Terms and conditions of use

Privacy policy
Terms and conditions of use
Money-back policy

This Service includes subscriptions that automatically renew. Please read these terms and conditions of use (the "Terms") carefully (in particular, Section 7 " Subscription fees and payment ") before starting a trial or completing a purchase for our app 's auto-renewing subscription service. **To avoid being charged** you must **affirmatively cancel** your subscription **at least 24 hours before the end of the trial or then-current subscription period. When purchasing a subscription that automatically renews, you agree to its auto-renewal nature and to its terms defined near the point of purchase and acknowledge that to avoid charges you would need to affirmatively cancel it.**

Depending on where you have purchased your subscription, if you are unsure how to cancel a subscription or a trial, please visit the Apple support website, Google Play help (or any other app stores support pages), or our websites. Deleting the app does not cancel your subscriptions and trials. We also aim to provide information about our subscription policies at or near the point of purchase. Please review these policies prior to making purchases. You may wish to make a print screen of this information for your reference.

Our privacy practices are in detail described in our Privacy Policy/Notice , Please acknowledge yourself with its contents to understand how your personal information is collected, used, and shared.

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1. ACCEPTANCE OF TERMS

1.1 The provisions of the "Terms "govern the relationship between you and TECHPIONEERS LIMITED. RM 2609 CHINA RESOURCES BLDG., 26 HARBOUR RD WAN CHAI, HONG KONG ("we", "us", "our" or the "Company") regarding your use of the Company's mobile applications, websites and related services (the "App" or "Service"), including all information, text, graphics, software, and services, avail services, available for your use (the "Content")

1.2 These Terms establish a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. You must accept these Terms to create a DanceFitme account and to access or use the Service. If you do not have an account, you accept these Terms by using any part of the Service. If you do not accept these terms, do not create an account or use the Service.

1.4. Please review also our Privacy Policy . The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service 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 at any time and for any reason.

1.5. Any translation from the English version is provided for your convenience only. In the event of any difference in meaning or interpretation between the English language version of these Terms available at https://www.dancefit.me.com/terms.html, and any translation, the English language version will prevail. The original English text shall be the sole legally binding version.

1.6. We may change, modify, supplement, or remove portions of these Terms on this page of the Website from time to time in our sole discretion.

1.7. If any changes to these Terms may affect your use of the Service or your legal rights as the user of our Services, we 'll strive to notify you before the update 's effective date by sending an email to the email address connected with your account or by any other convenient means. Such updates will be effective no less than 14 days from the date of notification.

1.8. Any other changes will be notified to you only by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change **.**

1.9. If you don 't agree to the revisions, please stop using the Service, delete your account or cancel your subscription before the effective date of the Terms. By continuing to use or access the Service after the updates come into effect, you agree to be bound by the revised Terms.

1.10. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

2. IMPORTANT DISCLAIMERS

Our top priority is ensuring your well-being as you strive towards your fitness and wellness objectives. We urge you to exercise responsibility and employ your best judgment and common sense when utilizing our Service.

2.1. Not a Medical Advice

2.1.1. THE COMPANY DOES NOT OFFER OR PROVIDE ANY KIND OF MEDICAL ADVICE, HEALTH INSURANCE, OR OTHER HEALTHCARE SERVICE, INCLUDING WITHOUT LIMITATION, ANY COUNSELING, TESTING, EVALUATION, PRESCRIPTION, PROCEDURE OR THERAPY RELATED TO EXERCISE, NUTRITION, WEIGHT LOSS OR WELLNESS, MENTAL HEALTH OR RELATED TO THE AVOIDANCE, PREVENTION, DIAGNOSIS OR TREATMENT OF ANY INJURY, ILLNESS, DISEASE OR CONDITION (COLLECTIVELY, "HEALTHCARE SERVICES").

2.1.2.THE SERVICE MAY NOT BE APPROPRIATE FOR ALL PERSONS (INCLUDING ANY RECOMMENDATIONS AND ANY INFORMATION AVAILABLE THROUGH THE SERVICES THAT MAY APPEAR TO BE PERSONALIZED) AND IS NOT A SUBSTITUTE FOR PROFESSIONAL HEALTHCARE SERVICES. THE SERVICE IS INTENDED ONLY AS A TOOL, WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL HEALTH, FITNESS AND WELLNESS GOALS. YOU ACKNOWLEDGE THAT YOUR DIET AND EXERCISE ACTIVITIES INVOLVE RISKS, WHICH MAY INVOLVE RISK OF BODILY INJURY OR DEATH, AND THAT YOU ASSUME THOSE RISKS. BEFORE ACCESSING OR USING THE SERVICE, YOU AGREE TO RELEASE AND DISCHARGE THE COMPANY FROM ANY AND ALL ACTION, KNOWN OR UNKNOWN, ARISING OUT OF YOUR USE OF THE SERVICE.

