

I. AGREEMENTS TO THE TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Danse Tous Styles (“**Company**,” “**we**,” “**us**,” or “**our**”), concerning your access to and use of the <https://www.danceallstyles.com/> website as well as any other media form, media channel, mobile website, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in France and have our registered office at 10 rue de Penthièvre, 75008 Paris, France. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm- Leach-Bliley Act (GLBA).

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

II. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

III. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (3) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Site for any illegal or unauthorised purpose; and (5) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

IV. SERVICE PROVIDED

Service Description

The company DanseTousStyles ensures the connection between on the one hand people wishing to obtain dance lessons and on the other hand the service providers that it seeks and that will provide the said services, which can relate to :

- dance lessons, whatever the style, individual or collective, at home or in a dance hall;
- animated dance classes for bachelorette parties and stag parties;
- Dance entertainment services for all types of events (birthdays, weddings, TeamBuilding, works councils...);
- Shows and dance performances for all occasions.

The services can be directly realised by the company DanseTousStyles, or by a partner teacher.

Classes Conduct

The entire range of services offered by DanseTousStyles is available on the website at the following address: <https://www.danceallstyles.com/our-services/>.

DanseTousStyles only offers dance lessons of 1h30, 2h or 3h (except for exceptional services or requests for intensive lessons over a short period).

For first dance creations, the partner teacher commits to create a choreography of a minimum of two minutes (2mn) in six hours (6h) of classes.

In the event of difficulties with the Partner Teacher, i.e., in the event of cancellation on the part of the Partner Teacher or for any other reason, DanseTousStyles agrees to make its best efforts to find a new Partner Teacher for the Client as quickly as possible, provided that the Client noti-

fies DanseTousStyles by telephone at +1 516-583-0808 or by email at "contact@danceall-styles.com" at least 7 days before the next lesson.

Studio Rentals

The Services are performed at the Client's discretion, either at the Client's home or at a partner Studio.

It is specified that DanseTousStyles reserves the right to refuse an Order in the event that none of its partner Teachers cover the geographical area concerned. For all classes held in one of our partner studios, the Client must pay the room rental directly to the studio concerned, either in advance (when reserving the room) or at the studio on the day of the class (depending on the partner studio's conditions).

The Customer must arrive fifteen (15) minutes before the start time of the course.

The starting time of the Service will not be postponed in case of delay of the Customer, whatever the cause.

Room reservations cannot be cancelled, regardless of the notice period. The amount of the room rental will be due.

The class will be held in socks or bare feet; otherwise, please bring "clean" shoes or shoes not worn outside.

Clients must respect the Partner Studio's rules and regulations, as indicated in this document, or they will be expelled from the class without refund.

Clients' personal belongings are their sole responsibility and DanseTousStyles or the partner studio cannot be held responsible for any loss, damage or theft.

Orders Modalities

A Customer may place an Order with DanseTousStyles by telephone on +1 516-583-0808. An operator is available every day, Monday through Sunday, from 10:00 a.m. to 4:30 p.m.

The Customer chooses his or her package by telephone with the DanseTousStyles operator, who will send the Customer a quote within 48 hours of the end of the telephone conversation, together with these Terms of Service.

Estimates sent by DanseTousStyles have a general validity period of five (5) or eight (8) days. The date is indicated on the quote depending on the project.

Any Order will be considered final either upon return of the signed Invoice, or simply upon payment of all sums, including the management fees provided for in the Invoice. All Orders received by DanseTousStyles are considered firm and final. It entails full and complete acceptance of the Terms of Service and obliges the Client to pay for the Services ordered.

By validating the order, the Client expressly authorizes DanseTousStyles to immediately begin the execution of the Service.

Once the order has been validated, DanseTousStyles has a minimum of one (1) week to find a partner Teacher in the geographical area concerned, in accordance with the Client's order.

The Client may not refuse the partner Teacher proposed by DanseTousStyles.

V. PRICES

The Prices of the Services are available on the page: " <https://www.danceallstyles.com/our-services/> ". The Services are provided at the current prices listed on the Website or, if they are more advantageous, correspond to the rate indicated on the Quote. The prices are expressed in USD and specified for each Service at the hourly rate. The prices are excluding taxes.

They may be modified at any time by DanseTousStyles.

DanseTousStyle reserves the right to modify its prices at any time, while guaranteeing the Customer the application of the price in effect on the date of the Order.

Any change in the applicable tax rate may be reflected in the Prices. Prices may not be changed once the Customer's Order has been placed. Likewise, if one or more taxes or contributions are created or modified, either upwards or downwards, this change may be reflected in the price of the Service offered on the Web site.

In the event of a promotional offer, DanseTousStyles agrees to apply the promotional price to any Order placed during the promotional period.

VI. TERMS OF PAYMENT

Payment

Once an Order has been confirmed, the Client is asked to pay the management fees by credit card to DanseTousStyles.

The credit card payments are processed through the application Stripe.

