

# **“The Academy” from Lessons and Learning for Littles**

## **Terms and Conditions**

\*\*\*\*\*MUST READ AND ACCEPT BEFORE PARTICIPATING IN PROGRAM\*\*\*\*\*

By participating in this program you are agreeing to the following conditions:

### **Definitions**

The following definitions will apply herein after:

- a. Participant:** is a person who has signed up for the program that agrees, by signing up, that they are over the age of 18 and able to enter into a legally binding contract.
- b. “Connie Deal”:** in reference to Conniedeal.com; Connie Deal, Lessons and Learning for Littles.
- c. “Participant Child”:** a minor under the age of 18, who will benefit from “Participants” enrollment in this program.

### **Liability**

All activities given to “Participant” by the program shall be performed and completed by the supervision of a parent or legal guardian who is over the age of 18, and is able to adequately supervise the activities of the children.

By participating in this program, Participant agrees to assume all risk when performing activities in the program and further agrees to indemnify "Connie Deal." All activities performed by “Participant” and “Participant Child” shall be at the sole risk and discretion of the “Participant.” This includes, but not limited to, small part participation, allergy risks, any misuse of materials, and any physical injury.

“Participant” agrees to indemnify “Connie Deal” of any and all legal claims that could arise due to “Participants” and “Participant child” voluntary participation in the Program activities.

Activities in this program may consist of physical activity. It is up to the parent or legal guardian to determine if the “child” is capable of performing such activities. Any failure to do so, is the sole liability of the “participant.”

“Participant” understands that any activities outside of the program performed by “Child Participant” are outside the scope of this agreement. Nonetheless, any independent activities are at the sole risk of “Participant” and as such shall hold “Connie Deal” harmless.

### **Payment**

All Payments are to be made each month. By participating in this program, “Participant” agrees to have their bank account/Credit Card auto-drafted by PayPal in the amount of the Program each month, unless Cancellation Clause applies. By participating in the program, “Participant” gives “Connie Deal” the right to withdraw the amount each month via PayPal.

See Refund Clause for Refund information.

### **Credit Card/ Bank Account Information**

All financial information given to “Connie Deal” by “Participant” shall be kept privately by PayPal, except for “Connie Deal” and the terms set out in Payment.

## Refunds

There shall be no refunds for this program. See cancellation for Cancellation terms.

## Cancellations

“Participant” has the right to cancel The Academy at any time and may do so via PayPal, but no refunds are given.

If Participant cancels, but then wishes to re-enter the program, they will be subject to the CURRENT price of the program.

## Facebook Group

“Participant” is given to access to The Academy Facebook Group. Participation in this group is voluntary and at the sole discretion of “Participant.”

## Intellectual Property

Your participation in this subscription program is yours and yours alone. Sharing of the content is strictly forbidden. Any sharing of this program is subject to copyright laws. By participating, you agree to NOT share this information with anyone outside of the “Participants” and The Academy Facebook Group. Doing so could result in the offending “Participant” being subject to a legal actions.

All materials received in this program are the property of “Connie Deal.” “Connie Deal” reserves all rights to the material and holds exclusive licenses over the materials. Any unauthorized reproduction could be subject to legal penalties.

All pictures taken by “Participant” are the property of the “Participant.”

All pictures taken by “Participant” are the property of the “Participant.” However, “Connie Deal” reserves the right to use these photos for any lawful purpose, including but not limited to, publicity, illustration, advertising, and web content. If “Participant” wishes these pictures to not be used, “Connie Deal” reserves the right to examine on a case-by-case basis and either grant or deny “Participant’s” request.

## Termination

“Connie Deal” retains the exclusive rights to terminate any participant at any time.

## Third Party Links

Any third party links are NOT in the control of “Connie Deal.” Participants must read the third party’s Terms and Privacy Policy and agree before viewing the site. “Connie Deal” is not responsible for the third party content, and “Participant” will indemnify “Connie Deal” of any claims related to third party links.

## Warranties

“Connie Deal” does not guarantee that each and every program will be of same value. As such, all warranties, implied or expressed, are waived by “Participant”, unless your jurisdiction provides otherwise.

## Legal Issues

If a legal issue arises between “Connie Deal” and “Participant,” “Participant” agrees to Arbitration, to which “Participant” will pay all necessary fees to resolve the issue.

If any matters are to arise, “Participant” agrees to the Jurisdiction of the State of California.

## **Supplies**

“Participant” understands that “Connie Deal” and The Academy will not provide the supplies for the program. Provided supplies is at the expense and sole discretion of “Participant.”

## **Readiness**

This program is designed to help your child prepare for kindergarten. At no point in this program, does “Connie Deal” promise that your child will be ready for kindergarten. This program is solely used to help your child to prepare, and should be only used as such. “Participant” should supplement this program with State required readiness.