2.1.3. YOU SHOULD CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL TO DETERMINE WHETHER THE SERVICE WOULD BE SAFE AND EFFECTIVE FOR YOU. YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING OR USING THE SERVICE AGAINST MEDICAL ADVICE OR IF DOING SO MIGHT POSE ANY HEALTH RISK. IN THIS CONTEXT, YOU ACKNOWLEDGE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY AND CHILDREN (BORN AND UNBORN, AS APPLICABLE), AND ALL DECISIONS NOW OR IN THE FUTURE.

2.1.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT WE ARE NOT PROVIDING MEDICAL ADVICE VIA THE SERVICE. ALL CONTENT PROVIDED THROUGH THE SERVICE, WHETHER PROVIDED BY US OR THIRD PARTIES (EVEN IF THEY ARE CLAIMING TO BE A DOCTOR) IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (I) THE ADVICE OF YOUR PHYSICIAN OR OTHER PROFESSIONALS, (II) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONALS, OR (III) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. WE ARE NOT RESPONSIBLE FOR ANY HEALTH PROBLEMS THAT MAY RESULT FROM TRAINING PROGRAMS, CONSULTATIONS, PRODUCTS, OR EVENTS YOU LEARN ABOUT THROUGH THE SERVICE. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROFESSIONAL PROMPTLY. IF YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR YOUR LOCAL EMERGENCY SERVICES IMMEDIATELY.

2.1.5. YOUR USE OF THE SERVICE DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND THE COMPANY.

2.1.6. IN ADDITION TO ALL OTHER LIMITATIONS AND DISCLAIMERS IN THESE TERMS, THE COMPANY DISCLAIMS ANY LIABILITY OR LOSS IN CONNECTION WITH THE CONTENT PROVIDED ON THE SERVICE. YOU ARE ENCOURAGED TO CONSULT WITH YOUR DOCTOR AND OTHER RELEVANT PROFESSIONALS WITH REGARD TO THE INFORMATION CONTAINED ON OR ACCESSED THROUGH THE SERVICE.

2.2. Accuracy

2.2.1. THE COMPANY DOES NOT ASSUME ANY LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT FOOD RECIPES, EDUCATIONAL COURSES, EXERCISES, OR OTHER CONTENT ON THE SERVICE. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY THE MANUFACTURERS OF THE FOOD PRODUCTS, WHETHER ONLINE OR ON THE ACTUAL PRODUCT PACKAGING AND LABELS, INCLUDING NUTRIENT CONTENT, INGREDIENTS, FOOD ALLERGEN AND CONTACT INFORMATION, AND HEALTH CLAIMS, BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A FOOD PRODUCT, PLEASE CONTACT THE MANUFACTURER DIRECTLY.

2.2.2. THE DATA COLLECTED AND PRESENTED THROUGH DANCEFITME DEVICES IS INTENDED TO REPRESENT YOUR ACTIVITY. IT IS NOT INTENDED TO MATCH THE ACCURACY OF MEDICAL DEVICES OR SCIENTIFIC MEASUREMENT DEVICES. IT'S IMPORTANT TO NOTE THAT WE DON'T ASSUME ANY RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, EFFECTIVENESS, OR PROPER USE OF THE INFORMATION YOU RECEIVE FROM THE DANCEFITME DEVICE.

2.3. Coaching Services

BY USING OUR VIRTUAL COACHING SERVICES, YOU'LL HAVE ACCESS TO SPECIALIZED CONTENT THAT PROVIDES GUIDANCE ON FITNESS REGIMENS AND MEAL PLANNING ("GUIDANCE "). PLEASE NOTE THAT THIS GUIDANCE ISN'T INTENDED TO SERVE AS MEDICAL ADVICE OR ANY OTHER TYPE OF HEALTH SERVICE. IT DOESN'T DIAGNOSE OR TREAT ANY DIETARY OR HEALTH CONDITIONS, NOR DOES IT OFFER ADVICE ON SUCH MATTERS. IT'S IMPORTANT TO UNDERSTAND THAT YOU ALONE ARE RESPONSIBLE FOR ANY INTERACTIONS YOU HAVE WITH THE GUIDANCE PROVIDED.

