

## **MorDance Terms of Use**

### **Terms of Use**

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### **Changes to the Terms of Use**

MorDance may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

### **Privacy**

Please review our [Privacy Policy](#) to understand our practices regarding your privacy in connection with our online services.

### **Electronic Communications**

When you visit this website or send emails to us, you are communicating with us electronically. As part of these Terms of Use, you: (1) consent to receive communications from us electronically, including communications by email or by notices posted on our website; and (2) agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with the Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To impersonate or attempt to impersonate MorDance, a MorDance employee, another user, or any other person or entity, including, without limitation, by using email addresses associated with MorDance.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm MorDance or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any device, software, or routine that interferes with the proper working of the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Otherwise attempt to interfere with the proper working of the Website.

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### **Applicable Law**

By visiting this website, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will have exclusive jurisdiction to govern these Terms of Use and any dispute of any sort that might arise between you and MorDance.

**Disputes and Arbitration**

Any dispute relating in any way to your visit to this website, or to products or services you purchase through this website, shall be submitted to confidential binding arbitration pursuant to the Federal Arbitration Act in New York, New York; except that, to the extent you have in any manner violated or threatened to violate MorDance's intellectual property rights, MorDance may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms of Use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

**Severability**

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.