

# **Terms and Conditions of Website**

## **Introduction**

Welcome to the AWESOME DAWESOME, LLC t/a Dominique Dawes Gymnastics Academy (“Company,” “we,” “our”) Website (as defined herein). Please read the following information carefully before accessing and/or using this Website or any of the Company products or services. These are the terms, covenants, conditions, and provisions (the “Terms and Conditions”) governing your access to and use of: any of the current or future websites, webpages, platforms, and applications (whether online, digital, or mobile), including the Company products or services offered or provided therein, that are created, developed, and/or operated by Company or any of its owners, affiliates, subsidiaries, parent, assigns, successors, licensors, licensees, representatives, or agents (collectively, hereinafter referred to as the “Website”). If you do not accept these Terms and Conditions or you do not meet or comply with the provisions, you may not use the Website, including any Company products/services. If you choose to continue to use or access this Website, including any Company products/services, you recognize that the Company has provided valuable consideration by offering this Website free of charge, and in exchange for that valuable consideration, you agree to these Terms and Conditions. Note, however, these Terms and Conditions do not apply to your access or use of, or any data or information that may be collected by any third parties, including any third-party platform, server hosts, or vendors such as Jackrabbit Technologies, Inc., so please refer to their respective terms and conditions, privacy policies, terms of use, and data practices for more information.

## **Acceptance and Conduct**

By accessing or using the Website, you accept these Terms and Conditions, any other Company policy, and any applicable third-party terms and conditions, privacy policies, terms of use, and/or data practices, and agree to be legally bound by them, and all applicable laws, rules, and regulations associated with your access or use of the Website. If you do not agree to be bound by these Terms and Conditions, the Privacy Policy, or any other published policy of the Company or applicable third parties, you are not authorized to access or use the Website or solicit or use any of Company’s products/services. We reserve the right, in our sole discretion, to modify or update these Terms and Conditions at any time. Please check the Terms and Conditions each time you visit the Website for the most current version and information. Third parties may also modify or update their respective terms and conditions, privacy policies, terms of use, and/or data practices from time to time, so please periodically refer to their policies as well for the most current version.

These Terms and Conditions apply to the Website, the content contained herein, and all Company products/services whether you access such content directly on this Website, you download such content from this Website, or you use any other product or service offered by Company. You are authorized by Company to access and use the information on the Website, solely for personal, non-commercial use or approved business purposes, provided that you are at least 18 years of age. The information, materials, and products displayed on the Website may not otherwise be copied, transmitted, displayed, distributed, downloaded, licensed, modified,

published, posted, reproduced, used, sold, transmitted, used to create a derivative work, or otherwise used for commercial or public purposes without Company's express prior written consent, which may be withheld or conditioned in Company's sole and absolute discretion. Any use of data mining, robots or similar data gathering or extraction tools or processes in connection with the Website, and any reproduction or circumvention of the navigational structure or presentation of the Website or its content is strictly prohibited. You agree not to use the Website for any unlawful purpose.

In order to access certain features of the Website, you may be required to create an account with the Company and/or through Jackrabbit Technologies, Inc. and provide certain Personal Information (as defined in the Privacy Policy of the Company). You are responsible for maintaining the confidentiality of the username(s) and password(s) provided to you and/or any account information, and are fully responsible for all activities that occur under such username, password, or account, including all business conducted or information submitted or obtained under such username, password, and/or account. You agree to immediately notify the Company and Jackrabbit Technologies, Inc. in writing of any unauthorized use of the password or account or any other breach of security. You must log out from your account at the end of each session. The Company reserves the right to block your account or your use of any username or password if it suspects that you have violated these Terms and Conditions or any other policy of the Company or Jackrabbit Technologies, Inc.

