

## **Terms of Service**

**Last Updated:** May 15 2022

Your purchase and use of the products and services ("Services") offered by Wiz Kid Learning (including WKC Education Inc., Wiz Kid Coding Inc, and their affiliates, "WKC", "us", "our" or "we"), including your access to our domain and our respective subdomains (the "Site(s)") and WKC mobile apps (the "App(s)"), are subject to these terms and conditions ("Terms"). If You purchase a Service for use by another (for example, a parent purchasing for a child) these Terms govern both you and other(s) who use any Service you purchase (collectively, "You" or "Yourself"). You agree to be bound by the Terms, which is an agreement between WKC and You. These Terms apply to all visitors, users, and others who access or use the Services.

These Terms includes and hereby incorporate by reference our Privacy Policy, as it may be in effect and modified from time to time.

You may not use the Services or the App(s) for any purpose whatsoever not intended or permitted by WKC. For purposes of clarity and without limiting the foregoing, you may not sell anything whatsoever on the Services or the App(s).

If you do not agree to these terms and conditions, in whole or in part, please do not use the Services.

### **Copyright notice**

Copyright (c) 2021 WKC Inc.

Subject to the express provisions of these terms and conditions, WKC, together with our licensors, own and control all the copyright and other intellectual property rights in our Services and the material on our Services; and all the copyright and other intellectual property rights in our Services and the material on our Services are reserved.

### **Children**

Children under the age of 13 are not permitted to purchase the Services. Children under the age of 18 may provide information to WKC and participate in the Services only with consent of a parent or guardian.

### **User Content**

If You submit comments, photos and other content to us ("User Content") through Site(s), App(s), social media communities, survey responses, email or otherwise, You grant us an irrevocable, royalty-free, perpetual, transferable, license to use, modify, create derivative Services from, publish, display and sublicense User Content, in whole or in part, in any format solely on the Services and for the sole purposes of the Services, and to associate User Content with your name and/or likeness. You are solely responsible for your User Content. You represent

that You have the right to submit User Content to us and the right to grant us the license described above. You warrant that User Content, and our use thereof, does not and will not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

### **Intellectual Property**

The Services and the intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to Services, all modifications, changes, enhancements, or additions thereto) and all intellectual property rights created by or in relation to the provision of any support or other services by WKC pursuant to these Terms, are owned by WKC and our licensors.

Subject to your compliance with these Terms, WKC grants You a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) access and use the Services on your personal device(s), solely for your personal and non-commercial use; and (ii) access and view any content made available on or through the Services and accessible to You, solely for your personal and non-commercial use.

Notwithstanding the foregoing, any intellectual property rights owned by any third party that has not been expressly authorized by the Terms herein or by the third party shall not be used by Yourself for the Services.

### **Course Policies**

If You purchase a course, You agree to abide by the Code of Conduct as published on the Site from time to time. You are responsible for attending your lessons. All Services purchased on the Site are final and non-refundable. If You are unable to attend a purchased course, You may request for credits on our Site, which we may accept at our sole discretion.

We may, from time to time, request permission to record a course session. If we request to record a course session, we will request explicit consent from You and we will explicitly state the purpose of the recording and its use.

### **Account Terms**

The following terms apply to your use of the Services and any account that You may open or attempt to open via the Services:

1. You represent and warrant that You are at least 18 years of age. If You are under age 18, You may not, under any circumstances or for any reason, use the Services without consent of a parent or guardian.
2. You must be a human to open an account. Accounts registered by “bots” or other automated methods are not permitted.
3. You are responsible for maintaining the security of your account and password. We view any actions taken by your account as taken by You. WKC will not be liable for any loss or damage from your failure to comply with this security obligation.

4. You agree to notify us immediately if You suspect or become aware of any unauthorized use of your account.

### **Changing Fees**

We reserve the right, at any time, to change any fees or charges for using any services provided on the Services (or to begin charging fees for any free service), provided that such changes will not apply to fees or charges paid or free services used prior to the time of the change.

### **No Refunds**

Payments are nonrefundable and there are no refund or credits for partially used classes. Following any cancellation, however, WKC may, at its discretion, offer certain credits on the Site that may be used to purchase other courses. WKC may, at its sole and unfettered discretion, offer credits to any user if it deems fit.

### **Rules for All Users**

When You sign up for the Site, You agree to the following rules:

1. You will use the Services only for lawful purposes and agree to not use the Services in any way that will infringe upon the use or rights of any other user.
2. Your use of the Services is subject to all applicable laws and regulations, and You are solely responsible for the substance of your communications through the Services.
3. You will not upload any copyrighted, trademarked, or proprietary materials on the Services without the expressed permission of the owner. You will not post any content that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party.
4. You assume full responsibility for your use of the content of the Services offered.
5. You understand that classes posted are publicly available to be viewed and accessed by any student.
6. You agree that You will not engage in any behavior that constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
7. You will not share content from the Services with anyone who is not properly licensed to access the content.
8. You will not upload, share, post, distribute or otherwise partake in any behavior that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies.
9. You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.
10. You will not share software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other

information of any third party.

11. You will not impersonate any person or entity, including any of our employees or representatives.

12. You will not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all parts of the Service may be available to You or other authorized users of the Services. You shall not interfere with anyone else's use and enjoyment of the Services. Users who violate systems or network security may incur criminal or civil liability.

