

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.speckledfrogs.ca** (the "Site"). This Site is owned and operated by Speckled Frogs Kids Club. This Site is a early childhood recreation.

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 Speckled Frogs Kids Club 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.

### **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; or
- Act in any way that could be considered fraudulent.

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.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and

2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

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

The following services are available on our Site:

- Early childhood recreation programs.

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

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our 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 services we provide. You agree to purchase 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.

### **Subscriptions**

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorize that payment in order for your subscription to continue.

To cancel your subscription, please follow these steps: Class cards may be transferred to another family/child upon approval of Speckled Frogs. Memberships can be paused upon approval of Speckled Frogs.

### **Free Trial**

We offer the following free trial of our services: All new families/children will receive one free trial class when they register for a new account. The trial class may be applied to any classes offered by Speckled Frogs at the time of registration.

At the end of your free trial, the following will occur: If clients are pleased with the class/service, they will be able to purchase class cards (subscription) or memberships online.

## **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Debit.

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 Services**

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

- Speckled Frogs requires 3 weeks' notice to withdrawal from termed membership classes (i.e., soccer).
- Subscriptions may be cancelled at the discretion of Speckled Frogs Kids Club owners after all attempts to find a mutually beneficial solution have been exhausted (i.e., extending expiry date, pausing subscription, transferring to friend/family).
- Speckled Frogs reserves the right to cancel classes at the teacher's discretion. In such instances, classes will not be deducted from your subscription and drop-in payments will be refunded in full.
- There are no refunds for temporary absences from booked classes or during your subscription period.

## **Consumer Protection Law**

Where the *Consumer Protection Act*, or any other 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.

### **Limitation of Liability**

Speckled Frogs Kids Club 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 Speckled Frogs Kids Club 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 Province of Ontario.

### **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:

(343) 543-1238

connor@speckledfrogs.ca

Effective Date: 1st day of August, 2022

