

# Terms and Conditions for using the “dance360-school” dance teaching tool

## 1. Objective

- 1.1 “dance360-school” (hereinafter also referred to as “the internet platform” or “platform”) is a web-based teaching tool intended to inject fresh impetus into dance at schools on a broad scale.
- 1.2 First and foremost, it is intended to help teaching staff to teach dance styles, diverse moves and playful choreographies at various levels of ability. In addition, the implementation of the content is supported by teaching methodology inputs.
- 1.3 The teaching tool is also intended for use by interested pupils directly. Those wishing to learn above and beyond the curriculum have the possibility of learning a broad range of steps, either independently or in learning groups.
- 1.4 The teaching tool is also intended for use by sports clubs and other institutions, to enable them to incorporate dance into their valuable work with children and young people.

## 2. Possible uses

- 2.1 The internet platform “dance360-school” is operated by Verein Bewegungskultur, Zurich, and offers users the possibility of learning different dance styles and cool moves.
- 2.2 The platform is available to individuals and corporate entities. Users can log in and set up a personal account in which they can then create their own step combinations and dance mixes, and store them in a playlist.

## 3. Use of the platform

- 3.1 For the main log-in, a password can be requested from the platform operator at [dance360@bewegungskultur.ch](mailto:dance360@bewegungskultur.ch). On logging in on the main log-in screen or registering a personal account, a contract governing the use of the platform comes into effect between the platform operator and the user.
- 3.2 All users of the platform are obliged to specify their correct name. The user can generate the user name and password themselves. In order to log in, the user is obliged to enter the following details:
  - Name or institution
  - E-mail address

## 4. Obligations of the platform user

- 4.1 The user is obliged to use the teaching tool exclusively for their own teaching and learning purposes.
- 4.2 At their own expense, the user must ensure that the necessary conditions are in place for accessing the internet.
- 4.3 The user name and password for the personal account may be used only by the registered user. The user can change the password at any time.
- 4.4 Institutions have an obligation towards the platform operator to ensure that only authorised persons use the platform in their name and with their password.
- 4.5 The user is prohibited from misusing the platform and from breaching the law and/or violating the rights of third parties.
- 4.6 The content of this platform is protected by copyright, even where not expressly mentioned. The content (texts, images, videos, etc.) may be reused only with the express permission of the platform operator.

## 5. Financial

- 5.1 In principle, the website may be used free of charge.

5.2 The maintenance and further development of “dance360-school” is primarily dependent on the platform operator’s financial resources for the teaching tool, which take the form of voluntary contributions from users.

5.3 Adult users and institutions that use the teaching tool regularly and are interested in its further development are kindly requested to contribute towards future costs.

The amount of voluntary contribution can be determined by the user and should be paid to the following beneficiary:

IBAN: CH43 0900 0000 8543 3143 1

Verein Bewegungskultur

Postfach 1920

CH-8027 Zurich

Account: 85-433143-1

Please specify “dance360-school” as the payment reference – thank you.

5.4 Verein Bewegungskultur is a non-profit organisation and commits itself to investing all proceeds from “dance360-school” into the further development of the teaching tool. In the event that the platform is discontinued, Verein Bewegungskultur may use any remaining funds for other projects that benefit school sports.

## **6. Rights, services and liability of the platform operator**

6.1 The platform operator is entitled to change, supplement, limit or discontinue the services, the content or the structure of the platform and its corresponding user interface at any time and without being required to state reasons.

6.2 The platform operator offers no guarantee that the platform will be available at all times and without faults. Furthermore, the platform operator provides no assurances that the data entered on the platform will be processed, forwarded and stored correctly and completely at all times and without technical problems, and therefore assumes no liability in relation thereto.

6.3 The platform operator may interrupt the service for important reasons, e.g. faults or maintenance work. If possible, information about interruptions will be announced by e-mail.

6.4 If the platform operator has placed links to third parties, it assumes no liability for the websites in question, especially with regard to the accuracy, completeness or timeliness of content or to the violation of third-party rights.

6.5 Should the user have any specific recommendations for improving the platform, the platform operator will be pleased to hear these and, where possible and reasonable, will include the user in the further development.

## **7. Data protection**

7.1 The platform operator is entitled to register data entered by the users and to use it for internal analysis and marketing purposes.

7.2 The platform operator undertakes not to sell or otherwise provide data to other organisations and companies. Data will be provided to third parties only in an anonymous form, e.g. as statistics.

## **8. Cancellation of the contract**

8.1 The user may delete their personal account at any time. Personal data (user name and e-mail address) will also be deleted if a message to this effect is sent to the platform operator by e-mail.

8.2 Should the platform operator discontinue its services, it undertakes to inform the user thereof at its earliest convenience.

## **9. Contract amendments**

9.1 The platform operator reserves the right to change these terms and conditions. Any changes will be announced on the website in due time and can be printed out. In such instance, the user is

entitled to cancel this contract within 30 days of the announcement being made. Should the user fail to do so, the parties agree to continue the contract under the new conditions.

## **10. Final provisions**

10.1 The terms and conditions and the legal relationship between the platform operator and the user are subject exclusively to Swiss law. The place of jurisdiction is Zurich.

### **Contact details of the platform operator:**

Verein Bewegungskultur

Postfach 1920

CH-8027 Zurich

E-mail address for enquiries about the dance teaching tool: [dance360@bewegungskultur.ch](mailto:dance360@bewegungskultur.ch)

E-mail address for general enquiries: [info@bewegungskultur.ch](mailto:info@bewegungskultur.ch)

Date of these terms and conditions: 1 June 2010.