If you supply a telephone number in connection with use of the Website, you consent to receive calls or texts at that number, whether manually or automatically dialed or sent, from Company and/or from participating vendors. If you supply an email address in connection with the use of the Website, you consent to receive electronic communication from Company, participating vendors or other third-party vendors. You may opt out of these communications by writing to the Company at [contactus@dominiquedawesgymnasticsacademy.com](mailto:contactus@dominiquedawesgymnasticsacademy.com).

You agree not to modify the Website, or use modified versions of the Website, including to the Company products/services (except if modified by Company) including for the purpose of obtaining unauthorized access to the Website. You agree not to access the Website by any means other than through the interface that is provided by the Company for use in accessing the Website.

## **Privacy**

Please review the Company's Privacy Policy, which can be found [here](#), to understand our practices. Information regarding Company's processing of Personal Information is set forth in its Privacy Policy and is incorporated into these Terms and Conditions. By using our Website and/or any Company products and services, you agree that we may use and share your Personal Information, as defined and set forth in the Privacy Policy.

Specifically, you acknowledge that the Company may collect certain Personal information, share certain Personal Information with third parties, and may contact you periodically, all in accordance with the terms of the Privacy Policy. The Company also reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or

requests from government entities, even to the extent that such compliance may require disclosure of certain Personal Information.

## **Ownership of Materials; Intellectual Property Rights**

The Website, including the content contained herein and Company products and services, Company names, product/services names, classes, processes, techniques, scripts, images, graphics, text, articles, graphics, blogs, information about Company products or services, photos, sounds, videos, website design, interactive features and the like (“Content”) and the copyrights, trademarks, service marks, and logos contained therein (“Marks”) are the sole property of the Company or its licensors, and are protected by United States and international copyright, trademark and other laws (Content and Marks are collectively referred to as “Company IP”). Except for the limited licenses expressly granted to you in these Terms and Conditions, if any, the Company retains all proprietary rights to Company IP. Without limiting the foregoing, you may not reproduce, copy, modify, display, sell, or distribute Company IP, or use it in any other way for public or commercial purposes. This includes any code that Company creates to generate or display the Content or the pages making up the Website. The use of Company IP on any other website or in a networked computer environment for any purpose is strictly prohibited.

You must retain all copyright, trademark, service mark and other proprietary notices contained on Company IP or other Company materials on any authorized copy you make of Company IP. Company IP on the Website is provided to you AS IS for your information and personal or approved business use only. Company reserves all rights not expressly granted in and to the Website and Company IP. You agree to not engage in the use, copying, or distribution of any of Company IP or any Company products/services other than expressly permitted herein. If you download or print a copy of Company IP for your use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Company IP or enforce limitations on use of the Website or the content therein. If you believe any trademarks, service marks, or logos used on the Website to be the property of someone else, please notify the Company in writing at [contactus@dominiquedawesgymnasticsacademy.com](mailto:contactus@dominiquedawesgymnasticsacademy.com).

## **Licenses**

The Company hereby grants you a limited, terminable, non-assignable, non-exclusive, revocable right to access and use Company IP as contemplated herein. All such uses are for your personal or approved business use only and shall not be used for any commercial purpose without the Company’s prior consent. You expressly agree and acknowledge that no Company IP may be copied, transmitted, displayed, distributed, downloaded, licensed, modified, published, posted, reproduced, used, sold, transmitted, used to create a derivative work, or otherwise used for commercial or public purposes without Company’s express prior written consent, which may be withheld or conditioned in Company’s sole and absolute discretion. The Company reserves the right to suspend or terminate your access and use of the Website, including any Company products/services at any time if the Company, in its sole discretion, determines that you are in breach of these Terms and Conditions.

You agree to give Company a non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in any Personal Information (as defined in Company's Privacy Policy) that you provide to Company subject to the limitations set forth herein, within the Privacy Policy, and other published policy of Company. Any information, including Personal Information, provided to Company, including through the Website, or to a third-party through the Website will be collected and used by Company in its sole and absolute discretion to help improve the content and functionality of the Website, to better tailor the Website to your needs, to respond to any inquiry or requests submitted by you, and to suggest products or services that may be relevant to you during your use of the Website, including any Company products/services. Company may also use such information to customize the Website, including any Company products/services to provide a better user experience and to enhance or maintain the Website, content, including any Company products/services.

