

## MEMBERSHIP TERMS OF USE

The following Terms of Use are entered into between You and Melissa Solomon/Pre-K Printable Fun (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly mention or incorporate by reference (collectively, “Terms of Use”), govern your access to and use of [www.prekprintablefun.com](http://www.prekprintablefun.com), including any content, programs, functionality or services offered through the site or related sites (the “Membership”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Membership. By using the Membership or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated by reference. If you do not agree to these Terms of Use including the agreements incorporated documents, you cannot access or use the Membership.

This Membership is offered and available to users who are 18 years of age or older. By using this Membership, you represent and warrant that you are of legal age to form a binding contract with the Company and comply with the terms of this Agreement. If you do not meet all of these requirements, you must stop using the Membership.

Memberships are for a **Single user with a single classroom with no more than 40 enrolled students**. [Please contact me for discount pricing if you are purchasing for multiple teachers/classrooms/more than 40 students enrolled at your site.](#)

**1.0 MEMBERSHIP/SERVICE.** Pre-K Printable Fun (herein referred to as “Company”) agrees to provide the Pre-K Printables Club Membership (herein referred to as “Membership”) as identified on the checkout page. As a condition of purchasing and participating in the Membership, you agree to be bound by all the policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Membership, the Company shall provide you:

Access to a Password Protected Membership Area: The Company shall maintain a Membership Area that may include various types of downloadable content (.pdf files, .pptx files) including all printable products in their site store. You shall have access to this Membership Area for as long as the Membership Area exists or for as long as your term lasts, however no less than 120 days. In the event that Company intends to close the Membership Area, it shall provide you with a 30-day notice and the ability to download the

resources contained in the Membership Area, which is what is referred to as “Lifetime Access” in any marketing material.

## **2.0 Disclaimer.**

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Membership.

You understand Company is not serving you as a licensed professional and is not providing accounting, tax, legal, financial, healthcare, therapeutic advice, diagnosis or treatment. You understand that Consultant has not promised and will not; (1) procure or attempt to procure employment or business or sales for You; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for You; (6) introduce You to Consultant’s network of contacts, media partners or business partners; (7) diagnose or treat any illnesses or disease or (8) promise any set of results from the Membership. You understand that a relationship does not exist between the parties after the conclusion of this Membership. If the Parties wish to continue their relationship, they shall execute a separate agreement that explicitly governs that relationship.

## **3.0. PAYMENT**

In consideration of your access to the Membership, You agree to pay the following fees:

A. 1-year (365 days of access) or 2-year membership (730 days of access): Your credit card will be authorized for the single payment as indicated. This does not automatically re-new.

B. Subscriptions: Your credit card will be authorized for the yearly payment as indicated until you choose to cancel your membership.

B. One-Time Free: Your credit card will be authorized for the single payment as indicated

C. You agree to the full balance as reflected on the checkout page. You may not cancel or avoid these payments except through the Refund Policy.

## **4.0. METHODS OF PAYMENT**

A. The company accepts payments via Stripe

## **5.0. REFUND POLICY/CANCELATION/TERMINATION/EXPIRATION OF YOUR MEMBERSHIP**

**A. Due to the nature of digital products, our memberships are non-refundable.**

**B. Upon cancelation, termination, or expiration of your membership:**

- You are no longer permitted to log-in to the membership area.
- You may continue to use any product files you have downloaded, and use any physically assembled activities according to my above terms, and permitted uses.
- You will not have access to product updates.
- In the event, you no longer need your physically assembled activities (you are closing your business, no longer providing Pre-K at home, retiring from your classroom), existing pre-made activities may be donated. Products may not be sold, and files may not be shared.

## **6.0. CONFIDENTIALITY**

The Company respects your privacy and will not disclose any information you provide except as set forth in this Agreement and in the incorporated Privacy Policy. As a condition of participating in the Membership, you hereby agree to respect the privacy of other Membership participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Membership participants outside of the bounds of the Membership, in any format, unless you receive express written permission from such other participant to share the information. Similarly, the content of the Membership contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided in the Membership with anyone other than the Company, its' owners and employees, and other Membership participants.

## **7.0. GUEST CONTENT**

The Company may provide information from a third party in the form of a podcast guest interview, audio interview, interview on another platform, guest blog post, panel, roundtable, or other format. The Company does not control the information provided by any third-party guest or its truthfulness and cannot guarantee the veracity of any guest information.

Individuals who agree to appear as guests or contribute content in any way to the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

#### **8.0. NO TRANSFER OF INTELLECTUAL PROPERTY**

All content included as part of the Membership, such as text, graphics, logos, slides, images, audio, video, as well as the compilation thereof, and any software used in the Membership, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You cannot use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Membership are the trademarks of their respective owners.

