

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.mswingdance.com** (the "Site"). This Site is owned and operated by Courtney Faith Johnson. This Site is a entertainment business.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### Intellectual Property

All content published and made available on our Site is the property of Courtney Faith Johnson and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive; or

- \_\_\_\_\_.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Attire;
- E-Book; and
- Online Course.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;

- PayPal; and
- Debit.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- UPS or USPS.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

Courtney Faith Johnson and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Courtney Faith Johnson and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Iowa.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Courtney Faith Johnson are unable to resolve any dispute through informal discussion, then you and Courtney Faith Johnson agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Courtney Faith Johnson.

Notwithstanding any other provision in these Terms and Conditions, you and Courtney Faith Johnson agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Additional Terms**

- Midwest Swing Dance Co. (MWSDC) and its volunteers are not liable for any injuries that occur to me during any and all events, classes and activities. I am responsible for my own medical bills that may incur during my time learning/dancing with MWSDC. In no way will I hold MWSDC

or any of its owners or volunteers liable for any injuries that may occur to me or my dance partner.;

- MWSDC and its volunteers are not liable for any” emotional damage” that may occur to me while attending any and all of their events/classes. I am responsible for my own feelings and will not seek legal action against MWSDC or its volunteers for any such thing.;
- I will not bring any alcohol, drugs, explosives or illegal paraphernalia to any or all events hosted by MWSDC. Alcohol is only permitted when directly specified by a host/outside entity, by which MWSDC is invited to teach. If alcohol is permitted at such an event, it can only be supplied by the host and cannot be brought into an event from outside sources. Drunken or dangerous behavior is not permitted at any or all events hosted by MWSDC. I understand that if I disobey this policy, I may be asked to leave the event and/or proper authorities may be contacted.;
- MWSDC is not responsible for my choices to behave in ways that are deemed irresponsible or dangerous to other students, guests or volunteers. I will act in accordance with MWSDC’s guidelines about alcohol, disruptive behavior and the like, and will not hold MWSDC accountable for any of my choices.;
- MWSDC honors its guests by providing a safe, wholesome and fun place to dance and spend time with friends. Any choice that I make to affect this environment in any way may result in my being asked to leave. If I am asked to leave the premises I will respect the wishes of MWSDC.;
- and
- By being in attendance at any events/classes hosted by MWSDC, I thereby agree to honor the choices of MWSDC to perform business as they see fit and abide by the above terms and conditions..

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(712) 301-6053

midwestswingdance@gmail.com

317 Boston Ave NE Orange City, IA 51041

Effective Date: 21st day of February, 2023