Terms and Conditions

Agreement between user and www.lovenlearnathome.com

Welcome to <u>www.lovenlearnathome.com</u>. The lovenlearnathome website (the "Site") is compromised of various web pages operated by lovenlearnathome. <u>www.lovenlearnathome.com</u> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <u>www.lovenlearnathome.com</u> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for you reference.

<u>www.lovenlearnathome.com</u> is a Website Subscribers for Curriculum site. You (Subscriber) subscribe to the Site in order to receive curriculum for children aging from 6 months to 5 years old. All curriculum is utilized at the subscribers discretion and the site only provides material to be utilized by the subscriber, either to be downloaded or by instructive use. All curriculum is utilized at the subscribers discretion. The material to be utilized from the Site can contain activities, workshops and other materials to be interactive with children. All material is used at the owners risk and risk is determined by the end user subscriber of the material.

Electronic Communications

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 Lovenlearnathome is not responsible for third party access to your account that results from theft or misappropriation of your account. Lovenlearnathome and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Lovenlearnathome collects personally identifiable information from children under the age of thirteen. Lovenlearnathome collects this information for the Following reason(s):

Assessment at the subscribers choosing in order to meet the specific needs of the subscriber for early childhood curriculum only.

If you are under the age of thirteen, you must ask you parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this agreement. If you are under 18, you may use <u>www.lovemlearnathome.com</u> only with permission of a parent or guardian.

Cancellation/Refund Policy

All subscriptions will automatically renew unless the subscriber cancels their subscription before

the beginning of the next cycle. Due to Lovenlearnathome implementing the Instant Payment Notification (IPN) system, which allows images to be downloaded immediately after paying the Membership fee, <u>without any exception</u> we have a <u>NO REFUND POLICY</u>.

Links to third party sites/Third party services

<u>www.lovenlearnathome</u> may contain links to other websites ("Linked Sites"). The linked Sites are not under the control of lovenlearnathome and lovenlearnathome 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. Lovenlearnathome is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by lovenlearnathome of the site or any association with its operators.

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

No unlawful or prohibited use/Intellectual Property

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Use of communication services

The Site may contain bulletin board services, chart areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (Collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (Such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload file that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such communication services specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner; falsify or delete any author attributions, legal or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws r regulations.

Lovenlearnathome has no obligation to monitor Communication Services. However, lovenlearnathome reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion, lovenlearnathome reserves the right to terminate your access to any or all of the communication services at any time without notice for any reason whatsoever.

Loveandlearnathome reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or edit, refuse to post or to remove any information or materials, in whole or in part, in lovenlearnathome's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Lovenlearnathome does not control or endorse the content, messages or information found in any Communication Service and, therefore, Lovenlearnathome specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized lovenlearn spokespersons, and their views do not necessarily reflect those of lovenlearnathome.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitation if you upload the materials.

Materials Provided to <u>www.lovenlearnathome</u> or posted on any lovenlearnathome web page

Lovenlearnathome does not claim ownership of the material you provide to <u>www.lovenlearnathome.com</u> (including feedback and suggestions) or post, upload, input or submit to any lovenlearnathome Site or our associated services (collectively "Submission"). However, by posting, uploading, inputting, providing or submitting your submission you are granting lovenlearnathome, our affiliated companies and necessary sublicenses permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and publish your name in connection with your submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Lovenlearnathome is under no obligation to post or use any Submission you may provide and may remove any submission at any time in lovenlearnathome's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You will be able to connect your lovenlearnathome account to third party accounts. By connecting your lovenlearnathome 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 lovenlearnathome from our office

within the USA. If you access the Service from a location outside of the USA, you are responsible for Compliance with all local laws. You agree that you will not use the lovenlearnathome Content accessed thru <u>www.lovenlearnathome.com</u> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless lovenlearnathome, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, 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 regulations. Lovenlearnathome 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 lovenlearnathome in asserting any available defenses.

Liability disclaimer

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Termination/access restriction

Lovenlearnathome reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Sate of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas 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 affect 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 lovenlearnathome as a result of this agreement or use of the Site. Lovenlearnathome's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation or lovenlearnathome'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 lovenlearnathome with respect to such use. If any part if 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 lovenlearnathome with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and lovenlearnathome 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 to the parties that this agreement and all related documents be written in English.

Changes to Terms

Lovenlearnathome reserves the right, in it's sole discretion, to change the Terms under which <u>www.lovenlearnathome.com</u> is offered. The most current version of the Terms will supersede all previous versions. Lovenlearnathome encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Lovenlearnathome welcomes your questions or comments regarding the Terms:

admin@lovenlearnathome.com

Effective as of February 01, 2012