2.4. Personalization

WE MAY CUSTOMIZE AND TAILOR THE PLANS WE OFFER TO YOU BASED ON INFORMATION OBTAINED DURING THE ONBOARDING PROCESS. WHILE WE MAKE EVERY EFFORT TO MEET YOUR INDIVIDUAL FITNESS AND WELLNESS OBJECTIVES, WE MAKE NO GUARANTEES THAT OUR PERSONALIZED PLANS AND OFFERS ARE BASED ON ALL INFORMATION OBTAINED DURING ONBOARDING AND DESIGNED UNIQUELY. WE STRIVE TO ENSURE THAT OUR PERSONALIZED RECOMMENDATIONS ARE ACCURATE AND HELPFUL, THEY ARE NOT INTENDED TO REPLACE PROFESSIONAL ADVICE AND SHOULD BE USED AT YOUR OWN DISCRETION.

2.5. Individual Results

2.5.1. WE MAKE NO GUARANTEES CONCERNING THE LEVEL OF SUCCESS YOU MAY EXPERIENCE, AND YOU ACCEPT THE RISK THAT RESULTS WILL DIFFER FOR EACH INDIVIDUAL. THE TESTIMONIALS AND EXAMPLES THAT MAY BE PROVIDED ON THE SERVICE ARE EXCEPTIONAL RESULTS, WHICH DO NOT APPLY TO AN AVERAGE PERSON (UNLESS OTHERWISE SPECIFIED), AND ARE NOT INTENDED TO REPRESENT OR GUARANTEE THAT ANYONE WILL ACHIEVE THE SAME OR SIMILAR RESULTS, UNLESS OTHERWISE SPECIFIED DIRECTLY. THERE IS NO ASSURANCE THAT EXAMPLES OF PAST FITNESS RESULTS CAN BE DUPLICATED IN THE FUTURE. WE CANNOT GUARANTEE YOUR FUTURE RESULTS AND/OR SUCCESS. NOR CAN WE GUARANTEE THAT YOU MAINTAIN THE RESULTS YOU EXPERIENCE IF YOU DO NOT CONTINUE FOLLOWING OUR PROGRAMS.

2.5.2. EACH INDIVIDUAL'S HEALTH, FITNESS, AND NUTRITION SUCCESS DEPENDS ON HIS OR HER BACKGROUND, DEDICATION, DESIRE, AND MOTIVATION. AS WITH ANY HEALTH-RELATED PROGRAM OR SERVICE, YOUR RESULTS MAY VARY, AND WILL BE BASED ON MANY VARIABLES, INCLUDING BUT NOT LIMITED TO, YOUR INDIVIDUAL CAPACITY, LIFE EXPERIENCE, UNIQUE HEALTH AND GENETIC PROFILE, STARTING POINT, EXPERTISE, AND LEVEL OF COMMITMENT. THE USE OF THE SERVICE SHOULD BE BASED ON YOUR OWN DUE DILIGENCE AND YOU AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY SUCCESS OR FAILURE OF YOUR PHYSIQUE THAT IS DIRECTLY OR INDIRECTLY RELATED TO THE PURCHASE AND USE OF THE SERVICE.

3. PROFILE REGISTRATION

3.1. In order to use certain features of the Service, you may need to register your profile ("Profile") and provide certain information about yourself as prompted by the registration form.

3.2. If you register the Profile, you represent and warrant to the Company that: (i) all required registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Service does not violate any applicable law or regulation or these Terms. Otherwise, the Service may not operate correctly, and we may not be able to contact you with important notices.

3.3. The Service is not intended to be used by individuals under the age of 18. By using the Services, you represent and warrant that you are at least 18 years of age and have the right, authority and capacity to enter into these Terms and to abide by the terms and conditions of these Terms.

3.4. The Company reserves the right to suspend or terminate your Profile, or your access to the Service, with or without notice to you, in the event that you breach these Terms.

3.5. You are responsible for maintaining the confidentiality of your Profile login information and are fully responsible for all activities that occur under your Profile. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Profile or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. SERVICE

4.1. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any User Content (as defined below) is proprietary to us or to third parties.

4.2. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights.

