

Terms & Conditions

PLEASE READ CAREFULLY

THIS AGREEMENT ("AGREEMENT") IS A BINDING AGREEMENT BETWEEN TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL AND YOU AND, IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, "YOU"). YOUR USE OF TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL PRODUCTS, SOFTWARE, SERVICES, SERVERS, AND WEB SITES (REFERRED TO COLLECTIVELY AS THE "SERVICES" IN THIS DOCUMENT) IS SUBJECT TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT INCORPORATES BY REFERENCE (1) THE PRIVACY POLICY ("PRIVACY POLICY"), AS IT MAY BE MODIFIED BY TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL FROM TIME TO TIME.

IN ORDER TO USE THIS SERVICE OR ANY SOFTWARE PRODUCTS PUBLISHED BY TOP HAT AND TAILS, LLC dba DALLAS DANCE FESTIVAL, YOU MUST ACCEPT THESE TERMS AND CONDITIONS. YOU CAN ACCEPT THESE TERMS BY ACTUALLY USING THE SERVICES, IN WHICH CASE YOU UNDERSTAND AND AGREE THAT TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL WILL TREAT YOUR USE OF THE SERVICES AS ACCEPTANCE OF THE AGREEMENT FROM THAT POINT ONWARDS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR ARE BARRED FROM RECEIVING THE SERVICES UNDER THE LAWS OF THE UNITED STATES OR OTHER COUNTRIES INCLUDING THE COUNTRY IN WHICH YOU ARE RESIDENT OR FROM WHICH YOU ARE USING THE SERVICES, YOU MAY NOT USE THE SERVICES.

1. Definitions

In this Agreement, the terms:

- "Agreement" means these Terms and Conditions, applicable Transaction Documents, Acceptable Use Policy, and any related attachments.
- "TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL" means dallasdancefestival.com, its Affiliates, or entities authorized by TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL to provide a Service.
- "Customer" means the entity that orders the registration items or products offered by the Event Director in the name of a particular dance convention and is responsible for the payment of fees under, and compliance with, this Agreement.
- "Confidential Information" means any information disclosed previously or in the future ("disclosed" means any of information, of access to information, or of means to gain access to information) by either party to the other party, either directly or indirectly, in writing, orally, by inspection of tangible objects or otherwise (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing and finances documents), which are indicated by the party to be "Confidential," "Proprietary" or similarly designated, or which under the context of its disclosure ought to be considered confidential. Information communicated orally shall be considered Confidential Information if such information is identified as Confidential Information at the time of disclosure or if such information is confirmed in writing, including confirmation via email, as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party shall give the disclosing party prompt written notice of such requirement prior to any disclosure so that the disclosing party may seek a protective order or other appropriate relief.

- "Licensed Materials" means any TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL documentation designed to facilitate the use of any TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL Product or Service by the Customer.

2. Responsibilities

General. Each party shall perform its obligations as set forth in this Agreement. TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL shall provide the Services as set forth in any applicable Transaction Document.

Ownership. TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL shall retain all right, title and interest to any patents, copyrights, trade secrets or other proprietary rights in the Service and Licensed Materials. TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL may make changes to Licensed Materials or Service at any time without notice.

No Resale. Except as expressly permitted in a particular Transaction Document, Customer shall not resell the Services to a third party nor enter into any similar relationship with a third party to enable the purchase or use of the Services or Licensed Materials through Customer. For purposes of the foregoing, end users accessing the Customer web site are not considered to be using the Services. When using the Services, Customer shall comply with TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL then-current Acceptable Use Policy.

No Modifications. Except as expressly permitted in a particular Transaction Document, Customer shall not modify, alter, tamper with, or otherwise interfere with proper functioning of the Licensed Materials or Service. Customer shall not remove, obscure, modify, or otherwise inhibit the full and complete display of any branding or proprietary marks in the Service user interface. Customer acknowledges that Licensed Materials may incorporate hardware- and Internet-based licensing mechanisms designed to prevent piracy of Licensed Materials. Customer grants TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL the right to utilize such licensing mechanisms and shall not interfere with the proper functioning of such mechanisms.

Test and Support Internal Use Licenses. Customer grants to TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL a not-for-resale ("NFR") license for the use of any Customer products to be virtualized, packaged, or delivered using the Services. Such NFR license shall be limited to the purposes contemplated in this Agreement and any associated Transaction Documents, including but not limited to testing, supporting, packaging, or preparing Customer products for use with the Services, and shall otherwise be subject to the terms of the applicable Customer End-User License Agreement, except to the extent inconsistent with this Agreement. Any Customer materials provided to TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL under the NFR license shall be treated as Confidential Materials by TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL.

3. Payment Terms

Taxes and Fees. Prices for items and services do not include any taxes or administrative fees. Any taxes and administrative fees, if applicable, are defined as individual line items, and are the responsibility of Customer.