The price is payable in instalments or in full, depending on whether it is a private lesson or an event-based service, in accordance with the conditions specified in the Invoice or, failing that, in accordance with the conditions set forth in these General Conditions.

Please note that in the event of untimely payment or payment error, DanseTousStyles reserves the right to charge administrative fees that may amount to 30% of the price paid.

The administration fees specified in the Invoice are paid to DanseTousStyles by credit card. If the Client so requests, the fees can be paid by bank transfer.

For events and performances, the entire price must be paid in advance to DanseTousStyles.

DanseTousStyles will therefore have the option of cashing the total amount of the Service on behalf of the partner Teacher in order to secure the transaction and then pay the agreed amount to the latter.

The difference between the amounts collected by DanseTousStyles and the amounts paid to the Partner Teacher corresponds to the commission or remuneration of DanseTousStyles, which can in no way be considered the Partner Teacher or the direct provider of the dance lesson.

In all cases, DanseTousStyles or its employees undertake not to retain information relating to means of payment unless you have expressly expressed a wish to the contrary.

The Client may also make a payment at the end of each class or Service, according to the terms established by the partner Teacher (cash, checks or transfers made at least seventy-two hours (72h) before the class).

DanseTousStyles cannot be held responsible for any difficulties that may arise between the Client who is the beneficiary of the dance class and the partner Teacher, particularly during the payment of the services.

Regardless of the method of payment chosen by the parties, the full price of the Services must in any case be paid at the latest at the end of the last class taken by the Client as part of the Order.

Late Payment and Non-Payment

Any payment incident is subject to late payment interest.

With regard to Professional Customers, any sum not paid by the due date appearing on the invoice shall result in the application of the penalties below without the need for a reminder.

For private customers, any amount not paid by the due date indicated on the invoice will result in the application of the penalties below within seven (7) days of notification sent to the Customer by email or by any other authentic means of notification.

The amount of the penalties results from the application to the sums remaining due of a legal interest rate in force at the time of the incident as well as a fixed indemnity for collection costs due to the creditor in the event of late payment of forty euros (40€).

No reimbursement is possible once DanseTousStyles has provided the Client with the contact information of the partner teacher.

For Events and Shows, no refund is possible from the moment the date has been set, if the cancellation is not due to DanseTousStyles.

In this case, the Service provided by DanseTousStyles is deemed to be fully completed in accordance with the terms of Article L221-28 of the French Consumer Code, and the deposit remains due to DanseTousStyles.

No refund is possible in the event of cancellation or non-fulfillment of the Service by the Client who cancels less than five (5) days before the date of the course concerned. In this case, the amount of the course in question will remain due by the Client and must be paid to the Partner Teacher within a maximum of fifteen (15) days from the date of the course that was not held.

In addition, DanseTousStyles reserves the right, in the event of non-compliance with the payment conditions listed above or in the Invoice, to suspend or cancel the reservations made by the Client and to prohibit access to the lessons, without prejudice to any other course of action.

In the event of non-payment, DanseTousStyles reserves the right to terminate or cancel the Order placed to the detriment of the defaulting party, without prejudice to any damages and interest that may be claimed as a result.

The aforementioned penalties must be paid by the Client by credit card or cheque, in accordance with the terms and conditions specified in article 9 of the GCS entitled "TERMS OF PAYMENT".

In all cases, DanseTousStyles reserves the right to call upon collection companies.

VI. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorised framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Delete the copyright or other proprietary rights notice from any Content.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorised script or other software.

- Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.

VII. USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, transmit, perform, for us to publish, distribute, or broadcast content and materials on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with our Privacy Policy clause. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorise us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

VIII. CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

IX. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

X. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (2) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; and (3) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

XI. PRIVACY POLICY

Please be advised the Site is hosted in France. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in France, then through your continued use of the Site, you

are transferring your data to France, and you agree to have your data transferred to and processed in France.

Information collected

The data collected includes some personal information, information allowing Customers to identify themselves socially, such as their name, email address or telephone number. This information is obligatory.

Conversely, some other data collected is not information relating to identity, such as navigation data relating to the software used, the connection computer or the Internet path taken by the Customer to arrive at the Website.

The use made of Personal Data

Personal Data is used by the Company DanceAllStyles for the management of Services, the processing of Orders, to personalise communication with Customers according to their preferences and, potentially, by sending postal and electronic mail for prospecting purposes.

The DanceAllStyles Company undertakes not to assign, transmit or trade Personal Data in any way to Third Parties without the prior and express consent of the Clients.

On the other hand, if the Customers agree, the DanceAllStyles Company may transmit certain Data, including personal Data, to Third Parties or to Teachers, for commercial reasons, to fight against fraud but also, at any time, on the order of the authorities.

Cookies

The Customer is informed that during his visits to the DanceAllStyles Company website, a Cookie may be automatically installed on his navigation software.

