

## **Digital Explorers Club: Graphic Design with Canva Level One Terms of Use**

Hey there! By purchasing Digital Explorers Graphic Design with Canva Level One Course (hereinafter the “Program”), you, the purchaser (hereinafter “Student/Parent”) enters an agreement with Pam Lauzon Designs (“Company”) and agree to the following terms:

### **1. Course Deliverables**

The Program is an online course. Company agrees to provide the content as promised on the Program checkout page, which includes:

- 6 months of access to all course content
- 10 Video Lessons with assignments, handouts and projects
- A final quiz
- A final project to be completed by the Student/Parent

Student/Parent will retain access to the Program for 6 months from the date of purchase. It is then Student/Parent’s responsibility to download all materials from the Program before the retirement date noted by Company.

### **2. Privacy Policy**

Company's Privacy Policy is hereby incorporated by reference into this agreement. The company will not share the Student/Parent’s name, email, or credit card information with any third parties. The course does not include any one on one time with Pam Lauzon.

### **3. Payment**

The cost of this program is \$40 CAD.

### **4. No Refunds**

Company has a 30 day refund policy from the date of purchase if the lessons have not been completed. If the lessons are marked as complete, there will be no refund issued.

## **5. Intellectual Property**

Company owns the rights to all content in the Program such as texts in the forms of handouts, videos, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. Student/Parent's participation in the Program does not transfer any intellectual property rights to Student/Parent. Company grants Student/Parent the ability to copy lesson assignments. Student/Parents have sole ownership of any designs they create in the lesson assignments.

## **7. Force Majeure**

Company shall not be liable or responsible to Student/Parent, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from 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), 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.

## **8. Severability**

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

## **9. Liability**

Student/Parent agrees to absolve and do hereby absolves Company of any and all liability or loss Student/Parent may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. Student/Parent agrees that 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 Program.

## **10. Warranty**

Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program 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. 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.

## **11. Single Use**

Student/Parent/Parent agrees that purchase of this program is for the use of one individual only. Student/Parent will not share their login information, lesson material or class links with anyone outside of the program. For families with multiple children, one course purchase per child must be made.

*Last Updated: August 7, 2024*