

# Terms of Use

## **VIRTUAL EDUCATION STATION, LLC dba LITTLE STEM ACADEMY'S TERMS OF USE**

Effective Date: April 1, 2023

BY VISITING [littlestemacademy.com](http://littlestemacademy.com), YOU ARE CONSENTING TO VIRTUAL EDUCATION STATION, LLC dba LITTLE STEM ACADEMY'S TERMS OF USE.

### **Overview**

Welcome to VIRTUAL EDUCATION STATION, LLC dba LITTLE STEM ACADEMY. The terms "we," "us," and "our" refer to VIRTUAL EDUCATION STATION, LLC dba LITTLE STEM ACADEMY. The [littlestemacademy.com](http://littlestemacademy.com) website hereafter is referred to as the "Site." The terms "user," "you," and "your" refer to site visitors, customers, and any and all other users of the Site.

The Site is education for children ages 3 to 7 years old with a focus on the areas of science, technology, engineering, and mathematics (the "Service"). The Service includes but is not limited to, STEM events, STEM lab kits for use at home, STEM educational classes at various times, and anything else provided by the Company and its subsidiaries, partners, and affiliates.

The Site is comprised of various web pages operated by VIRTUAL EDUCATION STATION, LLC dba LITTLE STEM ACADEMY (the "Company"). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site, including but not limited to, any and all materials presented herein and any and all online Service provided by the Company constitutes your agreement to all such Terms (the "Agreement"). Furthermore, the Terms apply to all users.

### **The Service**

This Service may be purchased by educational service providers, which include but is not limited to, school districts, schools, teachers, or tutoring programs (collectively, the "Providers") for use as an educational program. When Providers contract with the Company for the provision of the Service for a child under the age of 18 ("student"), the Company may collect and have access to certain data provided by the Provider or Parent of a student, and such information is considered confidential and for the sole purpose and use of providing the Service and any improvements of the Service. Any use or sharing of data provided by the student or Provider is subject to any and all applicable federal, state, and local laws and regulations including but not limited to, provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws, including without limitation the Illinois Student Online Personal Protection Act (SOPPA) in addition to these Terms.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE.**

# Terms of Use

## **Privacy**

Your use of the Site is subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **Rules for Site Users and Use of the Service**

The company does not sell the Service to children under the age of 18. The company sells the Service to adults that can remit payment using a permitted payment method. If you are under 18, you may use the Site only with the permission or oversight of a parent or guardian (the "Parent") or using the guidance of the Providers. Providers may impose further policies and procedures in which student must comply.

As a Provider, you expressly represent and warrant that: (i) you are an authorized representative of Provider with authority to bind Provider to these Terms, (ii) you understand these Terms and agree to these Terms and (iii) you possess the necessary authority to seek permissions and communicate requisite actions on or behalf of the Parent or Provider. You further represent and warrant that you have fully complied with all federal, state, and local laws regarding parental consent when collecting personal information from children under age 13, which includes but is not limited to, COPPA.

## **Children Under Eighteen**

The company permits the Parent or Providers to set up a child profile that is associated with the Service so that child(s) may access the Service under the Providers' or Parent's supervision. The company represents and warrants that it takes precautionary measures to collect information only as reasonably necessary for the child to use the Service, ensure Parents maintain access to and control of their child's use of the Service, and safeguard all information collected by the Company.

Child information you provide to Company during the Service account set-up is information authorized by you about the child through the Providers' or Parent's account, which may include a profile name, profile avatar, and the age of the child. The Parent and Providers should take reasonable cautionary steps to ensure that their child's name and identifying characteristics are protected and imperceptible. The company uses this information to provide the Service to the child.

## **Electronic Communications**

Visiting the Site or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communications be in writing.

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## Your Account

In order to use the Service, you may be required to provide information about yourself, including but not limited to, your name, email address, username and password, and other personal information (collectively, "Account Information"). You expressly agree that any all Account Information given by you or your representative acting on your behalf to Company will be and remain accurate, complete, reliable, up-to-date, and error-free. You \*\*\*\*must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

If you use this Site, 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 may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Company is not responsible for third-party access to your account that results from theft or misappropriation of your account. The company and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content at our sole discretion.

## Payments/Cancellation/Refund Policy

By you completing a purchase on the Site or with Company, you grant Company the right to charge the method of payment provided for the full price of any and all Company-provided Service pursuant to the payment option selected and agreed to. You expressly agree that Company may charge your payment method for any services purchased on the Site or agreed to by you and for any additional amounts (including any taxes and late fees and other amounts due) that may be accrued by or in connection with the Service.

You further acknowledge and agree to pay the full amount of any purchase price listed on the Site or agreed upon by you in writing. If you elect a payment method of installment payments ("Payment Plan") instead of full payment, your Payment Plan will not waive your obligation to pay full price for the products and services purchased through the Site or otherwise agreed to by you. By participating in a Payment Plan or membership subscription, you agree that your payment to Company will be placed on autopay unless you cancel pursuant to the Terms set forth herein. In the event that you pause your membership subscription and reactivate it at a later date, all terms will apply from the date of enrollment in the subscription.

Whether you choose any Payment Plan, any membership subscription, or decide to pay for any Service in full, you understand that there is **NO AMORTIZATION OF ANY PAYMENTS, NO REFUNDS, and NO CHARGEBACKS** of any sort, at any time, for any reason. You further acknowledge and agree that all compensation paid to the Company is **non-transferable** and **non-refundable**. You further agree to be financially responsible for any and all purchases made on the Site or through the Company, by you or your representative acting on your behalf.

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\*\*\*\*You may cancel any membership subscription with the Company at any time upon 30 days written notice before the next billing period. Please contact us at [info@littlestemacademy.com](mailto:info@littlestemacademy.com) with any questions.

