

# Terms of Service for Irish Dance Teachers

## 1. Definitions and Scope

1.1. Platform means the Yafers service available at <https://yafers.org>. Platform Operator means IE Mikahil Iniashev. Teacher means an Irish dance teacher, school owner, school administrator or other person using the Platform to manage a school profile or register dancers. Student or Dancer means a dancer associated with the Teacher or school. Legal Representative means a parent, guardian or other person legally authorised to act for a minor Dancer. Organiser means the person or organisation running a specific Irish dance competition. WIDA means the World Irish Dance Association. Unlock Admin Fee means the WIDA fee payable directly to WIDA in connection with registration or unlocking registration functionality.

1.2. The Platform Operator provides Teachers with access to functions for managing teacher or school profiles, registering Students for competitions, viewing Student registrations and results, generating or receiving invoices and payment confirmations, and communicating with Organisers and support where functionality allows.

1.3. The Platform Operator is a technology provider and is not the Organiser of competitions unless expressly identified as such for a specific event.

## 2. Acceptance and Account

2.1. A Teacher accepts these Terms by creating or using a Teacher account, managing a school profile, registering a Student, initiating a payment or using Teacher functionality.

2.2. Acceptance also includes the Privacy Policy, Cookie Policy and role-specific consent forms shown in the Platform workflow.

2.3. The Teacher must provide accurate information about identity, school, contact details, qualification and role, and must keep login credentials secure.

2.4. The Platform Operator may request reasonable verification of the Teacher's role, school authority or authority to register Students.

## 3. Registering Students and Required Consents

3.1. Before entering a Student's personal data into the Platform or registering a Student, the Teacher must obtain appropriate consent or authorisation from the adult Student or, if the Student is under 18, from the Legal Representative.

3.2. The consent or authorisation must cover registration of the Student for the relevant competition, processing by the Platform Operator, transfer to the Organiser, processing by the Organiser, transfer to WIDA, processing by WIDA for WIDA-related administration, competition records, rules, results,

qualification, audit, reporting, complaints, safeguarding or related purposes, processing of competition results, and publication of results where required or permitted.

3.3. The Teacher must make the Platform Privacy Policy and relevant consent wording available to the adult Student or Legal Representative before registration.

3.4. The Teacher must keep evidence of consent or authorisation showing who gave it, when it was given, what it covered and for which Student or competition it was given. The Platform Operator may request this evidence and the Teacher must provide it within a reasonable period, normally no later than 5 business days after request unless a shorter period is justified.

3.5. The Teacher must not register a Student where required consent or authority is missing or has been withdrawn.

## **4. Fees, Payments and Refunds**

4.1. The Unlock Admin Fee is payable directly to WIDA and is not income of the Platform Operator.

4.2. A Teacher may pay the Unlock Admin Fee or Competition Fee on behalf of a Student or Legal Representative only with their authority. Reimbursement arrangements between the Teacher, Student and Legal Representative are outside the Platform.

4.3. Competition Fees are set by Organisers and are governed by Organisation rules and any payment terms shown at checkout.

4.4. Refund requests for the Unlock Admin Fee are handled according to WIDA rules, payment provider rules and the stage of the registration. Refund requests for Competition Fees are handled by the Organisation.

## **5. Teacher Duties Regarding Student Data**

5.1. The Teacher must keep Student data confidential, use Student data obtained through the Platform only for competition-related purposes, not create unrelated permanent databases from Platform data without a separate lawful basis, not use Platform data for unrelated marketing, correct inaccurate Student data where possible, and notify [support@yafers.org](mailto:support@yafers.org) without undue delay of unauthorised access, disclosure, loss or misuse.

5.2. The Teacher is responsible for ensuring that data entered into the Platform is accurate and that registration instructions from Students or Legal Representatives are followed.

## **6. Rights, Duties and Liability**

6.1. The Platform Operator may provide and maintain Teacher functionality, suspend a Teacher account for security, suspected unauthorised registration, lack of consent, misuse, non-payment, fraud or violation of these Terms, and request information needed to handle complaints, data protection requests or disputes.

6.2. The Teacher is responsible for accuracy of Teacher, school and Student data, authority to register Students, obtaining and retaining required consents, correct selection of competitions and entries, keeping account credentials secure, and lawful handling of Student data.

6.3. The Platform Operator is not responsible for losses caused by missing consent, unauthorised registration, incorrect Student data entered by the Teacher, reimbursement arrangements between the Teacher and Students or Legal Representatives, or competition matters outside the Platform Operator's control.

6.4. Nothing in these Terms excludes liability where exclusion is not permitted by mandatory applicable law.

## **7. Personal Data, Changes, Governing Law and Disputes**

7.1. Teacher personal data and Student personal data are processed according to the Privacy Policy and consent forms. Student data may be transferred to the relevant Organiser and WIDA as necessary for competition and WIDA-related purposes.

7.2. The Platform Operator may update these Terms by publishing a new version on <https://yafers.org>. Material changes may require renewed acceptance where required by applicable law or by the Platform workflow.

7.3. Subject to clauses 7.4 to 7.6, these Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Republic of Armenia, without regard to conflict-of-law rules.

7.4. Nothing in these Terms limits or excludes any mandatory data protection, child protection, safeguarding, consumer, event safety, payment or other rights or obligations that cannot be waived under applicable law.

7.5. WIDA rules, WIDA registration or administration decisions, WIDA fee decisions and other matters controlled by WIDA are governed by the applicable WIDA rules and, where WIDA is the relevant contracting or decision-making party and no other law is specified by WIDA, by the laws of the Netherlands, subject to mandatory applicable law.

7.6. Competition-related matters, including event rules, schedules, venue matters, safety, cancellation, Competition Fees and event-related refunds, are the responsibility of the Organiser and may be governed by the Organiser's terms, competition rules and mandatory laws applicable to the event.

7.7. Platform-related claims should first be sent to [support@yafers.org](mailto:support@yafers.org). Competition-related claims should be sent to the relevant Organiser. WIDA-related claims may be referred to WIDA where they concern WIDA rules, WIDA administration or the Unlock Admin Fee.

7.8. For disputes with the Platform Operator, the competent courts of Yerevan, Republic of Armenia, shall have exclusive jurisdiction, unless mandatory applicable law provides otherwise.

7.9. Nothing in this section prevents any party from seeking urgent interim or injunctive relief from any competent court.

## **8. Platform Operator Details**

Legal name: Individual Entrepreneur Mikhail Iniashev

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