WKC reserves the right to delete or suspend your account if You violate any of our rules, or at any time and for any reason.

### **Specific Rules for Students**

When You enroll in a course on the Site or the App, You agree to the following rules:

1. You will accept all of the terms and conditions including the cancellation policy listed in the Services when You agree to enroll in or access a course on WKC.

2. You will follow all reasonable rules set by a teacher with respect to a class, and You will not take any actions to interfere with the teacher or any other students in the class.

3. You may access class content for your information and personal use only.

4. You will not copy any materials or techniques for purposes of your own or others' classes, or for interfering with any class or the teacher's ongoing relationship with any students participating in such class.

### **Limitation of Liability**

To the fullest extent permitted by law, WKC, its directors, employees, partners, agents, suppliers, affiliates, or teachers, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Services; (ii) your inability to access or use the Services; (iii) any conduct or content of any third party on or related to the Services; (iv) any content obtained from or through the Services; (v) any interruption of the Services due to any circumstance or issue, including but not limited to connectivity related issues on behalf of Yourself or WKC; and (vi) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

You further agree to indemnify and hold WKC its directors, employees, partners, agents, suppliers, or affiliates and teachers harmless for any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) WKC's lawful use of your User Content or intellectual property rights; (iv) your violation of the rights of any third party; or (v) any acts by You that are or may be construed as plagiarism, copyright or intellectual property infringement, misappropriation, and academic misconduct, including but not limited to

photocopying any published work, cheating, copying published work, citing a reference without proper citations, and paraphrasing without proper citation.

You will also agree to be held liable and, from time to time, indemnify WKC for any unlawful and unauthorized recording of any of the Services for any purpose whatsoever, including but not limited to courses.

### **Disclaimer and Non-Waiver of Rights**

Except as provided in these Terms, WKC makes no guarantees, representations or warranties of any kind as regards the Services and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Services is at your sole risk. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. Although WKC conducts a background check of all of its teachers, the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the applicable laws of any province in Canada or U.S. state. In such cases, the applicable provincial or state law shall apply to the extent necessary.

THE SERVICES COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE SERVICES AND ANY OF THE CONTENT OR FEATURES INCLUDED THEREIN, INCLUDING THE PRICES AND ACCESS RULES FOR ANY FUNCTIONALITY, AT ANY TIME WITHOUT NOTICE. THE CONTENT INCLUDED ON THE SERVICES MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT.

WKC its subsidiaries, affiliates, and its licensors do not warrant that a) the Services will function uninterrupted, or be secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Services are free of viruses or other harmful components; or d) the results of using the Services will meet your requirements.

If You breach any of these Terms and WKC chooses not to immediately act, or chooses not to act at all, WKC will still be entitled to all rights and remedies at any later date, or in any other situation where You breach these Terms. WKC does not waive any of its rights. WKC shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

### **Technical Requirements**

You will be responsible for meeting and maintaining the minimum technical requirements for your selected purchase in order to access certain features of your Services. Access to Services require internet access, for which WKC is not responsible.

### **Student Code of Conduct**

WKC may remove from our Services students whom WKC deems in its discretion to be disruptive to the online learning environment, dangerous to other students or faculty, have acted in a manner that shows lack of dignity and respect for faculty and/or students, violated any intellectual property rights of WKC or others, or have engaged in academic misconduct, such as cheating or violating confidentiality. Students removed from Services for violations of the Code of Conduct are not eligible for refunds.

### **Force Majeure**

In the event either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under these Terms, other than to make payments then or thereafter due hereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable and diligent dispatch by the party claiming such in order to put itself in a position to carry out its obligations under this Agreement.

The term “**Force Majeure**” shall mean any causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party could not have prevented, including any act of God, any act or omission of any government authority, explosions, fire, riot, war. Specifically excluded from the definition of Force Majeure is: any act or event to the extent resulting from the fault or negligence of any person claiming Force Majeure, or the financial inability of any person to perform its obligations under these Terms.

### **Changes**

We reserve the right, at our sole and absolute discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole and absolute discretion. By continuing to access or use our Services after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Site and the Services.

We reserve the right to adjust pricing for our Services, or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Services, any price changes to your service will take effect following email notice to You.

### **Governing Law**

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable within Ontario, without regard to

conflicts of laws provisions.

**Severability**

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect.

**Miscellaneous**

These Terms, including the Privacy Policy, supersede all prior oral or written agreements and constitutes the entire agreement between the parties regarding the Services. Terms cannot be changed or modified orally. If any provision of these Terms is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of the Terms shall continue in full force and effect.

Charges will be inclusive of applicable taxes where required by law and service fees from third-party payment processor services. WKC uses the third-party payment processor services of Stripe. WKC reserves the right to charge at any time any service charges that You may have incurred while using or purchasing the Services. You will be responsible for any applicable taxes required by law and not included in the reflected charges. Charges paid by You are final and non-refundable, unless otherwise determined by WKC.

Please review our other policies posted on the Site. These policies also govern your use of the Services. We reserve the right to make changes to any Services, policies, and these Terms at any time. Contact Information

All comments, queries and requests relating to these Terms are welcomed and should be addressed as follows:

By email: [Support@wizkidlearning.com](mailto:Support@wizkidlearning.com)