## **Third Party Materials**

Through the Website you may come across, access, review, display, use, or purchase third-party products, services, resources, software, technology, materials, information, Content, or your or other Website user's information ("Third-Party Materials"). You acknowledge and agree that you are solely responsible for and assume all risks arising from your access to, use of, or reliance on any Third-Party Materials, and Company disclaims any liability that you may incur arising from your access to, use of, or reliance on Third-Party Materials. You also acknowledge and agree that Company: (i) has no responsibility for the availability or accuracy of Third-Party Materials, including third-party products or services; (ii) has no liability to you or any third party for any harm, injuries, or losses suffered as a result of your purchase of, access to, use of, or reliance on such Third-Party Materials; and (iii) does not make any promises to remove Third-Party Materials from the Website or from being accessed through the Website. Nothing in these Terms of Use authorizes you to, and you may not, reproduce, transmit, distribute, publicly display, publicly perform, communicate to the public, make available, create derivative works of, or otherwise use or exploit any Third-Party Materials except as expressly permitted by the Website, these Terms and Conditions or any other published policy of Company.

Company neither endorses nor guarantees in any way the vendors, suppliers, organizations, sponsors, authors, advertisers, partners, data, information, materials, views, recommendations, plans, or products or services offered, published, posted, uploaded, expressed, and/or promoted on the Website.

The Website may include hypertext links or links to other websites or webpages, or to information and/or articles created and maintained by other organizations or users/individuals. These links are provided solely for Company users' information and convenience. When users select a link to an external platform, website or webpage, they leave the Company Website and are subject to the privacy, security policies, and terms and conditions of the owners/sponsors of the external link. The Company is not responsible for any Personal Information provided or collected by third parties on other sites.

## **Representations**

In addition to all other representations contained herein, you expressly represent, warrant, and agree that you will not use (or plan, encourage, or help others to use) the Website, including any Company products/services for any purpose in any manner that is prohibited by these Terms and Conditions, the Privacy Policy, any other published policy of Company, or by applicable law.

## **Website Content**

The Company created the Website to provide general information about the products and services offered by the Company. The Website is for informational purposes only.

Company makes no representation that any or all of the Content, information, materials, classes, lessons, teachings, lectures, advice, demonstrations, techniques, processes, Company IP, or other products or services on the Website are accurate, appropriate, or available for sale or use by its clients in any or all locations. The information provided on the Website is provided by the Company as a convenience to you. The Content contained on this Website does not obligate the Company to provide any specific material, product, service, or class to you. The Company will use reasonable efforts to include accurate and up-to-date information. However, the Company does not warrant and cannot guarantee the accuracy, availability, completeness or authenticity of the information contained on the Website, or its suitability for any purpose.

The Website may include technical inaccuracies or typographical errors. Company will from time to time revise the information, products, and services described on the Website, including any Company products/services, and reserves the right to make such changes to the Terms and Conditions, the Privacy Policy, and/or any other published policy of Company from time to time without notice to you. Any changes to the Terms and Conditions will be effective immediately upon the posting of the revised Terms and Conditions on the Website. Your continued use of the Website, including any Company products/services after any such posting of the revised Terms and Conditions shall constitute your acceptance of any changes, additions, or deletions to the Terms and Conditions.

## **General Terms of Service**

By requesting products and/or services from the Company, you are (i) offering to purchase a product and/or service from Company, (ii) representing that you are at least 18 years old or represented by a parent or legal guardian, (iii) representing that all information you provide to us in connection with such request for products and/or services is true and accurate, (iv) representing that you (or your parent or legal guardian) are an authorized user of the payment method provided, (v) representing that you accept and agree to these Terms and Conditions, the Privacy Policy, and any other published policy of Company, and (vi) representing that you are using all such Company products and services at your own risk. When you request any product and/or service, the Company must receive full or partial payment, as determined by the Company, prior to providing you with the product and/or service, and you may not receive the product or service until we verify certain items, including without limitation your Personal Information, your payment information, and your creditworthiness.