Returns, Refunds, and Cancellations. The sale of event tickets and contest entries are considered final and cannot be returned, refunded, or cancelled once the event has begun or the specific contest entry deadline has passed. Any disputes or discussions for specific item return, refunds, or cancellations must be addressed with the Event Director of the event. As specified by the Event Director, approved returns, refunds, or cancellations of processed charges may take place at the event and may be processed with a separate check. For any questions not covered in this section, please email directors@dallasdancefestival.com to request more details.

Delivery and Shipping Policy. Any event products purchased through TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL are delivered to the customer at the time of the onsite event check-in. Event Products do not incur a separate shipping fee other than any administrative fee assigned by the Event Director at the time of purchase. For any other delivery requests, please contact the Event Director. For any questions not covered in this section, please email directors@dallasdancefestival.com to request more details.

4. Confidentiality

Confidentiality of the Agreement. The terms of any Transaction Documents and attachments, shall be treated as Confidential Information by the parties.

Non-Disclosure of Confidential Information. Each party agrees not to use any Confidential Information of the other party for any purpose except in support of the activities contemplated in this agreement. Each party agrees not to disclose any Confidential Information of the disclosing party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning matters related to this Agreement. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder.

Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless such copying is previously approved in writing by the disclosing party. Each party shall reproduce the disclosing party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

Ownership and Return of Materials. Any and all Confidential Information disclosed by either party hereto is and shall remain the property of the disclosing party. All documents and other tangible objects containing or representing Confidential Information, either in whole or part, which has been disclosed by either party to the other party, and all copies thereof which are in the possession of the receiving party, shall be promptly returned to the disclosing party upon the first of the following to occur: (i) the disclosing party's written request; (ii) the completion of the purpose for which it was provided; (iii) the determination by the receiving party that it no longer desires to possess the Confidential Information; or (iv) within thirty (30) days after any termination of this Agreement.

No Additional Restriction. Nothing in this Agreement shall restrict the disclosing party from using, disclosing or disseminating its own Confidential Information in any way.

Residuals. Notwithstanding the foregoing provisions of this Section 4, the receiving party will have the right to use and exploit Residuals, except that Residuals shall be subject to the same limitations on disclosure as the receiving party would impose on its own confidential information of like value. As used herein, "Residuals" means ideas, information and understandings that are retained in the memory of an ordinary person skilled in the art, not intent on appropriating the Confidential Information of the disclosing party as a result of his or her review, evaluation or testing of such Confidential Information.

5. Indemnification

Customer shall defend, indemnify, and hold harmless TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL or its agents or suppliers for any claim resulting from a violation of the Acceptable Use Policy, any infringement of patents, copyrights, or other intellectual property rights resulting from Customer content, use of the Service other than as specified in relevant TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL documentation, or use of products or services not supplied by TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL. TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL shall promptly notify Customer in writing of any claim, suit, or proceeding for which an indemnity is claimed, and allow Customer to control the defense of any claim, suit, or proceeding. Customer shall not enter into any settlement that imposes liability or obligations on TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL without obtaining TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL prior written consent.

6. Disclaimer and Limitation of Liability

EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, STATUTORY OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED

BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SECURITY.

LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY OR A THIRD PARTY FOR ANY INDIRECT OR SPECULATIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS, IRRESPECTIVE OF WHETHER THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES; PROVIDED, HOWEVER THAT THIS LIMITATION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY, OR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, A PARTY'S TOTAL COLLECTIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY, PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY, OR DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT.

Governing Law, Jurisdiction and Attorneys' Fees. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law provisions. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties, the term "prevailing party" shall be determined by that same process. The Federal and State Courts located in Cobb County, Georgia shall have sole jurisdiction over any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

Notices. Except as otherwise set forth herein, notices made by us to you under this Agreement that affect our customers generally (e.g., notices of amended Agreements, AUPs, updated fees, etc.) will be posted on the event web site. Notices made by us under this Agreement for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via the email address provided to us in your registration for the Services or in any updated email address you provide to us in accordance with standard account information update procedures we may provide from time to time. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email. For notices made by you to us under this Agreement, all notices shall be required to be sent in writing and shall be deemed to have been given upon the date it was delivered by courier or, if by certified mail return receipt requested, on the date received, to TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL PO Box 136394 Fort Worth, TX 76135.

No Agency, Partnership or Joint Venture. No agency, employment, partnership, joint venture, or other joint relationship is created hereby. TOP HAT AND TAILS LLC DBA DALLAS DANCE FESTIVAL and Customer are each independent contractors with respect to the other and neither has any authority to bind the other in any respect whatsoever.

Assignment. Neither party may assign, transfer or delegate this Agreement or any right and/or obligation of the party hereunder to any third party hereto without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement and such party's rights and obligations hereunder without the consent of the other party to a subsidiary, parent, or entity under common control. In addition, either party may assign this Agreement, and its rights and obligations hereunder, to any third party that acquires all or substantially all of such party's stock or assets relating to that portion of such party's business that is related to the subject matter of this Agreement, provided that such party assumes all of the obligations of the assigning company under this Agreement. Any attempted assignment, delegation, or transfer in contravention of this Agreement shall be null and void.