

## SITE TERMS AND CONDITIONS OF USE

### **User's Acknowledgment and Acceptance of Terms**

Sharon Cowley, doing business as Create Learning Center (“Us” or “We”), provides the Create Learning Center site ([www.createlearningcenter.com](http://www.createlearningcenter.com)) and various related services (collectively, the “site”) to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

Each product or service has its own guarantee policy. Please refer to the individual product or service policies for more information.

These Terms of Use are effective as of **June 17, 2014**. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

### **Description of Services**

We make various services available on this site including, but not limited to, articles, information, courses, ebooks, online programs, info products, and other like products and services. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the sites features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

## **Registration Data and Privacy**

In order to access some of the services on this site, you may be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our [Privacy Policy](#), which is specifically incorporated by reference into these Terms of Use.

## **Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, blog comments, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

- a. 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;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. 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;
- e. contains 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; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, blog comments, or other interactive services that may be available on or through

this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

### **Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

### **Intellectual Property Information**

Copyright (c) 2014 Create Learning Center. All Rights Reserved.

For purposes of these Terms of Use, “content” is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes message boards, chat, and other original content.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Create Learning Center and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from

us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See “Users Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are registered trademarks, trademarks or service marks of Create Learning Center or its Affiliates: [www.createlearningcenter.com](http://www.createlearningcenter.com)<sup>™</sup>, Sharon Cowley<sup>™</sup>, Create Learning Center<sup>™</sup>, and any new programs or services developed and used on the site in the future. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Create Learning Center or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Create Learning Center, or its Affiliates.

### **Unauthorized Use of Materials**

Subject to our Privacy Policy, any communication or material that you transmit to this site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that you believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed.
2. Identify the material that you claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact you (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/administrator of the allegedly infringing webpage or other content (email address is preferred).

5. Include the following statement: “I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law.”

6. Include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

7. Sign the paper.

8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Sharon Cowley

Email: [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com)

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

**Disclaimer of Warranties**

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

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THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through your use of the site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

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You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **No Professional Advice**

The information contained in or made available through this Site (including but not limited to information contained on message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We and our licensors, affiliates, or suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through this Site. Neither we nor our partners, or any of their affiliates,

will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

**You alone are responsible and accountable for your decisions, actions and results in life, and by your use of this Site, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.**

### **Use of Photographs**

From time to time Create Learning Center posts photographs of the students and their artwork on the Site. We will do so only with parental or guardian permission. If at anytime you wish to withdraw such permission, please contact Customer Service at [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com).

### **Limitation of Liability**

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Indemnification**

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorneys fees, that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

### **Security and Password**

You are solely responsible for maintaining the confidentiality of your password and account, if applicable, and for any and all statements made and acts or omissions that occur through the use of your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

### **Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

### **E-mail, Messaging, Blogging, and Chat Services**

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We may make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, includes these Terms.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

### **International Use**

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

### **Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to

you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

### **Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the state of Connecticut, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of CT, by accessing this site both of us agree that the statutes and laws of the State of CT, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of CT with respect to such matters.

### **Notices**

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com), if by email. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

### **Entire Agreement**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

### **Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site including any worksheets, videos, audio recordings, templates, notes, or related materials provided.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

The section headings in this Agreement are for convenience only and must not be given any legal import.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial proceedings 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.

### **Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by Create Learning Center. If you notice that any user is violating these Terms of Use, please contact us at [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com).

Last modified June 17, 2014

# PRIVACY POLICY

## **PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE USING THIS SITE.**

By using this site, you signify your assent to this Privacy Policy. If you do not agree, do not use this site!

Sharon Cowley, doing business as Create Learning Center, may revise and update this Privacy Policy at any time. Your continued usage of the [createlearningcenter.com](http://createlearningcenter.com) website (“Site”) will mean you accept those changes.

### **What information do we collect?**

We collect information from you when you place an order, subscribe to our newsletter, respond to a survey, or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information.

### **Registration Data and Privacy**

In order to access some of the services on this site, you may be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

### **What do we use your information for?**

Any of the information we collect from you may be used in any of the following ways:

To personalize your experience;

(your information helps us to better respond to your individual needs)

To improve our website;

(we continually strive to improve our website offerings based on the information and feedback we receive from you)

To improve customer service;

(your information helps us to more effectively respond to your customer service requests and support needs)

To process transactions;

To administer a contest, promotion, survey or other site feature;

To send periodic emails;

*The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.*

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

**Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.**

### **Protecting your information**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

Our payment gateway and processor offers the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into the payment gateway provider's database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

### **Exceptions to Privacy Policy**

While we are committed to keeping your information secure and private, we have the following exceptions to our Privacy Policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a business merger, consolidation, the sale of related assets or business division or other fundamental business change. Further, the information you enter when making a purchase will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose of carrying out the transactions. Non-personally identifiable visitor information may be provided to other

parties for marketing, advertising, or other uses. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk.

## **Use of Photographs**

From time to time Create Learning Center posts photographs of the students and their artwork on the Site. We will do so only with parental or guardian permission. If at anytime you wish to withdraw such permission, please contact Customer Service at [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com).

## **Third party links**

Occasionally, at our discretion, we may include or offer third party products or services on our website or we may link to a third party's website for informational purposes. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

## **Cookies**

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information

We may use cookies to help us understand and save your preferences for future visits, keep track of advertisements and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You have the choice to accept or decline cookies. Most web browsers automatically accept the use of cookies but you may modify your browser settings to decline the use of cookies. However, declining the use of cookies may prevent users from logging in correctly, when applicable, and may decrease the functionality of the site on the user's computer.

## **California Online Privacy Protection Act Compliance**

Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent except as noted above. At this time we do not respond to DNT signals.

### **Children's Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act). We do not knowingly collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older. We recommend that anyone under 18 years of age participate and use our website, products or services only with parental permission and supervision.

We do not intend to collect any personal information from children under the age of 18. If a parent or guardian of a child who has provided us with such personal information would like the information deleted from our records, he or she should contact us at the email address listed at the bottom of this policy statement. We will then delete the child's personal information from our files.

If we become aware that personally identifiable information regarding a child under the age of 13 has been collected at the Site, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable time, or if when contacted a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Sharon Cowley will provide a description of the specific types of personal information collected from a child who is under the age of 13.

### **Online Privacy Policy Only**

This online Privacy Policy applies only to information collected through our website and not to information collected offline.

### **Terms and Conditions**

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website at {ENTER LINK TO YOUR TERMS AND CONDITIONS PAGE HERE}

### **Contacting Us**

If there are any questions regarding this Privacy Policy you may contact us using the information below.

email: [sharon@createlearningcenter.com](mailto:sharon@createlearningcenter.com)

{IF YOU CHOOSE, ENTER A LINK TO YOUR CONTACT PAGE HERE}

**This Privacy Policy was last modified June 17, 2014.**