

# Legal Notices

Last updated: September 10, 2024

Welcome to The Vibe Dance Studio's website ([thevibedance.ch](https://thevibedance.ch)). By using our site, you agree to these Legal Notices, which include our Privacy Policy, Terms and Conditions, and Cookies Policy.

## 1. Privacy Policy

### 1.1. Information We Collect

- **Contact Form:** If you send us an inquiry through our contact form, we collect the details you provide, such as your email address, to respond to you and handle any follow-up questions. We won't share this information without your consent.
- **Cookies:** We use cookies, including Google Analytics, to enhance your experience and understand how you interact with our site.

### 1.2. Legal Basis for Processing

We process your data because you've given us consent, such as by filling out our contact form, and for our legitimate interest in improving our services.

### 1.3. How We Share Data

Your data might be shared with:

- **Service Providers:** We use Netlify to process our contact form and SimplyBook.me for managing class bookings. We also use Google Analytics to analyze website traffic. These providers have their own privacy policies.

### 1.4. Managing Cookies

You can control cookies through your browser settings. Please note, disabling cookies might affect how our website functions.

### 1.5. Your Rights

You have the right to access, correct, or delete your data. You can also withdraw consent at any time. To do so, contact us at [info@thevibedance.ch](mailto:info@thevibedance.ch).

### 1.6. Data Retention

We keep your data only as long as necessary to respond to your inquiries or as required by law.

### 1.7. Security

We take reasonable steps to protect your data, but please remember that no internet transmission is completely secure.

### 1.8. Children's Privacy

Our website is not intended for children under 16. If you believe we've collected data from a child, please contact us to have it removed.

## **2. Terms and Conditions**

### **2.1. Scope and Contract Formation**

These Terms regulate your participation in our dance classes and services. By registering, you agree to these Terms. A contract is formed when we confirm your registration, whether online, in person, or by phone. The participant should read the terms carefully before signing.

2.1.1 In consideration of joining in group or private classes at “The Vibe Dance Studio” ( the “Activities”), I agree and acknowledge that I am fully aware that participation in the activities may involve risks.

2.1.2. "Claims" includes but is not limited to any and all of liabilities and/or my claims, demands, legal actions, rights of actions for damages, financial or economic loss, or damage to or loss of my property incurred or suffered by me directly or indirectly as a result, in whole or in part from my participation in the activities.

2.1.3. “Released party” means “The Vibe Dance Studio” (legally: Nat.so.Fun / Nat Izbicka)

2.1.4. I agree and acknowledge that:

- The activities may be physically strenuous.
- I am in proper physical condition to participate in the activities.
- I am aware that participation could, in some circumstances result in physical injury; and
- I understand my physical limitations and am sufficiently self-aware to stop the physical activity before i become ill or injured and will do so.

### **2.2. Waiver and limitation of liability**

- Except if a released party acts with gross negligence or willful intent and except for death and bodily injury resulting out of a released party's gross negligence or willful intent, I hereby for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any claims arising out of contract, tort, property owner's liability or otherwise I may have now or at any other time, against any released party and I agree, by accepting the inherent dangers and risks associated with the activities, not to make any claim against or seek any compensation from the released parties in respect of any loss or damage suffered by me, or damage to or loss of property I sustain as a result of my participation in the activities;
- I agree to hold harmless each released party from any loss or liability defending any claim (excluding personal injury or death caused by the gross negligence or willful intent of that released party);
- I acknowledge and agree that no released party shall be liable for any personal injury, illness, or death, unless caused by the gross negligence or willful intent of that released party;
- I accept that this release and waiver is reasonable given the nature of the activities.

### **2.3. Medical disclosure**

- I acknowledge and agree that my health and fitness needs to be appropriate for these activities and that the released parties recommend: a. I should seek medical advice if I am uncertain; and (b) I should not take part in the activities against that advice.

- I acknowledge and agree that the released parties reserve the right to refuse any participant the right to commence or require any participant to cease participation in the activities for whatever reason.
- I acknowledge and agree that if I fail to comply with the duty of medical disclosure and if the reserved parties would have not permitted me to undertake the activities, or continue participation, had I made a full disclosure, the reserved parties will not be liable for any personal injury, death or property damage or loss I incur.
- I understand and acknowledge that: (a) there may be no aid stations available for the activities; and (b.) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

## 2.4. Payment Terms

Details about our services and prices are available on our website. Prices at the time of registration apply. Any price changes after your registration will not affect your existing contracts. Payment is required in advance for all services unless otherwise agreed. Non-payment may result in suspension from classes.

## 2.5. Cancellations

- **By You:** You can cancel up to 6 hours before a class to receive a full refund in the form of credit, which can be used to book another class or date. Please note that all payments are non-refundable as money. Allow up to 24 hours for the credit to be applied to your account. Cancellations made less than 6 hours before the class or no-shows will be charged in full, unless due to a valid reason such as illness (proof required).
- **By Us:** We may cancel classes if participation is low. If this happens, we'll offer a refund or credit for another class.

## 2.6. Right to Images

I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activities which may depict, record, or refer to me for any purpose ("Images"), including commercial use by the Released Parties. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Image. I acknowledge and agree that the Released Party shall own rights, titles, and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, transfer or otherwise dispose of any or all of them in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, titles and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.

## 2.7. Intellectual Property

All content on our website, including logos, visual designs, and trademarks, is the exclusive property of The Vibe Dance Studio unless otherwise stated. Unauthorized use of this content is prohibited. Some vintage images displayed on our website are of uncertain origin, and it has not been possible to verify the copyright ownership. These images are used in good faith, and we do not claim

ownership. If you believe you hold the rights to any image used on our website, please contact us, and we will address the issue promptly.

## **2.8. Governing Law**

These Terms are governed by Swiss law, with Zurich as the place of jurisdiction for any disputes.

## **2.9. General Provision**

- If any provision, or part of a provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators, and assigns may have against the Released Party.

## **3. Cookies Policy**

### **3.1. Cookies We Use**

We use cookies to improve your experience and understand how our website is used. This includes Google Analytics, which anonymizes your IP address.

### **3.2. Managing Cookies**

You can adjust your browser settings to manage cookies. Note that some features might not work correctly if cookies are disabled.

## **4. Disclaimer**

Content on our website is for general information purposes. We make no warranties regarding its accuracy or completeness and disclaim liability for any errors. Use of our services is at your own risk.

## **5. Contact Information**

If you have any questions or concerns, feel free to reach out to us:

- By email: [info@thevibedance.ch](mailto:info@thevibedance.ch)