Your participation in the Membership does not result in a transfer of any intellectual property to you, and, as a condition of participation in the Membership, you agree to observe and abide by all copyright and other intellectual property protection.

You are granted a limited, personal, non-exclusive, non-transferable, license to access and use the Membership content and resources for your own personal non-commercial use. You hereby agree that you will not modify, publish, transmit, distribute, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Membership. By ordering or participating in Membership/Memberships, you further agree that you shall not create any derivative work based upon the Membership and you shall not offer any competing products or services based upon any information contained in the Membership.

**COVID-19 Exception: You may temporarily share my resources digitally with the students in your classroom who are being impacted (quarantined/or learning remotely) through December 31st 2021. Through this period you may securely send my files to your impacted students via email (for them to print at home), but you may not upload any files to a shared drive, or upload them anywhere else including social media. Through this period, my products may be featured in remote learning situations where you are temporarily offering distance learning LIVE, as long as it's only available to your enrolled students. Pre-K Printable Fun Products may not be featured in any recorded sessions, or featured or distributed in classes you sell via any On-Line Marketplace including Outschoool.**

The Company content is not for resale. Your participation in the Membership does not entitle you to make any unauthorized use of any protected content, and in particular you will not remove or alter any proprietary rights, metadata, footnotes, watermarks or

attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Membership will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees. You may also be subject to further penalties or damages as permitted by the fullest extent of the law. You acknowledge that the actual damages likely to result from breach of this Section are difficult to estimate on the date of this agreement and would be difficult for Company to prove. The parties intend that your payment of the Liquidated Damages Amount would serve to compensate Company for any breach by you of its obligations under this Section, and they do not intend for it to serve as punishment for any such breach by You. Each instance of noncompliance with this prohibition constitutes a separate instance of infringement, and subjects You to a payment obligation in the amount of \$150,000 USD per infringement, as liquidated damages and not as a penalty.

The Company provides various resources on this Website, which users may access by providing an email address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the "Freemium Content") for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, you agree that the Freemium Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, you further agree that you shall not create any derivative work based upon the Freemium Content and you shall not offer any competing products or services based upon any information contained in the Freemium Content.

## **9.0 INDEPENDENT CONTRACTOR STATUS**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide you with access to the Membership, for information and educational purposes. The information

contained in the Membership, including any interactions with the instructors, is not intended as, and shall not be understood or construed as professional advice.

## **10.0 FORCE MAJEURE**

The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement if caused by acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), server failures, data breaches, data loss or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **11.0 SEVERABILITY/WAIVER**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate such term in any other jurisdiction.

## **12.0 MISCELLANEOUS**

You agree to hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Membership and/or any information and resources contained in the Membership. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Membership.

The information, software, products, and service included or available through the Membership may include inaccuracies or typographical errors. Changes are periodically added to the information in the Membership. The Company and/or its suppliers may make improvements and/or changes in the Membership at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Membership for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all

implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Membership, with the delay or inability to use the Membership or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Membership, or otherwise arising out of the use of the Membership, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. If you are dissatisfied with the Membership or any portion of it, your sole and exclusive remedy is to discontinue using the Membership.

### **13.0 ASSIGNMENT**

You may not assign this Agreement without the express written consent of Company.

### **14.0 MODIFICATION**

The Company reserves the right, in its sole discretion, to change the Terms under which the Membership is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

### **15.0 TERMINATION**

The Company reserves the right, in its sole discretion, to terminate your access to the Membership and the related services or any portion thereof at any time, if you become disruptive to the Company or other Membership participants, if you fail to follow the Membership guidelines, or if you otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

### **16.0 INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, 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 Membership and related 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. The Company 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 the Company in asserting any available defenses.

## **17.0 RESOLUTION OF DISPUTES**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Membership, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Pre-K Printable Fun, Vancouver WA. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

## **18.0 INTERNATIONAL USERS**

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Membership in any country or territory or in any manner prohibited by any applicable laws, restrictions or regulations.

## **19.0 EARNINGS DISCLAIMER**

Every effort has been made to accurately represent this product/Membership and its potential. This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by any platform, including YouTube, Instagram, or Facebook, nor have they been reviewed, tested, or certified by any platform.

There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the individual person using our product, ideas and techniques. We do not position this Membership as a "get rich quick scheme."

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on



the time you devote to the program, the individual ideas and techniques mentioned, your finances, knowledge and various skills and time commitment. Since these factors differ widely according to individuals, we cannot guarantee your success or income level. We wish you the best, but are not responsible for any of your actions in using this Membership/program.

Materials in our products or Membership may contain information based upon forward-looking statements within the meaning of the Securities Litigation Reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward-looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material. Every person is different and every situation is different and success is highly dependent on individual work and fact-specific scenarios. All information is presented "as is" without any guarantees.

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