



Traveling Players Ensemble Website Terms and Conditions

Welcome to TravelingPlayers.org. These terms and conditions shall govern your use of our website. By using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to Traveling Players Ensemble's use of cookies in accordance with the terms of Traveling Players Ensemble's privacy policy.

1. License to use website

Unless otherwise stated, Traveling Players Ensemble and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download, and print pages and stream audio and video files from our website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- edit or otherwise modify any material on our website;
- show any material from our website in public without express written consent from Traveling Players Ensemble;
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy, redistribute, or otherwise exploit material on this website for a commercial purpose; or
- use Traveling Players graphics and logos in connection with any product or service that is not Traveling Player Ensemble's; or
- use any other logo or trademark that appears on the Traveling Players Ensemble website.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

2. Acceptable use

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must not use 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; or use 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;

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without Traveling Players Ensemble's express written consent;

3. Registration and accounts

As part of the registration process for our programs, users will be asked to create an account with UltraCamp. That account is governed by UltraCamp's user agreement and policies.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You must not allow any other person to use your account. If you become aware of any unauthorized use of your account, you must notify Traveling Players Ensemble in writing immediately. You must not use any other person's account to access the website, unless you have that person's express permission to do so.

You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

4. Links to third party sites

The Traveling Players Ensemble website may contain links to other web sites ("Linked Sites"). The Linked Sites are not under the control of Traveling Players Ensemble and Traveling Players Ensemble is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Traveling Players Ensemble is not responsible for webcasting or any other form of transmission received from any Linked Site. Traveling Players Ensemble is providing these links to you as a convenience.

As part of the registration process for our programs, users will be asked to create an account with UltraCamp. That account is governed by UltraCamp's user agreement and policies.

Traveling Players Ensemble uses the Catalogue for Philanthropy's website to process donations. That site is governed by the Catalogue for Philanthropy's user agreement and privacy policies. Traveling Players is pleased to have been selected as an outstanding non-profit in the greater Washington area, included in the 2015/2016 Catalogue and passed the annual update review for 2018/2019.

The inclusion of any other link does not imply endorsement by Traveling Players Ensemble of the site or any association with its operators.

5. Communications

You consent to receive communications from us electronically. We will communicate with you by email or by posting notices to the Traveling Players Ensemble website, or through other Traveling Players Ensemble services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

When you subscribe to our mailing list via the Traveling Players Ensemble website, you are agreeing to receive our newsletters and other mass emails through Mailchimp and agree to Mailchimp's user terms and conditions and privacy policies. You can unsubscribe at any time to communications via Mailchimp by clicking the unsubscribe link at the bottom of the email.

6. Limited warranties

Traveling Players Ensemble makes every effort to maintain complete and accurate information on its website. However, Traveling Players Ensemble does not warrant or represent the completeness or accuracy of the information published on our website; that the material on the website is up to date; or that the website or any service on the website will remain available.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

7. Limitations and exclusions of liability

Traveling Players Ensemble will not be liable to you (whether under the law of contract, the law of torts, or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that our website is provided free of charge;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Traveling Players Ensemble has been expressly advised of the potential loss.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. Breaches of these terms and conditions

Without prejudice to Traveling Players Ensemble's other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, Traveling Players Ensemble may take such action as Traveling Players Ensemble deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or commencing legal action against you, whether for breach of contract or otherwise, and/or deleting your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking; including, without limitation, creating and/or using a different account.

9. Variation

Traveling Players Ensemble reserves the right to make changes to our website and may revise these terms and conditions at any time. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website. Please check this page regularly to ensure you are familiar with the current version.

10. Assignment

You hereby agree that Traveling Players Ensemble may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

11. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

12. Third party rights

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

13. Entire agreement

These terms and conditions shall constitute the entire agreement between you and Traveling Players Ensemble in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

14. Law and jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and applicable federal law. Any disputes relating to these terms and conditions shall be subject to the jurisdiction of the courts of the County of Fairfax, Virginia.

15. Traveling Players Ensemble details

This website is owned and operated by Traveling Players Ensemble. We are registered in the Commonwealth of Virginia and our registered office is at P.O. Box 1315, Great Falls, VA 22066. Our summer camp program is in residence at The Madeira School, 8328 Georgetown Pike, McLean, VA 22102. Other programs are held at various sites in the metro DC area.

You can contact us at Traveling Players Ensemble at P.O. Box 1315, Great Falls, VA 22066; by email to info@travelingplayers.org; or by phone at 703-987-1712.

16. Credit

This document was created in part by using a template from SEQ Legal (<https://www.contractology.com>).

17. Copyright notice

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