



# WISEVERSE

LEARNING ACADEMY

## TERMS & CONDITIONS

### 1. Introduction.

These Website Standard Terms And Conditions (these “Terms” or these “Website Standard Terms and Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

### 2. Intellectual Property Rights.

Other than content you own, which you may have opted to include on this Website, under these Terms, Wiseverse Learning Academy LLC and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

### 3. Restrictions.

You are expressly and emphatically restricted from all of the following:

1. Publishing any Website material in any media;
2. Selling, sublicensing and/or otherwise commercializing any Website material;
3. Publicly performing and/or showing any Website material;
4. Using the Website in any way that is, or may be, damaging to this Website;
5. Using this Website in any way that impacts user access to this Website;
6. Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
7. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website.
8. Using this Website to engage in any advertising or marketing;  
Certain areas of this Website are restricted from access by you and Wiseverse Learning Academy LLC may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

### 4. Your Content.

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Wiseverse Learning Academy LLC a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your content must be your own and must not be infringing on any third party’s rights. Wiseverse Learning Academy LLC reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

### 5. Limitation of liability.

In no event shall Wiseverse Learning Academy LLC or any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and Wiseverse Learning Academy LLC including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

### 6. Indemnification.

You hereby indemnify to the fullest extent Wiseverse Learning Academy LLC from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

### 7. Severability.

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

### 8. Variation of Terms.

Wiseverse Learning Academy LLC is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

### 9. Assignment.

Wiseverse Learning Academy LLC shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notifications or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

### 10. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Wiseverse Learning Academy LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

### 11. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Wisconsin and you submit to the non-exclusive jurisdiction of the state and federal courts located in Wisconsin for the resolution of any disputes.

### 12. Enrollment Fee.

Full payment of the enrollment fee is due before the first class meeting. You can only pay by credit card or debit card with an embossed VISA or Master Card logo. We will give you access to the course when full payment has been made. The enrollment fee will cover course registration and class participation.

### 13. System Availability.

Moodle Cloud is the LMS platform used by WiseVerse Learning Academy. We will make every effort to inform you of system downtime in advance, but this is not always possible. WiseVerse Learning Academy cannot provide support for computers or personal devices that do not meet Moodle Cloud system requirements or support your connectivity to the Moodle Cloud website. You agree to maintain the security of any username and password required for accessing the course. You will notify us promptly if you become aware of any unauthorized use of your username and/or password.

### 14. Refund Policy.

Your satisfaction with the courses offered by WiseVerse Learning Academy is important to us. If, for any reason, you are not satisfied with a course you can contact us for a refund. You will receive 100 percent of your registration fee if you cancel your enrollment before the start of the course. A 75 percent refund in the first week of the course, a 50 percent refund if you cancel in the second week of the course. No refunds will be given after the second week of the course. To make a request for a refund, submit your request to (insert email address). We will notify you via email of the status of your refund once we have received and processed your request. You can expect a refund in the same form of payment originally used for purchase within 7 to 14 business days.

### 15. Course Cancellation.

WiseVerse Learning Academy reserves the right to cancel a course due to insufficient enrollment. Such decisions will be made in advance of the first class meeting. Students will be notified via email. In the case of a cancellation you will have the choice of registering for the next course date or receiving a full refund.

### 16. Course Content.

The course description is intended to indicate only the general nature of the course and does not guarantee content. WiseVerse Learning Academy reserves the right to amend the course and alter details to its discretion.

### 17. Warranty.

**1. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE FOR THE USE OR RESULTS OF THE COURSE AND MATERIALS, THAT YOU WILL SUCCESSFULLY COMPLETE THE COURSE, OR THAT ANY PARTICULAR LEVEL OF KNOWLEDGE WILL BE ATTAINED BY YOU.**

### 18. Chromebooks

1. If Chromebooks are provided (new or refurbished), it will be once the class minimum enrollment threshold is reached. If minimum enrollment is not reached, students will be refunded their fees.

2. Wiseverse Learning Academy LLC is not responsible for damage or theft associated with the delivery and use of Chromebooks purchased by students.