



4 happy feet



Account Agreement

Version 1.0 – Effective as of 5-5-2019

1. Parties

- 1.1. The “Association”, “D.S.V. 4 happy feet” or “4 happy feet”, the Drienerlose Stijldans Vereniging 4 happy feet, located at Drienerlolaan 5, 7522 NB, Enschede, The Netherlands, registered in the Chamber of Commerce under the KvK number 40077235 and represented by the board of the Association, which can be reached at board@4happyfeet.nl.
- 1.2. “You” or the “User”, a registered and accepted member or donator of the Association, as specified in the By-laws in [Article 3](#).
- 1.3. “We”, the “Website Committee” or the “WebCie”, a committee in charge of developing and maintaining the Website of the Association, as well as supporting and providing digital services for members and the board of the Association. The WebCie can be reached at webcie@4happyfeet.nl.

2. Definitions

- 2.1. “Agreement” means this document, the Account Agreement of 4 happy feet which describes the terms of use of the Account for the involved parties.
- 2.2. “Account” means the credentials to identify the member on the digital platform of the Association, as well as all connected services that become available after submitting those credentials. The Account is personal to one single member of the Association. The Account is automatically generated upon registration.
- 2.3. “Website” means the website of the Association, registered and hosted under the domain ‘4happyfeet.nl’.
- 2.4. “My 4hf” means all portions of the Website that are only accessible to one or more Users after logging in using their Account credentials. This includes, but is not limited to, the part of the Website with URLs starting with <https://4happyfeet.nl/my>.

- 2.5. “Personal information” means all information that can be used on its own or combined with other information to identify an individual, natural person.

3. General

- 3.1. For the term of this Agreement, the Association provides You with a personal Account and access to this Account.
- 3.2. By logging in to Your Account, You explicitly agree with this Agreements.
- 3.3. The Account provides You access to parts of My 4hf that You are allowed to access, corresponding with Your role(s) within the Association.
- 3.4. The functionality associated with an Account should include at least the following:
 - 3.4.1. Access to Your own Personal information.
 - 3.4.2. Insight in Your internal balance.
 - 3.4.3. A means to sign up for activities organized by the Association (at least those activities You are allowed to attend).
- 3.5. By accepting this Agreement, You explicitly accept the costs that are associated with some actions possible using the Account. Those actions include, but are not limited to, sign-up for paid activities, extension of membership, purchase of merchandise or other goods sold by the Association.
- 3.6. The Association and the WebCie will make reasonable effort to notify the User in the event such action is about to be performed and to indicate the associated costs.
- 3.7. Without written permission of the Association or the WebCie, You are not allowed to:
 - 3.7.1. Allow unauthorized access to or use of Your Account;
 - 3.7.2. Copy, distribute to or share with others, any information, documents or services that are restricted to the My 4hf portion of the Website;
 - 3.7.3. Provide the Association or the WebCie with incorrect Personal information; or
 - 3.7.4. Disabling or abusing the Website, including, but not limited to the My 4hf portion or the Website, in part or in whole, or making a reasonable effort therefor.
- 3.8. The Association and the WebCie reserve the exclusive right to revoke Your access to Your Account or completely remove Your Account at any time.

4. Personal information

- 4.1. In the Privacy Policy of the Association is stated what information the Association collects, why the Association collects it and how Your Personal information is treated. This Privacy Policy is accessible at <https://4happyfeet.nl/privacy>.

5. Term and Termination

- 5.1. The term of this Agreement starts when You first log in to Your Account, accepting this Agreement by doing so, as described in 3.2.
- 5.2. You can end this Agreement at any time upon written request to the Association or the WebCie, upon which Your access to Your Account will be revoked.
- 5.3. Termination of the Agreement by the User does not imply deletion of the Users Account or Personal information.
- 5.4. Termination of this Agreement is done automatically 2 years after the end of Your most recent registration. Your Account will be deleted at this moment as well.
- 5.5. Automatic termination and deletion of Your Account, as described in 5.4. can be delayed on Your written request to the Association.
- 5.6. The Association or the WebCie may terminate this Agreement if:
 - (A) The User has breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;
 - (B) The Association or the WebCie is required to do so by law;
 - (C) The Association or the WebCie deems it harmful for the Association or other instances to continue provision of access to the Account, to the User;
 - (D) The Association or the WebCie is forced to remove Your Personal information and therewith Your Account; or
 - (E) The Association or the WebCie chooses to discontinue usage and provision of the Website and all connected services in part or in whole.
- 5.7. The Association or the WebCie will make reasonable efforts to notify You of such termination via email through Your most recently provided email address .

6. Limited Liability

THE ACCOUNT AND ASSOCIATED SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF THE ACCOUNT AND ASSOCIATED SERVICES IS AT YOUR OWN RISK. THE ASSOCIATION AND THE WEBCIE MAKE NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASSOCIATION AND THE WEBCIE, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE ACCOUNT AND ASSOCIATED SERVICES, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES THE USER SPECIFIC LEGAL RIGHTS. USERS MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. THE ASSOCIATION AND THE WEBCIE (AND THEIR REPRESENTATIVES) DO NOT WARRANT THAT THE ACCOUNT AND ASSOCIATED SERVICES ARE ACCURATE, RELIABLE, OR CORRECT; THAT THE ACCOUNT AND ASSOCIATED SERVICES WILL MEET THE USERS REQUIREMENTS; THAT THE ACCOUNT AND ASSOCIATED SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY

DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE ACCOUNT AND ASSOCIATED SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ACCOUNT AND ASSOCIATED SERVICES ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

7. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE ASSOCIATION OR THE WEBCIE (AND THEIR REPRESENTATIVES) BE LIABLE TO YOU OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE ACCOUNT AND ASSOCIATED SERVICES IN ACCORDANCE WITH THIS AGREEMENT, OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE ACCOUNT AND ASSOCIATED SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

8. Changes

- 8.1. The Association and the WebCie reserve the right at any time to cease provision and support of the Account and to alter features, specification, capabilities, functions, general availability, or other characteristics of the Account.
- 8.2. The Association and the WebCie reserve the right at any time to update or modify this Agreement. If such modification reduces Your rights in a meaningful way, the Association or the WebCie will make reasonable effort to notify You by email. In case of a modification or update, the new version of the Agreement will be effective immediately.

9. Miscellaneous

- 9.1. You declare that You have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms and seek independent professional legal advice in that respect before entering into it.
- 9.2. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder in a respectable and reasonable way. In case a dispute cannot be resolved between the two parties, the dispute will be taken to the appropriate organization within the University of Twente.

For exceptions of modifications to this Agreement, please contact the WebCie at:

webcie@4happyfeet.nl.