We reserve the right to: (i) refuse any request for products and/or services or refuse to provide you with any product or service; (ii) correct any errors, inaccuracies, or omissions with regard to the products or services offered; (iii) change or update information in connection with any products or services offered; (iv) contact you by phone or email to confirm your request for products and/or services or any information you provided to us; and/or (v) modify or cancel your request for products and/or services, whether or not your request already has been confirmed, each at any time without notice to you (including after you have submitted your request for products and/or services) and without liability to you. We reserve the right to limit, reject, modify, or cancel requests for products and/or services that, in our sole judgment, appear to be placed by unauthorized parties.

All prices, products, and services advertised, including availability of products and services, are subject to change. Although the Website is composed with care, it may happen that the information regarding product or service description, classes, offers, times, events, pricing, or availability on the Website contains errors. We are not bound by our offer of products, services, classes, or any images of products/services/classes on the Website and we therefore reserve the right to modify or cancel your request for products and/or services in the event of pricing, availability, or other errors on the Website. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this site is void where prohibited. Any images on the Website are for illustrative purposes only and are not a guarantee that any products or services obtained from the Company will have the exact structure, components, functions, designs, presentations, features, or origin as shown in the illustrations. The product and/or service you receive may vary from that shown on images on our Website.

We reserve the right, but are not obligated, to limit our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities or timings of any products or services that we offer and to offer services at different prices based on any increase in costs. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected.

Company shall not be liable to you or to any other person for any delays in performance or any nonperformance of Company's obligations caused by circumstances beyond Company's control; for example, as a result of any of the following events: shortages of labor, materials, space, products, or services, delays or failure in obtaining necessary permits, licenses, approvals, materials, or supplies; defects or prolonged breakdown of telecommunication or other communications; statute, regulation, order or any other action of any governmental authority; pandemic, widespread infectious disease or public health or other emergency; acts of God or natural disaster; war and acts of war (whether declared or not), or any other events which arise from circumstances beyond the control of Company. Such circumstances shall result in the Company's relief from damages and other measures.

## **DISCLAIMER OF WARRANTIES**

THE USE OF THE WEBSITE, COMPANY PRODUCTS, AND/OR COMPANY SERVICES AND YOUR ATTENDANCE AT ANY CLASSES, EVENTS, OR CAMPS PLANNED,

MANAGED, ORGANIZED, AND/OR HOSTED BY THE COMPANY (“COMPANY EVENTS”) IS ENTIRELY AT YOUR OWN RISK AND ANY MATERIALS DOWNLOADED, INFORMATION PROVIDED OR OBTAINED THROUGH THE WEBSITE (INCLUDING CONTENT), AND THE PRODUCTS OR SERVICES PROVIDED BY OR RECEIVED FROM OR THROUGH COMPANY (AND/OR ITS CONTRACTORS) ARE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR AND WAIVE ANY AND ALL CLAIMS WITH RESPECT TO ANY DAMAGE TO YOUR PERSON, BUSINESS, COMPUTER SYSTEM, EQUIPMENT, INTERNET ACCESS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIALS, INFORMATION, PRODUCTS, OR SERVICES OR ATTENDANCE AT ANY COMPANY EVENT. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION AS TO THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO THE COMPANY OR THROUGH THE WEBSITE, OR AS TO THE WEBSITE, COMPANY PRODUCTS, COMPANY SERVICES, COMPANY EVENTS, MATERIALS, CONTENT, AND INFORMATION’S COMPLIANCE TO ANY RULES, REGULATIONS, OR ANY OTHER APPLICABLE LAW. THE MATERIALS, COMPANY PRODUCTS, COMPANY SERVICES, CONTENT, AND INFORMATION ON THE WEBSITE ARE PRESENTED WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND ARE PROVIDED ON AN ‘AS IS’ AS-AVAILABLE BASIS WITHOUT ANY WARRANTY OF ANY KIND. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF THE INFORMATION, CONTENT, PRODUCTS, OR SERVICES PROVIDED, INCLUDING THEIR COMPLIANCE TO ALL APPLICABLE LAWS.

COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO (I) THE WEBSITE, (II) THE INFORMATION CONTAINED THEREIN, INCLUDING THE CONTENT, (III) ANY PRODUCTS OR SERVICES OFFERED BY COMPANY, ITS CONTRACTORS, OR ANY OTHER THIRD-PARTY, AND (IV) YOUR ATTENDANCE AT ANY COMPANY EVENTS. SUCH WARRANTIES DISCLAIMED BY COMPANY INCLUDE, BUT ARE NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY, EFFECTIVENESS, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY DISCLAIMS ANY AND ALL WARRANTIES FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME, UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, CONNECTIVITY, DISPLAYABILITY, ACCURACY, PRECISION, CORRECTNESS, THOROUGHNESS, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION. FURTHER, COMPANY DOES NOT WARRANT THAT YOUR USE OF THE WEBSITE, INCLUDING PERSONAL INFORMATION, COMPANY PRODUCTS/SERVICES, OR OTHER INFORMATION PROVIDED BY YOU, WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE OR ERROR-FREE, OR THAT THE WEBSITE, COMPANY PRODUCTS/SERVICES OR COMPANY EVENTS WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS ON THE WEBSITE INCLUDING IN THE COMPANY PRODUCTS/SERVICES WILL BE CORRECTED. NO PRODUCTS (INCLUDING THIRD-PARTY PRODUCTS), SERVICES (INCLUDING SERVICES FROM THIRD PARTIES SUCH AS THE COMPANY’S EMPLOYEES OR CONTRACTORS), OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH OR LINKED TO OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY EXPRESS OR IMPLIED.

COMPANY FURTHER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCTS, SERVICES, COMPANY EVENTS, OR CONTENT, INCLUDING THIRD-PARTY PRODUCTS, SERVICES, OR CONTENT, THAT YOU MAY PURCHASE, RECEIVE, ACCESS, OR USE. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH PRODUCTS OR SERVICES. SUCH PRODUCTS OR SERVICES MUST BE USED FOR ITS INTENDED PURPOSES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE, IN CERTAIN CIRCUMSTANCES THE LIMITATION OF LIABILITY AND DISCLAIMERS MAY NOT APPLY TO YOU.

COMPANY DOES NOT WARRANT THAT THE WEBSITE OR ANY COMPANY PRODUCT/SERVICE WILL OPERATE ERROR-FREE OR ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE, THE COMPANY PRODUCT OR SERVICE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

THE COMPANY MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, BROKEN LINKS, INACCURACIES OR TYPOGRAPHICAL ERRORS.

## **LIMITATION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF (OR ATTENDANCE AT, AS APPLICABLE) THE WEBSITE, COMPANY PRODUCTS, COMPANY SERVICES, COMPANY EVENTS, THE INTERNET GENERALLY, AND THE INFORMATION, MATERIALS, CONTENT, AND OTHER MATERIALS YOU ACCESS AND FOR YOUR CONDUCT ON AND OFF THE WEBSITE. SPECIFICALLY, YOU AGREE TO RELEASE COMPANY AND ITS MEMBERS, OWNERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, INSURERS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR AGENTS (THE "COMPANY PARTIES") AS FOLLOWS:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL,



INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PROPERTY DAMAGE, BODILY HARM, INJURY, OR DEATH, GOODWILL OR DAMAGES RESULTING FROM LOSS OF DATA, OR BUSINESS INTERRUPTION RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH COMPANY PRODUCTS, COMPANY SERVICES, COMPANY EVENTS, OR CONTENT OFFERED OR PROVIDED BY COMPANY OR ANY THIRD-PARTY THROUGH THE WEBSITE, OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY WILL NOT BE RESPONSIBLE FOR ANY DETRIMENTAL RELIANCE THAT YOU MAY PLACE UPON THE WEBSITE OR ITS CONTENTS, OR COMPANY PRODUCTS, COMPANY SERVICES, OR CONTENT OFFERED ON THE WEBSITE OR PROVIDED BY COMPANY AND/OR ANY THIRD-PARTY THROUGH THE WEBSITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY COMPANY PRODUCT, COMPANY SERVICE, THE WEBSITE, AND/OR CONTENT IS TO STOP USING THE WEBSITE, COMPANY PRODUCT, COMPANY SERVICE, AND/OR CONTENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES GREATER THAN THE AMOUNT OF MONEY, IF ANY, THAT YOU PAID TO THE COMPANY FOR A PARTICULAR PRODUCT OR SERVICE.

DUE TO THE NATURE OF THIS AGREEMENT, IN ADDITION TO MONEY DAMAGES, YOU AGREE THAT COMPANY WILL BE ENTITLED TO EQUITABLE RELIEF UPON A BREACH OF THIS AGREEMENT BY YOU.

## **California Residents**

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

## **Confidentiality**

You agree to not use, disclose, divulge, reveal, recreate, reproduce, publish, or transfer to any person any and all Confidential Information of Company, which term shall include any information not in the public domain, in any form, possessed by, used by, under the control of, emanating from, or otherwise relating to Company.

## **SMS Service**

You may now or in the future register to receive communications via short message service ("SMS Service"). Participation in the SMS Service is not necessary to use the Website. By registering to participate in the SMS Service, you certify that you are: (i) over the age of eighteen (18) or your parent or legal guardian having the full legal capacity is hereby providing consent to you registering to participate in the SMS Service, with the understanding that all terms set forth

in these Terms and Conditions or any other policy of the Company shall be binding upon you and your parent or legal guardian, (ii) authorized to enroll the designated mobile phone number in the SMS Service, and (iii) authorized to incur any mobile message or data charges that may be incurred by participating in the SMS Service.

You may subscribe to the SMS Service by entering and submitting your mobile phone number and full name in the provided submission form available on our Website. By entering this information and completing the submission form, you consent to the Company and other third parties contacting you on your mobile phone for marketing purposes.

By subscribing to the SMS Service, you expressly consent and agree to accept and receive communications via text message to your mobile device and to the cellular/mobile telephone number(s) that you provided to the Company. The information in any message may be subject to certain time lags and/or delays.

You can text STOP to stop receiving text messages from us and HELP to receive help. You consent that following such a request to unsubscribe, you may receive one final message confirming that you have unsubscribed.

By participating in the SMS Service, you approve any such charges from your mobile carrier. Check your carrier's plan for details. You acknowledge and agree that you are solely responsible and liable for obtaining, maintaining, and paying all charges related to your mobile device(s).

The Company is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your mobile carrier or service provider or otherwise.

You acknowledge and agree that the SMS Service may be provided in some cases through automatic telephone dialing technology, an artificial voice or a pre-recorded voice. By providing the Company with your phone number, you expressly consent to receive the SMS Service through automatic dialing technology, artificial and pre-recorded voice. You agree to receive notifications from Company, its representatives, employees, and agents, through any means authorized under these Terms and Conditions, the Privacy Policy, and any other published policy of Company, including phone calls and text messages that use automatic telephone dialing technology, artificial voice or pre-recorded voice or live person.

The Company reserves the right, in its sole discretion, to cancel or suspend any or all of the SMS Service, in whole or in part, for any reason, with or without notice to you.