4.3. The information you submit to us as part of your registration, and any content, materials or information (including without limitation, any text, information, graphics, messages, photos, images, and works of authorship kind), questions, comments, suggestions, reviews or other content, that you upload, send, email, display, perform, distribute, post or otherwise transmit to us, at our request or on your own, on, or through the Services (such as message boards, food logging), whether in connection with your use of the Services or otherwise, and whether publicly posted or privately transmitted to us via the Service ("User Content") remain your intellectual property.

4.4. The Company does not claim any ownership of the copyright in the User Content. Notwithstanding the foregoing, you agree to grant the Company the license under Section 9 of these Terms. You also agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy .

4.5. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the App, solely on your own handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

4.6. You agree, represent, and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants, and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations, and ordinances relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.

4.7. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

4.8. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. Except to the extent prohibited by law (including Australian Consumer Law) or otherwise inapplicable, the Company is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature, component, or content of the Company. If such changes affect your use of the Service, you may delete your account or cancel your subscription at any time.

4.9. Your access to and use of the Service is at your own risk. Except to the extent prohibited by law (including Australian Consumer Law) or otherwise inapplicable, the Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

4.10. The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

5. COACHING SERVICES

5.1. As a part of the Service, the Company may offer interactive coaching services that connect you with virtual coaches and information to help you achieve your fitness and wellness goals ("Coaching Services ").

5.2. If you have access to Coaching Services, you will be able to interact with a coach.

5.3. The coach will assist you in achieving your fitness, and wellness objectives by providing motivational tools. To establish and uphold healthy habits, improve activity and fitness, you collaborate with your coach to determine your goals. The Company may in its sole discretion engage or replace any coach with another to the Coaching Service users.

5.4. COACHING SERVICES ARE NOT MEDICAL, MENTAL HEALTH OR ANY TYPE OF HEALTHCARE SERVICE. THE COACHING SERVICES DO NOT OFFER HEALTHCARE SERVICES, NOR ARE THEY INTENDED TO SERVE AS A REPLACEMENT FOR PROFESSIONAL MEDICAL ADVICE, CONSULTATION, OR TREATMENT FROM QUALIFIED PHYSICIANS. THE COMPANY DOES NOT ENDORSE ANY SPECIFIC MEDICAL PROFESSIONALS, TESTS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED IN THE COACHING SERVICES. PRIOR TO UTILIZING THE COACHING SERVICES, IT IS CRITICAL THAT YOU CONSULT WITH YOUR PHYSICIAN. **IN THE EVENT OF A MEDICAL EMERGENCY, PLEASE CONTACT YOUR DOCTOR OR RELEVANT EMERGENCY SERVICES IMMEDIATELY.**

6. APP STORES, THIRD PARTY ADS, OTHER USERS

6.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple App Store, and/or other app stores (collectively, "App Stores" and each, an "App Store").

6.2. You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of useservice, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third-party beneficiary of these Terms and will have the right to enforce these Terms.

6.3. The Service may contain links to third-party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to the Third Party Ads. Advertisements and other information provided by the Third Party Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third-party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with the Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

6.4. Each use of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guaranteed regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such users. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

6.5. You hereby release us, our officers, employees, agents, and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third Party Ads.

7. SUBSCRIPTION FEES AND PAYMENT

7.1. Certain features of the Service may be offered on a subscription basis for a fee. You may purchase a subscription directly from the Company or through an App Store .

7.2. To the maximum extent permitted by applicable laws, we may change Purchase fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an email notification, or in other prominent ways. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect or/and abstain from pre-paying for access to the Service.

7.3. You authorize us and the App Stores to charge the applicable fees to the payment card that you submit.

7.4. Automatically Renewing Subscriptions.
By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize us and the App Stores to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional (introductory) and discount pricing, unless we notify you of a rate change prior to your auto-renewal.

7.5. Subscription Cancellation.
You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription.

7.6. Subscription Trials.
We may offer a paid trial subscription for the Service. Trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. If this is not the case, you will purchase our subscription without a trial.

7.7. Subscription Trial Cancellation.
Unless you cancel before the end of the trial period, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service .

Except where otherwise inapplicable or prohibited by law, we reserve the right, in our absolute discretion, to modify or terminate any trial offer, your access to the Service during the subscription trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple trials.

7.8. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

7.9. Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact App Store support.

