove portions of the Website, in full or in part, without notice.
- 7.2 In particular, Eryc Taylor Dance does not promise that the Website or any Content or service will be error-free or available without interruption. Eryc Taylor Dance cannot ensure that any data you download from the Website will be free of errors, viruses, or destructive features.
- 7.3 Eryc Taylor Dance disclaims any and all liability for the acts, omissions, and conduct of any third parties in connection with, or related to, your use of the Website and/or any service provided in connection with the Website. Your sole remedy against Eryc Taylor Dance for dissatisfaction with the Website or any Content is to stop using the Website or any Content.

8. VIOLATION OF THE TERMS OF USE

- 8.1 Eryc Taylor Dance may, at its sole discretion and without prior notice, terminate your access to the Website if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Website. You agree that Eryc Taylor Dance will not be liable to you or any third party for termination of your access to the Website as a result of any violation reasonably suspected of these Terms of Use.
- 8.2 You agree that Eryc Taylor Dance may, at its sole discretion and without prior notice, terminate your access to the Website based on applicable law, regulation, or legal process, and requests by law enforcement or other government agencies and in case of unexpected technical issues or problems, and that Eryc Taylor Dance will not be liable to you or any third party for such termination.
- 8.3 You agree that Eryc Taylor Dance may preserve any transmittal or communication by you with Eryc Taylor Dance through the Website. Eryc Taylor Dance reserves the right to disclose any information that Eryc Taylor Dance deems necessary to comply with any applicable law, regulation, or legal process, or upon request by law enforcement or other governmental agencies, in particular to protect the rights, property, or personal safety of Eryc Taylor Dance, its employees, users of the Website, and the public.

9. LIABILITY AND INDEMNIFICATION

- 9.1 In no event will Eryc Taylor Dance be liable for any direct, incidental, special, indirect, or consequential losses or damages (including loss of use, loss of profit, and third-party claims, and regardless of whether such losses or damages were foreseeable) arising out of or

in connection with the Website, any Content or service, or any misuse thereof or technical limitations of the Website.

- 9.2 You agree to indemnify, defend, and hold harmless Eryc Taylor Dance, its affiliates and their respective officers, directors, shareholders, employees, agents and other representatives from any demands, losses, liability, claims, or expenses (including attorneys' fees), incurred as a result of any third-party action, proceeding, claim or suit arising out of, or in connection with, your unlawful use of this Website or violation of these Terms of Use.

10. MISCELLANEOUS

- 10.1 Although the Website is accessible worldwide, not all features, products, or services discussed or offered through the Website are available to all persons or in all geographic locations. Eryc Taylor Dance reserves the right to limit, at its sole discretion, the provision and quantity of any product or service to any person or geographic area. Any offer for any product or service made on the Website is void where prohibited.
- 10.2 The invalidity or unenforceability of any provision of these Terms of Use shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision reflecting the intent of the invalid or unenforceable provision to the maximum extent permitted by applicable law.
- 10.3 These Terms of Use and all matters relating to your access to, or use of, the Website, including all disputes, shall be governed by applicable federal law and the laws of the state of New York, without regard to principles of conflict of laws.