



1. Thank you for visiting our website. This website is owned and operated by Nicole Davis Pty Ltd as trustee for Dance Force Trust (ABN 39 151 187 100) and the business trading as Dance Force.
2. By accessing and/or using this website and using the related services, you agree to these Terms and Conditions, which includes our Privacy Policy and any additional terms and conditions applicable to the specific services that you use from time to time (**Terms**). You should review these Terms (including our Privacy Policy) and carefully and immediately cease using our website if you do not agree to these Terms.
3. In these Terms:
  - 3.1. **us, we** and **our** means Nicole Davis Pty Ltd as trustee for Dance Force Trust (ABN 39 151 187 100) and the business trading as Dance Force and our related entities, directors, officers, employees, agents and assigns; and
  - 3.2. **you** means any user of our website and/or our services, including any of your related entities, directors, officers and agents.
4. These Terms apply to your use of our website and our services. By accessing website and using our services, you are deemed to have accepted these Terms as may be amended by us without notice to you from time to time.
5. We may collect personal information about you in order to respond to your enquiry or provide you with the requested services and for purposes otherwise set out in our Privacy Policy.
6. You consent to this personal information being collected, used and disclosed in accordance with our Privacy Policy. Our Privacy Policy is incorporated into these Terms.
7. We may disclose that information to third parties that help us deliver our services as required by law. If you do not provide this information, we may not be able to provide all of our services to you.

Our Privacy Policy explains:

- 7.1. how we store and use, and how you may access and correct your personal information;
- 7.2. how you can lodge a complaint regarding the handling of your personal information; and
- 7.3. how we will handle any complaint.

If you would like any further information about our privacy policies or practices, please contact us at [accounts@danceforceoz.com.au](mailto:accounts@danceforceoz.com.au).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

8. When you use our website or our services, you warrant that all the information you provide us with (which may include personal information) is true, accurate and complete and that we may rely on this information. You indemnify us from any costs, expenses, damages or losses which may be incurred as a result of our reliance on this information.
9. You warrant that you are authorised, as required by law, to disclose the personal or sensitive information provided to us, including where it relates to any third party, to us, for use in accordance with the purpose for which it was disclosed for and in accordance with our Privacy Policy.
10. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website and take steps to verify this information.
11. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.
12. We may, from time to time and without notice, change or add to these Terms, this website or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.
13. Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites. You acknowledge and accept that you bear all risk associated with your access to and use of any third party content which may be linked on our website.
14. Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).
15. Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content.
16. Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution, or cause or permit any other individual to do this.
17. All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.
18. You may not copy, distribute, display, modify, perform, reproduce, publish, transmit, license, commercially exploit, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any

commercial purpose, including any advertising or advertising revenue generation activity on your own website, unless our prior written consent is obtained.

19. You must not do any act that we would deem to be inappropriate or unlawful to our website, including but not limited to:
  - 19.1. any act that would constitute a breach of either the privacy or legal rights of any individual;
  - 19.2. use this website in a way to defame or otherwise damage or harm us, our employees and/or any other individual;
  - 19.3. uploading files that contain viruses that may cause damage to our website, property or the property of any other individual;
  - 19.4. posting or transmitting to this website any non-authorized material.
20. If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.
21. To the maximum extent permitted by law we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.
22. We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.
23. To the maximum extent permitted by law, in no event shall we be liable for any direct and indirect loss, damage or expense (irrespective of the manner in which it occurs) in tort (including negligence), which may be suffered due to, or otherwise arising out of, or in connection, with:
  - 23.1. your use of our website;
  - 23.2. your use of our services;
  - 23.3. your reliance on any of the information or materials contained on or omitted from our website or which may be provided as part of our services;
  - 23.4. as a result of the inaccessibility of our website and/or our services for any reason;
  - 23.5. as a result of the failure of our website and/or our services for any reason;
  - 23.6. the fact that certain information or materials contained on our website or disclosed as part of our services are/were incorrect, incomplete or not up-to-date; and
  - 23.7. any agreement or terms and conditions you have with any third parties in relation to our services.

24. You agree and warrant not to bring legal action or make a claim arising out of or related to your use of our website of any services you use, more than two years after the cause of action arose.
25. In no circumstances will we be liable for special, incidental, exemplary, indirect or consequential loss or damages, or lost profits, business, value, revenue, goodwill or anticipated savings.
26. In any case, to the maximum extent permitted by law, our maximum liability to you for all claims related to your use of the website and/or our services will not exceed the amount paid by you to us in the 12-month period preceding your claim.
27. You acknowledge that we may suspend, restrict or revoke your access to our website and/or our services at any time if
  - 27.1. in our view, you have breached any of these Terms;
  - 27.2. we have reason to believe that there is likely to be a breach of security;
  - 27.3. we have reason to believe that there is a misuse or abuse of our website;
  - 27.4. allowing you access to our website would violate any law or expose us to legal liability.
28. You agree that we shall have no liability to you in connection with such suspension, restriction or revocation of access.
29. We will endeavour to notify you as soon as possible if we do suspend, restrict or revoke your access to the website or our services.
30. You acknowledge such suspension, restriction or revocation does not release you from your responsibility to pay outstanding fees, amounts, charges or other liabilities incurred prior to the date of the withdrawal of your access by us.
31. All provisions of these Terms that by their nature should survive termination of your access to or use of our website or the services shall survive including all limitations on liability, releases, indemnification obligations, disclaimers, choice of law and intellectual property protections.