

# Terms and Conditions For Website:

<https://www.educationalfreedom.net>

**Effective date: December 6, 2021**

**These Terms and Conditions govern your use of and any other websites, applications, and other products and services offered by educationalfreedom.net (“Company,” “us,” or “we”)** that include an authorized link to these Terms (collectively, the “Web Site”). Please review these Terms carefully before using the Web Site because they affect your rights. By using the Web Site, you accept these Terms and Conditions and agree to be legally bound by them.

## **1. Changes**

These Terms are effective as of the Effective Date above. If you have not reviewed the Terms since the Effective Date, please review these updated Terms carefully before using the Web Site.

We may change these Terms in the future, so we encourage you to review periodically the Terms. If you do not agree with any changes to these Terms, your sole remedy is not to use the Web Site. If you continue to use the Web Site after we change these Terms, you accept all changes.

## **2. Registration and Access Controls**

If we request registration information from you to set up a user account, you must provide us with accurate and complete information and must update the information when it changes.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone other than members of your household. You accept responsibility for all activities, charges, and damages that occur under your account by other members of your household. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use.

### **3. Privacy Policy; Additional Terms**

Additional terms may apply to your use of certain services or features available through the Web Site. We will provide these terms to you or post them on the Web Site, and they are incorporated by reference into these Terms. If there is a conflict between these Terms and any additional terms that apply to a particular service or feature, the additional terms will control with respect to that particular service or feature.

### **4. Third-Party Content**

We may provide third-party content (including advertisements) or link to third-party websites on the Web Site. We do not necessarily endorse or evaluate third-party content and websites, and we do not assume responsibility for third parties' actions or omissions. You should review third parties' terms of use and privacy policies before you use their services. In certain instances, you may be able to interact with certain third party social media sites ("**Social Media Sites**") through the Web Site, including, without limitation, Facebook and Twitter.

### **5. No Medical or Personal Advice**

This Web Site and its Content (including any information provided by users) is for informational and entertainment purposes only and is not intended to replace or substitute for any professional medical, financial, legal, or other advice. The Company Parties (defined below) make no representations or warranties and expressly disclaim any and all liability concerning any treatment or action by any person following the

information offered or provided within or through the Web Site. If you have specific concerns or a situation in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

## **6. Mobile Features**

The Web Site may offer features and services that are available to you via your mobile phone or other mobile device, including the ability to receive messages from the Web Site (collectively, the “**Mobile Features**”). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged. In addition, you agree that we may arrange for Mobile Features billing through your wireless provider and that your wireless provider may invoice you for the applicable fees or deduct them from your prepaid balance. You may not transfer or copy any Content from the wireless device on which you originally received Content to any other device, including, without limitation, any computer or another wireless device.

## **7. Indemnification**

To the fullest extent permitted by applicable law, you will defend, indemnify and hold harmless Company and its affiliates, and their respective directors, officers, employees, shareholders, vendors, partners, contractors, agents, licensors or other representatives and all of their successors and assigns (collectively, the “Company Parties”) with respect to all third-party claims, costs (including attorney’s fees and costs), damages, liabilities, and expenses or obligations of any kind, arising out of or in connection with your use or misuse of the Web Site (including, without limitation use of your account, and claims arising from

User Content). Company retains the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 7 without Company's prior written approval.

## **8. Disclaimers; Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES DO NOT WARRANT: (1) THAT THE WEB SITE, ANY OF THE WEB SITE'S FUNCTIONS OR ANY CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE WEB SITE OR THE SERVERS HOSTING IT ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE WEB SITE OR INFORMATION AVAILABLE THROUGH THE WEB SITE WILL CONTINUE TO BE AVAILABLE. THE COMPANY PARTIES SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE WEB SITE, INCLUDING ALL CONTENT AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEB SITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

YOUR ACCESS TO AND USE OF THE WEB SITE (INCLUDING ITS FUNCTIONS AND CONTENT) IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEB SITE.

THE COMPANY PARTIES WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THEIR PERFORMANCE DUE TO ANY CAUSE BEYOND THEIR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS

OF GOD, ACTS OF THIRD PARTIES, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE,

GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PARTIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE WEB SITE (INCLUDING ITS FUNCTIONS AND CONTENT), YOUR USE OF THE WEB SITE (INCLUDING ITS FUNCTIONS AND CONTENT), THESE TERMS OR YOUR USER CONTENT, EVEN IF FORESEEABLE OR EVEN IF ONE OR MORE OF THE COMPANY PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). IN NO EVENT WILL THE COMPANY PARTIES' LIABILITY FOR OTHER DAMAGES EXCEED FIFTY U.S. DOLLARS (\$50 US).

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF THE COMPANY PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING OPERATION OF THE WEB SITE OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY PARTIES.

BY ACCESSING THE WEB SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE

### **9. Refunds and Return Policy;**

Services are paid one week prior to the week service is delivered. If for any reason whatsoever, client does not pay for the next week of service, client will not receive service for the next week. The client can pay in

advance for the next week whenever funds are secured and paid to  
“Company.”

Company will not offer any refunds once payment is made. If client pays for the service and does not attend any of the services offered that week, the client forfeits the money paid for the service. Payment must be made the week prior to the next week of service in order for services to be rendered. The “Company” may at its discretion allow for a credit to be kept for the client and the client may use that credit towards payment for another week of service.

Company DOES NOT OFFER REFUNDS. Once payment is made, the client is entitled to receive service for what they paid for. If you are dissatisfied with the web site, your sole and exclusive remedy is to discontinue accessing and using the web site.