7.10. No Refunds on Subscriptions.

Subject to clause 7.11 below, you agree that the Purchase is final, that the Company will not refund any transaction once it has been made, and that the Purchase cannot be canceled. When you make the Purchase, you acknowledge and agree that all Purchases are non-refundable or exchangeable. Notwithstanding anything to the contrary in the foregoing, the Company will provide refunds and/or Purchase cancellations in cases and to the extent required by mandatory provisions of the applicable law. The Company may also provide refunds at its own discretion and subject to our policies that may be published from time to time.

7.11. If you are a consumer based in the EEA or Switzerland, you have an automatic legal right to withdraw from contracts for purchases of Services. However, when you make a purchase of a single item of digital content (such as a video recording) you expressly agree that such content is made available to you immediately and you, therefore, lose your right of withdrawal and will not be eligible for a refund. By signing up for our Service which is not a single item of digital content and is provided on a continuous basis (such as subscriptions to the Service) you expressly request and consent to an immediate supply of such Service. Therefore, if you exercise your right of withdrawal we will deduct from your refund an amount that is in proportion to the Service provided before you communicated to us your withdrawal from the contract.

8. USER-GENERATED CONTENT

8.1. Grant of License. You hereby grant the Company, its sublicensees, successors, and assigns a royalty-free, perpetual, sublicensable, assignable, non-exclusive right, and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, transmit, edit, reformat, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform, display and otherwise use any User Content (in whole or in part) worldwide and/or to incorporate the User Content in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks, and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such User Content.

8.2. The license granted herein explicitly excludes any personal data as defined under applicable privacy laws and regulations.

8.3. You hereby represent and warrant that you own all rights, title, and interest in and to User Content or are otherwise authorized to grant the rights provided to the Company under this section. You also warrant that to the extent, you are not the exclusive holder of all Rights in a User Content, any third party holder of any Rights, including moral rights in such User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. Subject to the foregoing, the owner of a User Content placed on the Services retains any Rights that may exist in such User Content.

We are not responsible for maintaining a copy of any material we remove from our Services, and we are not liable for any loss you incur if Content you post or transmit to our Services is removed.

8.4. If you would like to revoke the granted License to specific User Content, please contact us via support support@dancefit.me .

9. USER REPRESENTATIONS AND RESTRICTIONS

9.1. By using the Service, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these Terms;
2. you are not under the age of 18;
3. you will not access the Service through automated or non-human means, whether through a bot, script, or otherwise;
4. you will not use the Service for any illegal or unauthorized purpose;
5. you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country;
6. you are not listed on any U.S. government list of prohibited or restricted parties; and
7. your use of the Service will not violate any applicable law or regulation.

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

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

9.4. As a user of the Service, you agree not to:

a. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

b. make any unauthorized use of the Service;

c. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;

d. use the Service for any revenue-generating endeavor, commercial enterprise, or other purposes for which it is not designed or intended;

e. make the Service available over a network or other environmental permitting access or use by multiple devices or users at the same time;

f. use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;

g. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;

h. circumvent, disable, or otherwise interfere with security-related features of the Service;

i. engage in unauthorized framing of or linking to the Service;

j. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;

k. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;

l. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;

m. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

n. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;

o. use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;

p. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;

q. use the Service in a manner inconsistent with any applicable laws or regulations; or

r. otherwise, infringe these Terms.

9.5. When interacting with our customer care representatives, we ask that you maintain a respectful and kind demeanor. Should your conduct towards any of our customer care representatives or other employees be perceived as threatening, harassing, or offensive at any point, we retain the authority to terminate your account with immediate effect.

10. ADDITIONAL DISCLAIMER OF WARRANTIES

10.1. Basic Disclaimers of Warranties.

EXCEPT TO THE EXTENT PROHIBITED BY LAW (INCLUDING UNDER AUSTRALIAN CONSUMER LAW) OR OTHERWISE INAPPLICABLE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ANY AND ALL WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE.

In particular, the released parties make no and expressly disclaim any warranty that:

1. the Service will meet your requirements,
2. the Service will be uninterrupted, timely, secure, or error-free,
3. the results that may be obtained from the use of the Service, including data, will be accurate or reliable,
4. the quality of any data or service available on the Service will meet your expectations, and
5. any errors in the service will be corrected.

Any material obtained through the use of the Service is accessed at your discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the use of any such material.

We cannot guarantee and do not promise any specific results from the use of the App and/or the Service. You agree also to take the risks of interruption of the Service for any technical reasons.

10.2. Absence of Any Advice on the Service

Any statement that may be posted on the Service is for informational and entertainment purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

The Company makes no representations or warranties and, to the fullest extent permitted by law, expressly disclaims any and all liability relating to your reliance on the statements or other information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

10.3. Change of Website Information and Service

We may change all the information provided on the Service at our sole discretion without notice.

