

# terms



# conditions

[www.migrationdance.com](http://www.migrationdance.com) ("the Website") is an online video streaming and research platform that was developed and is managed by MIGRATION DANCE FILMS PRODUCTIONS INC. ("us", "we", "our") a corporation incorporated pursuant to the Corporations Act (Canada), having its registered office and place of business in Montreal, Quebec, Canada.

You have to read the following terms of use ("Terms") that govern your use and visiting of the Website and any purchase you make on the Website. As soon as you start visiting the Website, an agreement and some legal undertakings are created between you and us. If you do not agree with these Terms, you have to stop visiting or using the Website. We may make changes to these Terms at any time and at our discretion. Any changes we make will be effective immediately when we post a revised version of these Terms on the Website. By continuing to use this Website after that date, you agree to the changes. Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular features on the Website are also incorporated into these Terms.

If you have any questions, please contact us by email at the following address: [info@migrationdance.com](mailto:info@migrationdance.com) and we will make sure to answer you as soon as possible. All notices you send us must be sent to the same email address.

## DESCRIPTION OF OUR WEBSITE

The Migration Dance Film Project digital platform ("Website") is a bilingual (French and English) streaming and research platform developed by MIGRATION DANCE FILM PRODUCTIONS, INC. Its purpose is to support the distribution, dissemination and promotion of audio-visual content (videos, audio, podcasts, live-streaming, and textual) (the "Creative Content") and provide access to other curated creative content to audiences worldwide.

## REQUIREMENTS FOR USE OF THE WEBSITE

Our Website requires a mobile device, computer, computing device and/or platform with Internet access. The software needed to access the Website and its features may require periodic updates to maintain their availability. The use of our Website may be affected by the performance of the Internet connection, the mobile device, computer, computing device and/or platform, other third party accessories, software and devices.

## ONLINE COMMERCE CONDITIONS

The Website will allow you to stream the Creative Content in consideration of a price and/or a donation.

Payment for the usage of the Website's services is on a "pay-per-use" basis and the price of each of the Creative content will be identified.

Before, we will require you to register to create an account and provide certain information consisting of your name, address, telephone number and e-mail address, as well as any other information requested. In doing this, you agree to: provide true, accurate, current and complete information about yourself as prompted by the relevant registration form. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account. Maintain and promptly update the data we hold by logging into your account and updating via 'My account'.

When your account is created, you can place an order to stream the offered content by filling out the proposed form.

After filling out the forms, you carry out your selected order by following the instructions displayed on the screen. At the end of the ordering procedure, a recap of your order is displayed on the screen for confirmation. In light of this recap, you may identify errors made in the entry of data and correct them, as well as confirm or cancel your order. The contract is final once you confirm the recap of your order. There is no possibility of refund, return or exchange of anything you buy on our Website.

We will immediately send you an electronic confirmation of the details of your order.

Fees and/or donation must be paid at the time through the secure online payment website "WooCommerce" at <https://woocommerce.com/document/woocommerce-security-faq/#> which is a third-party website. We are not responsible for the legality, quality, accuracy, timeliness, reliability or any other aspect of this website and the information obtained during your visit to this third-party website and the information that you give, such as your credit card number and contact information, is collected by the third-party website and not by us. You release us and our officers, directors, employees, agents and their respective successors and assignees from any damages that you incur, and agree not to assert any claims against them, arising from your donation through this third-party website.

You may ask us to cancel your account at any time by contacting us at: [info@migrationdance.com](mailto:info@migrationdance.com)

## WEBSITE USE

By accessing the Website, you warrant and represent to us that you are legally entitled to do so and to make use of information made available via the website.

You can use the Website only and exclusively for your own and personal purpose to the exclusion of any commercial purposes and any other purposes.

The following are forbidden on the Website:

- Impersonating of any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Using our Website in any way or take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the website;
- Using our Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or encourages such activity;

If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account and prevent you from accessing the Website at any time without notice to you. If that happens, you may no longer use the Website or any Content. You will still be bound by your obligations under these Terms.