## **Entire Agreement/Reservation of Rights**

These Terms and Conditions, the Privacy Policy and any other policy of the Company that is published or provided to you, which are incorporated herein by reference, represent the entire Terms and Conditions between you and Company with respect to the use of the Website and/or any Company products or services, and supersede all prior communications and proposals, whether electronic, oral, or written between you and Company with respect to the Website,

Company products, or Company services, or use and/or disclosure of Personal Information. In the event any other terms and conditions of the Company provided to you conflicts with or differs from any provision in these Terms and Conditions, these Terms and Conditions shall prevail and govern for all purposes and in all respects, unless otherwise provided by the Company. Any rights not expressly granted herein are reserved. Any attempt to alter, supplement or amend these Terms and Conditions is null and void, unless otherwise agreed to in writing by you and Company.

## **Downtime; Service Suspensions; Termination**

Your access to and use of the Website, including any Company products or services may be suspended for the duration of any anticipated, unanticipated, scheduled or unscheduled downtime, maintenance, system updates, malfunction, or other unavailability of any portion or all of the Website, Company product, or Company service for any reason, including as a result of power outages, system failures, or other interruptions.

Company shall be entitled, without any liability to you, to suspend access to any portion or all of the Website, including any Company products or services at any time, on a system-wide basis: (a) for scheduled downtime to permit Company to conduct maintenance or make modifications to the Website, including any Company products or services; (b) in the event of a denial of service attack or other attack on the Website, including any Company products or services or other event that Company determines, in Company's sole discretion, may create a risk to the Website, including any Company products or services if the Website, including any Company products or services is not suspended; or (c) in the event that Company determines that the Website, including any Company products or services is prohibited by law, or Company otherwise determines that it is necessary or prudent to do so for legal or regulatory reasons.

You further agree that the Company reserves the right to terminate your access to any part of the Website, including any Company products or services for any reason in Company's sole discretion, at any time, without notice. Company also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website, including any Company products or services with or without notice. You acknowledge and agree that the Company shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Website, including any Company products or services.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Company and its members, managers, owners, parents, subsidiaries, affiliates, representatives, insurers, sponsors, partners, successors, assigns, employees and agents from and against any third party claims, liability, contributions, compensation, damages, judgments, losses, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Website, Company IP, Content, or other material, your purchase or use of Company products and/or Company services or other material, your attendance at any Company Event, or your breach of the Terms and Conditions, the Privacy Policy, or any other published policy of Company.

## **Governing Law; Waiver; Severability; Costs of Enforcement**

This Agreement is governed by the internal substantive laws of the State of Maryland, USA, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions shall lie exclusively within the Courts of Montgomery County, Maryland, USA, and you consent to the exclusive jurisdiction and venue of these Courts to enforce the terms of this Agreement. You expressly waive the right to transfer any action filed therein. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of the Terms and Conditions, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access or use to the Website and/or any Company products or services, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under these Terms and Conditions. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Company in a particular "Legal Notice," or material on particular web pages of the Website, these Terms and Conditions, Company's Privacy Policy, and other published policy by Company constitute the entire agreement between you and Company. In the event of any legal action arising hereunder or between you and Company, and Company is the prevailing party, Company shall be entitled to recover all costs and expenses including, but not limited to, reasonable attorneys' fees incurred in enforcing, attempting to enforce, or defending any of the Terms and Conditions, including costs incurred prior to commencement of legal action and in any appeal.

## **Rights You Agree To Give Up**

If either you or we choose to litigate any claim, then you and we agree to waive the following rights: **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST COMPANY WHETHER IN COURT OR IN ARBITRATION.**

If you have any questions about these Terms and Conditions, please write to us at:

5626 Randolph Road  
Rockville, MD 20852

- or -

contactus@[dominiquedawesgymnasticsacademy.com](mailto:dominiquedawesgymnasticsacademy.com)