We may at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) at our sole discretion with or without notice.

10.4. These Terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

10.5. If you are a consumer based in the EEA or Switzerland:

10.5.1. As part of the legal obligation to make sure that our Service conforms to these Terms, we may, from time to time, offer and request you to install security and technical updates. It is your responsibility to install such updates without delay and to update the operating system of your end device if this is required for such updates. We will not be liable for any lack of conformity of the Service resulting from the lack of the relevant update when you fail to install the update that we supplied to you.

10.5.2. If our Service does not conform to these Terms, you have the right to have the defect corrected. You will reasonably cooperate with us to assess whether the cause of the lack of conformity lies in your digital environment. If you do not provide such cooperation, the burden of proof of any conformity will lie with you.

11. LIMITATION OF LIABILITY

11.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE APP OR CONTENT) AND PRODUCTS, OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT, AND USER CONTENT), AND THIRD-PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT, SERVICE, OR PRODUCTS, IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

11.3. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

11.4. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. TO THE EXTENT THAT ONE OR ANY ASPECT OF LIMITATIONS SET OUT ABOVE DOES NOT APPLY, ALL REMAINING ASPECTS SURVIVE, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11.5. If you are a resident of the EEA or Switzerland:

If defective digital content supplied by us within the Service damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

11.6 If you are a resident of Australia:

Our Service comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled to:

(a) cancel your contract for purchase of the Service; and
(b) receive a refund for the unused portion of the Service, or compensation for its reduced value.

If a failure with the Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to cancel your contract for purchase of the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Service.

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12. INDEMNITY

12.1. You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents, and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service or Products, (ii) your User Content, or (ii) your violation of these Terms.

12.2 The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

13. INTERNATIONAL USE

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be illegal. You access the Service at your own initiative and you are responsible for compliance with local laws.

14. GOVERNING LAW AND VENUE

14.1. These Terms shall be governed in accordance with the laws of England, Wales, and Hong Kong Special Administrative Region(excluding its body of law governing conflicts of law).

14.2. To the extent that any action relating to any dispute hereunder is for whatever reason not submitted to arbitration, each of the parties submits to the exclusive jurisdiction of the courts of England and Wales and the courts of Hong Kong Special Administrative Region to settle any disputes that may arise out of or in connection with these Terms and that accordingly proceedings must be brought in such courts.

14.3. The parties irrevocably submit to the personal jurisdiction and venue of the courts of England and waive any defenses of improper venue or forum non conveniens.

14.4. If you are a consumer based in the EEA or Switzerland :

Nothing in these Terms shall deprive you of the protection afforded to consumers by the mandatory rules of law of the country in which you live.

If you have a complaint, please contact us at support@dancefit.me . If you feel your complaint is not adequately addressed you may –but are not obliged to –use the Online Dispute Resolution (ODR) platform that you can access through http://ec.europa.eu/odr . Other than as set out in these Terms, the Company does not participate in any alternative dispute resolution scheme.

You may bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this country of habitual residence is an EEA, which courts are –with the exclusion of any other court - competent to settle any of such a dispute. The Company shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence.

You agree that the Services, Terms, and any dispute between you and the Company shall be governed in all respects by laws of England and Wales, without regard to choice of law provisions, and not by the 1980 UN Convention on Contracts for the International Sale of Goods.

15. MISCELLANEOUS PROVISIONS

15.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

15.2. Subject to Section 8, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

15.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements, or representations, whether written or oral, regarding such subject matter.

15.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of the Company's rights and obligations under the Terms (unless otherwise expressly indicated).

15.5. All information communicated on the Service is considered electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You also agree that such communication may be conducted by using third-party providers that allow us to manage and facilitate these electronic interactions efficiently and securely. In recognition of the diverse and complex nature of our Service, you acknowledge that we engage third-party providers for a broad range of services that support and enhance our offerings. This may include, but is not limited to, processing transactions, as well as other operational, technical, and logistical support functions. Our use of third-party service providers allows us to deliver our Service more efficiently and effectively for you.You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

15.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

16. CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service and Products, you may contact us at: support@dancefit.me.

If you have any legal inquiries or privacy inquiries you may contact us at support@dancefit.me.

If you learn about our product through the web, please contact us at supportweb@dancefit.me.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Last Updated: 13 Oct 2024