Terms of Use

Welcome to N’Ferno Performing Arts (aka N’Ferno Dance Company) Web sites; included but not limited to N’Ferno Performing Arts Shopping (shops.nfernoperformingarts.com) these site are provided as a service to our customers. Please review the following terms and conditions of use, including an Arbitration Agreement, which govern your use of the Sites (the "Agreement").

YOUR USE OF THE SITES CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE AGREEMENT. WE RESERVE THE RIGHT TO UPDATE OR MODIFY THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. FOR THIS REASON, WE ENCOURAGE YOU TO REVIEW THE AGREEMENT WHENEVER YOU USE ANY OF THE SITES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITES.

Site Transactions

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Right to Change Sites

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, or any service, content, feature or product offered through the Sites.

Site Contents

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The content on this site does not constitute medical advice. You should consult your doctor before beginning any exercise, training or athletic program. N’Ferno Performing Arts Center is not responsible for any medical or health problems that may result from your engaging in any activities described on this site or from any information you obtain from this site. If you ever feel discomfort or pain, you should not continue.

Personal Information Submitted Through the Sites

Your submission of personal information through the Sites is governed by our privacy policy, which can be reached by clicking on the "Privacy Policy" link located in the footer section of the Sites (the "Privacy Policy"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

Pricing Policy

The strikethrough or listed price represents a price at which we previously offered the product, or a comparable product, in our stores or online, recently or in a past season or year, or the value of a similar item in the market. It may not represent the price in effect in our stores or online or elsewhere in the market on any particular day or in every location.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

Colors & Style

We have made every effort to display as accurately as possible the colors and styles of our products that appear at the Sites. We cannot guarantee that your computer monitor's display of any color or style will be accurate.

Links to Other Web Sites and Services

The Sites may contain links to other Web sites that are not under the control of N’Ferno Performing Arts Center. N’Ferno Performing Arts Center has no responsibility for the linked Web sites nor does linking constitute an endorsement of any linked Web site. If you use the links, you will leave the Sites and your activities may be governed by other terms and conditions and privacy practices. Links are provided solely for the convenience and information of the Sites' users.

Indemnification

You agree to defend, indemnify and hold N’Ferno Performing Arts Center harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, due to your use of the Sites and/or your breach of any representation, warranty, or other provision of the Agreement.

Both you and N’Ferno Performing Arts Center agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

Termination

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or N’Ferno Performing Arts Center. You may terminate this Agreement at any time. N’Ferno Performing Arts Center also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

General

This Agreement shall be governed by the laws of the State of Maryland without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of N’Ferno Performing Arts Center right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.