

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.stemtechlearninglab.com** (the "Site"). This Site is owned and operated by Sandra Staton. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Sandra Staton and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Age Restrictions**

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive; or
- If discovered, the indexing and transmitting of computer viruses that could affect other users is deemed inappropriate and will receive the highest consequences per occurrence..

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Computer Basics Online Tutorials
- Computer Software Tutoring.

The following services are available on our Site:

- Website Development.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Clients may cancel at anytime and pay a minimum of \$35 per cancelled session.

### **Free Trial**

We offer the following free trial of our goods and services: Unlimited access to free online resources. No registration necessary unless otherwise directed. At the end of your free trial, the following will occur: No action.

However, advanced payment is required for all scheduled tutoring sessions. Recurring tutorial sessions will be billed at the established tutorial session per hourly rate.

To cancel your tutorial session, please follow these steps: Contact the service provider by email prior to the scheduled tutoring session under the "Software Support" tab.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card
- PayPal
- Debit Card

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Refunds**

#### **Refunds for Goods**

All goods sold on our Site are non-refundable.

#### **Refunds for Services**

We provide refunds for services sold on our Site as follows:

- Tutoring services will be fully refunded minus a \$25 transaction fee if the services are cancelled at least 48 hours before the services are scheduled to be provided.

### **Guarantees**

The following guarantees apply to our Site:

- Stemtech Learning Lab does not guarantee an immediate outcome in performance. We do guarantee improved performance with the appropriate application of learned skills during each tutorial session.

### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these

Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

Sandra Staton and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Sandra Staton and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of North Carolina.

### **Additional Terms**

- Stemtech Learning Lab reserves the right to be and will be held harmless from malfunctioning user software applications and issues arising from incompatible user hardware performance, and/or internet connectivity issues that may occur during tutorial sessions.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave

on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

Sandra Staton, Managing Director

(980) 288-2207

sandra.staton@stemtechlearninglab.com

4823 Charlton Ln, Charlotte, NC 28210

You can also contact us through the feedback form available under the "Software Support" tab on our Site.

Effective Date: 20th day of April, 2022