

## **Terms and Conditions**

### **Acceptance of Terms**

The STEM Shoppe, LLC (collectively, “The STEM Shoppe”, “we”, or “us”) is a Utah limited liability company with its principal place of business at 822 W Sheppard Lane, Farmington, UT 84025, and is the owner and operator of <http://www.thestemshoppe.com>. The STEM Shoppe provides the following Terms and Conditions (“TOC”) to you, which we may update from time to time without notice to you. By accessing and using The STEM Shoppe website, or by continuing to participate in any class or program offered by The STEM Shoppe, you, agreeing that you are at least 18 years of age and are entering into this TOC on behalf of your minor child or children, as applicable (collectively, “you,” “your”, and “yourself”), accept and agree to be bound by the terms and provisions of this TOC.

### **Description of Services**

The STEM Shoppe is a learning center focused on jump-starting student education by offering hands-on opportunity in science, technology, engineering and math (STEM) for children in grades K-8 (“Services”).

### **Registration Obligations**

In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction, or that you are the parent or legal guardian of a minor hereunder and are entering into this TOC on their behalf. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by The STEM Shoppe registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if The STEM Shoppe has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The STEM Shoppe has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **Privacy Policy**

Registration Data and certain other information about you are subject to our applicable privacy policy. For more information, see <http://www.thestemshoppe.com>. You understand that through your use of The STEM Shoppe and the Services, you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by The STEM Shoppe and its affiliates.

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act). We do not collect any information from anyone under the age of 13, other than your child's name for purposes of knowing which child will attend our Services. Our website is directed to people who are at least 13 years old or older.

### **Member Account, Password and Security**

You will create a member account through The STEM Shoppe website registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify The STEM Shoppe of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. The STEM Shoppe cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

### **Member Conduct**

You acknowledge, consent and agree that The STEM Shoppe may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOC; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of The STEM Shoppe, its employees, volunteers, participants, users and/or the public.

You understand that the Services and software embodied within The STEM Shoppe may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by The STEM Shoppe and/or content providers who provide content to The STEM Shoppe. You may not attempt to override or circumvent any of the usage rules embedded into The STEM Shoppe services. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on The STEM Shoppe website, in whole or in part, is strictly prohibited.

Each child attending a class/program must be signed in by a parent or legal guardian with proof of ID. Additionally, each child may only be signed out and allowed to leave the premises by a parent or legal guardian with proof of ID. You may not drop the child off at the curb in front of the premises.

You must pick up your child within 15 minutes at the end of each class/program. A \$20 fee will be imposed following the 15-minute period, and an additional \$5 fee imposed for each 5 minutes following the 15-minute period.

### **Membership**

The STEM Shoppe provides two membership options for its programs and classes in the Fall/Spring:

- a) Introductory 1-month membership. This membership is \$175/month and gives you access to The STEM Shoppe's Services for a 1-month period. There is no guarantee that you will be able to attend any of The STEM Shoppe's Services following the 1-month membership; or
- b) Recurring month-to-month membership: This membership is for a minimum of 3 months, for \$150/month. This membership is \$150/month and guarantees you will have access to The STEM Shoppe's Services for a 3-month period. Upon signing up for this membership, The STEM Shoppe will automatically bill you \$150 on the date you sign up for the 3-month membership and on each subsequent month thereafter for a total of three (3) months.
- c) Day Camp
  - a. Half-day - \$50
  - b. Full-day - \$75
  - c. Extended Care - \$20

The STEM Shoppe provides three membership options for its Summer Camps:

- a) Weekly Half-day (AM or PM) - \$175 – (either 9-12am or 1-4pm)
- b) Weekly Full-day - \$275 – (9-4pm)
- c) Weekly Extended Care – \$100 (4-5pm)

We offer a 5% discount for parents' registering multiple siblings.

### **Days of Classes/Programs**

Our classes and programs are for 75-minutes, and they are offered on Tuesday, Wednesday, Thursday, and Saturday. When registering, you will be required to tell us on which day of the week you would like to attend our classes/programs. Once you register for a particular day, you must attend the class/program offered on that day each week of your membership. If for some reason you cannot attend your class/program on that specific day, you may notify The STEM Shoppe of your desire to attend a class/program on another day by giving us 24 hours notice.

### **Refund Policies**

You are entitled to a full refund, less a \$25 cancellation fee and the cost of the classes/programs that have taken place. Refund requests must be submitted in writing and must include the child's name, the adult's name, the class/program being cancelled, and the reason for the cancellation.

## **Make-up Policies**

You may make up any missed classes/programs by attending the class/program on another day of the week, and by giving us 24-hour notice. Make-ups are only available based on space availability.