## COPYRIGHT AND TRADEMARKS

The Website and any of its content, including without limitation, the Creative Content, texts, drawings, images, graphics, interfaces, source code, audio and video clips, and the arrangement and the choice of such content (the "Content") are our sole and exclusive property or duly licensed to us and are protected by the Canadian Copyright Act. It is strictly forbidden to reproduce, publish, republish, or otherwise use this Content except as it is permitted by the Terms.

Any and all trademarks and tradenames, registered or not (collectively the "Trademark") are the sole and exclusive of property of our company or our licensor that have granted us the right to use them.

## LINKS

The Website may contain links to other websites that may be owned or operated by third parties. The fact that we may link to those websites does not indicate any approval, affiliation, association or endorsement of those websites and trademarks, trade names, drawings, logos, symbols or other copyrighted elements appearing on such websites. We have no control over those websites. We are not responsible for the content or the privacy practices of those websites. Your use of other websites is at your own risk and is subject to the terms of those websites. Consequently, we cannot be held responsible and we disclaim any warranty of any nature related to the content of such websites. However, we will consider any comments that you may have regarding those links.

## PRIVACY

Please note that all personal information we collect through the Website are used in conformity with our Privacy Policy.

## DISCLAIMER OF WARRANTIES

We disclaim any and all warranty or representation related to the accuracy, adequacy or the reliability of the Content or the content of any other website linked on our Website or of any use of the Website or one of its element that could be made by you or a third party. We try to keep the Website up, bug-free and safe, but you use it at your own risk.

We provide the Website and its Content to you "as is" and "as available" without any warranty, express or implied. To the fullest extent permissible by law, we disclaim all warranties, express or implied, including any warranty of title, non-infringement, accuracy, fitness for a particular purpose, or warranties that may arise from using the Website or its content. We do not guarantee that the website will always be safe, secure or error-free or that the Website will always function without virus, disruptions, delays or imperfections.

We are not responsible for the actions or information of third parties, and you release us from any claims and damages, known and unknown, direct or non-direct, of any nature, arising out of or in any way connected with any claim you have against any such third parties.

## LIMITATION OF LIABILITY

In no event we, our principals, officers, directors, representatives, employees, shareholders, investors, contractors, licensors, licensees, suppliers and agents will be responsible or liable to you or anyone else for, and you hereby knowingly and expressly waive all rights to seek, direct, indirect, incidental, special or consequential damages of any type other than out of pocket expenses, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the Website or the Content, even if we have been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory. Without limiting the foregoing, you expressly acknowledge and agree that we, our principals, officers, directors, representatives, employees, shareholders, investors, contractors, licensors, licensees, suppliers and agents will have no liability or responsibility whatsoever for (a) any failure of another user of the Website to conform to the codes of conduct, (b) personal injury or property damage, of any nature whatsoever, whether arising in contract or in tort, resulting from your personal to and use of the Website or its content, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any bugs, viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature which may be transmitted to or through the Website, or (e) any errors, mistakes, inaccuracies or omissions in any Content. Your sole and exclusive remedy for dissatisfaction with the Website is to stop using the Website. Some jurisdictions do not allow the exclusion or limitation of damages, so these may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

## DISCLAIMER – CONTENT

WE SHALL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES, FOR THE CONTENT OR INFORMATION THAT OTHERS POST ON OR TRANSMIT TO OUR SERVICES, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY OR PROFANITY CONTAINED IN ANY SUCH INFORMATION, OR FOR THE CONDUCT OF ANY OF OUR USER.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## INDEMNIFICATION

If anyone brings a claim against us related to your use of the Website, the Content or your violation of these Terms and any activity, employees, shareholders, investors, contractors, licensors, licensees, suppliers and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

## APPLICABLE LAWS

These terms are governed by Canadian law. Any contract for the purchase of online courses from this site and any dispute or claim arising out of or in connection with any such contract will be governed by Canadian law. You and we both agree that the courts located in the city of Montreal, Quebec, Canada, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that the Website is proper in those courts.