

Terms of Use

WELCOME AND CONSENT TO TERMS

Kinetic Creativity (referred to collectively in this policy as “KC”, “we” or “us”), is an Pennsylvania based LLC benefit company educational organization. Through one or more website(s) operated at kineticcreativity.dance (the “Sites”) and other activities, KC seeks to inform the general public about its philosophy and dance programs designed to engage all children—regardless of background, ability, or socioeconomic status—and motivate them toward excellence. These Terms of Use apply to our Sites, regardless of media platform (e.g., computer, smartphone, tablet, etc.).

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Immediately upon your posting of any User Content whether directly on our Sites, on the KC Facebook page, or via other KC social media, you grant KC a fully transferable, irrevocable, perpetual, worldwide, royalty-free and non-exclusive license to use, sublicense, distribute, transmit, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Sites and in connection with other KC projects and forums, and to associate such User Content with you if you originally posted it with your name or other identifying information.

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Our Sites may include hyperlinks to sites maintained or controlled by affiliated or unaffiliated third parties. Our Terms of Use do not apply to those sites. We have not reviewed any third-party websites for accuracy, completeness or non-infringement and do not approve or endorse the contents of, or any of the products or services on, such

websites. We make no representations or warranties about such third-party sites and content and take no responsibility and are not liable for them or the content provided therein.

PROHIBITED ACTIVITIES/PROHIBITED CONTENT

We make our Sites and content available free of charge to the public and encourage you to visit our Sites and use our KC Content often. We also encourage you to use our Comment feature, but please refrain from being insulting or personally attacking others. To support an active and vibrant community resource, we require that you agree to use the Sites as follows:

1) You may not reproduce, duplicate, copy, or repackage content from our Sites for sale or otherwise, except as set forth under Copyright/KC Content Sharing above.

2) You may not use automated “high-volume” means to access our Sites (including without limitation, robots, spiders, scripts or web-scraping tools).

3) You may not use the Comment features or other public forums for communications unrelated to our Sites.

4) You may not post any of the following Prohibited Content:

- Content that you know to be inaccurate, false or misleading;
- Content that is illegal (e.g., harasses, threatens, or defames others; contains obscene language or pornographic images; or is discriminatory);
- Content that infringes the intellectual property, privacy or publicity rights of a third party; or
- Content that KC in its sole discretion determines to be offensive, inappropriate or inconsistent with KC’s values and/or mission.

KC does not routinely screen or monitor content posted by users to the Sites, and has no obligation to do so, but we expressly reserve the right to remove Prohibited Content of which we become aware, or any content of any type whether created by us or by others, at a time and in a manner of our choosing without prior notice. If at any time you discover that any User Content you have posted or otherwise

submitted to our Sites contains or may contain Prohibited Content you should immediately inform us at info@kineticcreativity.dance.

GENERAL INDEMNIFICATION

You agree to indemnify, hold harmless, and at our option, defend KC, its subsidiaries and affiliates, and each of our and their respective directors, officers, agents, contractors, employees, and assignees, from and against any and all claims, liabilities, expenses and damages, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with or as a result of any third party claim or demand relating to or arising out of (a) your use or attempted use of the Sites or the content or discussions and public forums included therein; (b) your violation or alleged violation of any law or infringement of any rights of any third party; or (c) User Content that you post or otherwise make available on the Sites, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary or personal rights.

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CONTACT

If you have questions about these Terms of Use or our Sites generally, please contact us by email at info@kineticcreativity.dance or by mail at our main office at:
Kinetic Creativity
PO Box 703
Erie, PA 16512

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