

Effective Date: October 1, 2024

Welcome to **Leaps and Bounds Dance Academy!** These Terms and Conditions (“Terms”) govern your use of our website and services. By accessing or using our website, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our site or services.

1. Acceptance of Terms

By using **Leaps and Bounds Dance Academy** (“we,” “us,” or “our”) website and services, you agree to comply with and be bound by these Terms. We reserve the right to update these Terms at any time, and your continued use of our services signifies your acceptance of any changes. We encourage you to review these Terms periodically.

2. Use of the Website

You agree to use our website only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable federal, state, local, or international law or regulation.
 - Attempt to gain unauthorized access to any part of the website, other accounts, or networks connected to the site.
 - Transmit, or procure the sending of, any unauthorized advertising or promotional materials, including spam or junk mail.
 - Use the website in any way that could disable, overburden, or damage the site, or interfere with other users’ use of the website.
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3. User Accounts

To access certain features of the website or services, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain the security of your account credentials and notify us immediately of any unauthorized use.

- Be responsible for all activity that occurs under your account.

We reserve the right to suspend or terminate your account if any information provided during registration proves to be inaccurate or violates these Terms.

4. Payments and Fees

If you purchase any products or services through our website, you agree to pay all applicable fees and charges. All payments must be made in a timely manner and in accordance with our pricing schedule.

- **Payment Methods:** We accept payment via Stripe.
- **Refunds:** Our refund policy is outlined separately in the client and Ecco Consultants contract.

We reserve the right to change our pricing or introduce new fees with prior notice.

5. Intellectual Property Rights

All content, features, and functionality on our website, including but not limited to text, images, graphics, logos, videos, software, and code, are the exclusive property of **Leaps and Bounds Dance Academy** or its licensors and are protected by international copyright, trademark, patent, and trade secret laws.

You agree not to:

- Reproduce, modify, or distribute any content from the website without our prior written consent.
 - Use any of our intellectual property for commercial purposes without explicit permission.
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6. Third-Party Links

Our website may contain links to third-party websites or services that are not owned or controlled by **Leaps and Bounds Dance Academy** . We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party

websites. You acknowledge and agree that we shall not be responsible for any damage or loss caused by your use of any third-party website.

7. Limitation of Liability

To the fullest extent permitted by applicable law, **Leaps and Bounds Dance Academy** shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising from:

- Your use of, or inability to use, our website or services.
 - Any conduct or content of any third party on our website.
 - Any unauthorized access or use of our servers and/or any personal information stored therein.
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8. Disclaimer of Warranties

Our website and services are provided on an “AS IS” and “AS AVAILABLE” basis. We do not warrant that:

- The website will meet your specific needs or expectations.
- The website will be uninterrupted, secure, or error-free.
- The results obtained from using our services will be accurate or reliable.

We disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Indemnification

You agree to indemnify, defend, and hold harmless **Leaps and Bounds Dance Academy**, its affiliates, employees, agents, and licensors from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys’ fees, arising out of your violation of these Terms, your use of the website, or your infringement of any intellectual property or other rights of any person or entity.

10. Termination

We reserve the right to terminate or suspend your account and access to our website and services at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other users of the site, us, or third parties.

11. Governing Law

These Terms shall be governed and construed in accordance with the laws of **Leaps and Bounds Dance Academy**, without regard to its conflict of law provisions. Any disputes arising out of or relating to these Terms or your use of the website shall be resolved in the state or federal courts located in **Utah**.

12. Changes to Terms and Conditions

We reserve the right to modify or replace these Terms at any time. All changes will be posted on this page with an updated "Effective Date." Continued use of the website after any such changes constitutes your acceptance of the new Terms.

13. Contact Us

If you have any questions or concerns regarding these Terms, please contact us at:

Leaps and Bounds Dance Academy
leapsdanceaf@gmail.com
Katie Collier 801-669-3345