YOU ARE RESPONSIBLE FOR THE TIMELY AND FULL PAYMENT OF ANY AND ALL FEES PAYABLE TO THE COMPANY AND ACCEPT LIABILITY ON BEHALF OF ANY THIRD PARTY IN THE EVENT OF LATE PAYMENT. FAILURE TO RECEIVE TIMELY PAYMENT MAY RESULT IN A SUSPENSION OF ANY SERVICES AND THE CANCELLATION OF ANY PAYMENT PLAN(S) WITH THE BALANCE DUE UPON CANCELLATION OF THE PAYMENT PLAN. COMPANY RESERVES THE RIGHT, WITHOUT PREJUDICE TO ANY OF ITS RIGHTS AND REMEDIES, TO SUSPEND THE PROVISION OF THE SERVICE, WITHOUT LIABILITY TO YOU.

## **Links to Third-Party Sites/Third-Party Services**

The Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Company, and Company 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. The company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Linked Site or any association with its operators.

Certain services made available via the Site are delivered by third-party sites and organizations. By using any product, service, or functionality originating from the Site domain, you hereby acknowledge and consent that Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service, or functionality on behalf of the Site’s users and customers.

## **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, one end-user revocable license to access and use the Site and Service strictly in accordance with these Terms. As a condition of your use of the Site, you expressly agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content, media, and phrases included as part of the Service or on the Site, including but not limited to trademarks, copyrights, proprietary information, graphics, logos, images, and other intellectual property, as well as the compilation thereof, and any software used on the Site, (collectively the “Intellectual Property”), is the intellectual property of Company in which Company has sole ownership thereof. You agree to observe and abide by all copyright,

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trademarks, and other proprietary notices, legends, or other restrictions contained in the Intellectual Property. You further expressly agree not to modify, publish, transmit, reverse engineer, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Intellectual Property, in whole or in part, without our prior written consent of Company.

Company content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written consent of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the Intellectual Property of the Company or our licensors except as expressly authorized by these Terms. If you violate this No Unlawful or Prohibited Use/Intellectual Property provision, Company reserves the right to immediately remove you from the Service, without notice or refund.

**THIS NO UNLAWFUL OR PROHIBITED USE/INTELLECTUAL PROPERTY PROVISION SHALL SURVIVE THE TERMINATION OF THESE TERMS.**

## **Third-Party Accounts**

You will be able to connect your Company account to third-party accounts. By connecting your Company account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

## **International Users**

The Service is controlled, operated, and administered by the Company from our offices within the United States. If you access the Service from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Company content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

## **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or Service, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or

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regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

## Notices

All notices, demands, requests, and user communication (collectively, "Notices") hereunder shall be in writing. The addresses for Notices are as follows: [info@littlestemacademy.com](mailto:info@littlestemacademy.com)

## Dispute Resolution

In the event, the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved solely and finally settled by a competent court of law in the state of Texas in the County of Brazoria. In the event there is a dispute relating to any provision of the Terms, both Parties acknowledge and agree that neither Party will be entitled to the costs and expenses incurred by the prevailing party in the dispute, including but not limited to, all out-of-pocket costs of collection, court costs, and reasonable attorney fees and expenses. These Terms shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflict of laws thereof.

**THIS DISPUTE RESOLUTION PROVISION SHALL SURVIVE THE TERMINATION OF THESE TERMS.**

## Class Action Waiver

Any lawsuit under these Terms will take place on an individual basis; class lawsuits and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Company agree otherwise, the judicial officer may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

## Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICE INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS AFFILIATES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AT ANY TIME.

# Terms of Use

COMPANY AND/OR ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICE AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING THE FOREGOING, SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. NOTHING IN THESE TERMS AND NOTHING IN THE COMPANY'S STATEMENTS, WHETHER WRITTEN OR ORAL, SHALL BE CONSTRUED AS A PROMISE OR GUARANTEE ABOUT THE OUTCOME OF THE SERVICE. THE COMPANY MAKES NO SUCH PROMISES OR GUARANTEES. COMPANY'S COMMENTS ABOUT THE OUTCOME OF ANY MATTERS OR SERVICES ARE EXPRESSIONS OF OPINION ONLY, ARE NEITHER PROMISES NOR GUARANTEES AND WILL NOT BE CONSTRUED AS PROMISES OR GUARANTEES.

## **Termination/Access Restriction**

Company reserves the right, in its sole discretion, to terminate your access to the Site and the related Service or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas, and you hereby consent to the exclusive jurisdiction and venue of courts in the State of Texas, County of

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Brazoria, in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or use of the Site. Company's performance of this Agreement is subject to existing laws and legal processes, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Company with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Company with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents be written in English.

## **Changes to Terms**

Company reserves the right, in its sole discretion, to change the Terms under which the Site is offered at any time. Any such changes are effective immediately upon notice of the amendment to the Terms. Your continued use of the Site or Service following notification of the amendment constitutes acceptance of the amended Terms. The most current version of the Terms will supersede all previous versions. The company encourages you to periodically review the Terms to stay informed of our updates.

## **Assignment**

These Terms bind and inure to the benefit of the parties successors and assigns and are not assignable, delegable, sublicensable, or otherwise transferable by the user. Any attempt to transfer, assign, delegate, or sublicense this Agreement by the user is invalid.

## **Contact Us**



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The company welcomes your questions or comments regarding the Terms.

Email Address: [info@littlestemacademy.com](mailto:info@littlestemacademy.com)

Phone Number:(800) 495-STEM / (346) 570 4670

Mailing Address: 2975 Kingsley Drive, Suite 137, Pearland, Texas 77584