A "Cookie" is a connection witness which designates a file likely to be saved, subject to your choices, on your computer or any other terminal, when you consult the DanceAllStyles Company Website. A Cookie file allows DanceAllStyles to identify the computer in which it is stored and the Customer's preferences.

When consulting the DanceAllStyles Company Website, information relating to the navigation of the Customer's computer or any other terminal may be recorded in "Cookies" files and installed, subject to the choices you have made. and which you can modify at any time in your browser.

The purpose of these "Cookies" is, for the Company DanceAllStyles, to establish statistics, to adapt the Website according to the preferences of the Customers and to offer an experience and documents that best meet the needs of the Customers.

Cookies do not contain personal information and cannot be used to identify anyone. A Cookie contains a unique, randomly generated identifier and is therefore anonymous. Some Cookies expire at the end of the Customer's visit, others remain.

However, the Customer must give his consent to the use of certain cookies.

Failing acceptance, the Customer is informed that certain features of the site may be refused.

The Customer may deactivate these cookies via the parameters appearing in his navigation software.

Your Data Protection Rights under the California's Consumer Privacy Act

The California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA), hereafter "CCPA", give California Consumers/residents additional new privacy rights and impose corresponding, and independent, obligations on businesses processing California Consumers' Personal Information (PI). Where applicable, we have added contractual requirements instructing our service providers to not further collect, sell, share, or use the Consumers' Personal Information except as necessary to perform their respective business purpose.

Consumer Right No. 1: Abbreviated Disclosure Right Applicable to Businesses that Collect PI.

A Consumer has the right to request that a business that collects a Consumer's PI disclose to that Consumer the categories and specific pieces of PI the business has collected. The types of Consumer Personal Data to be Processed are:

The names, email addresses, and other contact details of Consumer with whom we need to liaise in the provision of Services.

We may also collect: (a) names; (b) addresses; (c) countries; (d) email addresses, (e) telephone numbers; (f) financial data relating to orders; (g) IP Addresses; and (h) log files; as may be necessary to perform the Services and/or bill for such Services.

Consumer Right No. 2: Expanded Disclosure Right Applicable to Businesses that Collect PI.

The names, email addresses, and other contact details of Consumer with whom we need to liaise in the provision of Services.

We may also collect: (a) names; (b) addresses; (c) countries; (d) email addresses, (e) telephone numbers; (f) financial data relating to orders; (g) IP Addresses; and (h) log files; as may be necessary to perform the Services and/or bill for such Services.

Consumer Right No. 3: Right to Request Information from Businesses that Sell or Share PI for a Business Purpose.

We do not sell or share PI as defined under the CCPA.

Consumer Right No. 4: Right to Opt-out of Sale or Sharing of PI.

We do not sell or share PI as defined under the CCPA.

Consumer Right No. 5: Right to Opt-in for Children: Business Obligation Not to Sell or Share Children's PI unless there is Affirmative Authorization.

We do not sell or share PI as defined under the CCPA.

Consumer Right No. 6: Deletion Rights.

Whenever made possible on your account settings, you can access, update, or request deletion of your personal information and data directly within your account settings section. Please also file a support ticket to confirm any account changes, or contact us to assist you.

Consumer Right No. 7: Rights to Access and Portability.

You have the right to be provided with a copy of the specific pieces of PI obtained from the consumer in a format that is easily understandable to the average consumer, and to the extent technically feasible, in a structured, commonly used, machine-readable format, which also may be transmitted to another entity at the consumer's request without hindrance.

Consumer Right No. 8: Not to be Discriminated Against for Exercising Any of the Consumer's Rights under the Title.

We do not use financial incentive practices that are unjust, unreasonable, coercive, or usurious, and do not retaliate against those who choose to exercise their rights.

Consumer Right No. 9: Right to Correct Inaccurate PI.

You have the right to request that we correct any inaccurate PI about you.

Consumer Right No. 10: Right to Limit Use and Disclosure of Sensitive PI.

You have the right to direct that we limit the use of sensitive PI to the use that is reasonably necessary to perform the services expected by you. We do not collect sensitive PI as defined under the CCPA.

XII. TERM AND TERMINATION

The duration of the contract is indicated in the special conditions or in the Invoice drawn up by DanseTousStyles. Otherwise, it is concluded for an indefinite period. When the contract is concluded for an indefinite period, either party may terminate it at any time, without having to justify its decision, provided that it gives one month's notice of termination before the effective end of the contractual relationship, starting from receipt of the notification sent to the other party by e-mail or by registered letter with acknowledgement of receipt, by the party that initiated the termination.

XIII. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

XIV. GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within the State of New York, without regard to its conflict of law principles.

XV. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in United States of

America, New York. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States of America, New York, and the Parties hereby consent to, and waive all defences of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and fe-

deral courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

XVI. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

XVII. DISCLAIMER

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By ordering the Services, the Customer certifies that he/she has not been contraindicated in any way in the practice of sports and more specifically in the activities offered by DanseTous-Styles, namely acrobatic dance, gymnastics and dance.

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