## **Contributions to The STEM Shoppe**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to The STEM Shoppe, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) The STEM Shoppe is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) The STEM Shoppe shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) The STEM Shoppe may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of The STEM Shoppe without any obligation of The STEM Shoppe to you; and (f) you are not entitled to any compensation or reimbursement of any kind from The STEM Shoppe under any circumstances.

## **Indemnity**

You agree to indemnify and hold The STEM Shoppe and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post, transmit, modify or otherwise make available through The STEM Shoppe website, your use of The STEM Shoppe Services, your participation in The STEM Shoppe class/program, your connection to The STEM Shoppe services, your violation of the TOC, or your violation of any rights of another.

You agree to indemnify and hold The STEM Shoppe and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, arising out of a dispute or claim against an independent third party—including but not limited to schools, individual teachers, retail stores, and entrepreneurs—for the third party's actions or omissions.

## **No Commercial Re-use of Services**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, any Services, materials, curriculum, program materials, content, software, etc. of The STEM Shoppe (including but not limited to Content, Curriculum, Software, Analysis).

## **Termination**

You may terminate your account with The STEM Shoppe, any associated email

address, and access to the Services by submitting such termination request to The STEM Shoppe.

You agree that The STEM Shoppe may, without prior notice, immediately terminate, limit your access to or suspend your account and access to the Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOC or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in The STEM Shoppe's sole discretion and that The STEM Shoppe shall not be liable to you or any third party for any termination of your or access to the Services.

Termination of your account includes any or all of the following: (a) removal of access to all or part of the offerings within The STEM Shoppe website or Services, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the Services.

### **Links**

The STEM Shoppe may provide, or third parties may provide, links to other World Wide Web sites or resources. You acknowledge and agree that The STEM Shoppe is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that The STEM Shoppe shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a) YOUR USE OF THE STEM SHOPPE SERVICES IS AT YOUR SOLE RISK. THE STEM SHOPPE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE STEM SHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b) THE STEM SHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE STEM SHOPPE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE STEM SHOPPE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE STEM SHOPPE SERVICES WILL BE ACCURATE OR RELIABLE; AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE STEM SHOPPE SERVICES WILL MEET YOUR EXPECTATIONS.
  
- c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE STEM SHOPPE SERVICES OR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
  
- d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE STEM SHOPPE OR THROUGH OR FROM THE STEM SHOPPE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOC.

#### **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE STEM SHOPPE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE STEM SHOPPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE STEM SHOPPE SERVICE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE STEM SHOPPE SERVICE; OR (e) ANY OTHER MATTER RELATING TO THE STEM SHOPPE SERVICE.

#### **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN

WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Notice**

The STEM Shoppe may provide you with notices, including those regarding changes to the TOC, including by but not limited to email, regular mail, SMS, MMS, text message, postings on The STEM Shoppe website, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOC by accessing The STEM Shoppe services in an unauthorized manner. Your agreement to this TOC constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed The STEM Shoppe services in an authorized manner.

### **Trademark Information**

You agree that all of The STEM Shoppe's trademarks, trade names, service marks and other The STEM Shoppe logos and brand features, and product and service names are trademarks and the property of The STEM Shoppe. Without The STEM Shoppe's prior written permission, you agree not to display or use in any manner The STEM Shoppe and trademarks.

### **Emails and Newsletters**

You acknowledge and agree that by creating an account with us, you will be added to the appropriate email newsletter distribution list. These emails contain information about new curriculum, upcoming events, and changes to our Services. You may unsubscribe at any time using the Unsubscribe link included in every email.

### **General Information**

Entire Agreement. The TOC, Privacy Policy, and Liability Waiver constitutes the entire agreement between you and The STEM Shoppe and governs your use of The STEM Shoppe services, superseding any prior version of this TOC between you and The STEM Shoppe with respect to The STEM Shoppe services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other The STEM Shoppe services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. You and The STEM Shoppe each agree that the TOC and the relationship between the parties shall be governed by the laws of the State of Utah without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOC, or the relationship between you and The STEM Shoppe shall be brought exclusively in the courts located in the county of Davis. You and The STEM Shoppe agree to submit to

the personal jurisdiction of the courts located within the county of Davis, Utah, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms. The failure of The STEM Shoppe to exercise or enforce any right or provision of the TOC shall not constitute a waiver of such right or provision. If any provision of the TOC is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOC remain in full force and effect.

No Right of Survivorship and Non-Transferability. Your account with The STEM Shoppe is non-transferable and any rights to your services or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of The STEM Shoppe services or the TOC must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOC are for convenience only and have no legal or contractual effect.