

Choosy Kids Virtual Training

These are the terms and conditions (the Agreement) governing your participation in the Choosy Kids Virtual Training (“Virtual Training”). By registering for the Virtual Training you agree to these terms. If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

1. Participant Requirements

1.1 Access. Your registration entitles you to access to the Virtual Training for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Choosy Kids shall have no liability for such costs.

2. Prohibited Conduct

2.1 Disruptive Conduct. You acknowledge and agree that Choosy Kids reserves the right to remove you from the Virtual Training if Choosy Kids, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Virtual Training or the enjoyment of the Virtual Training content by other attendees.

2.2 Recording, Live Streaming, and Videotaping. Participants may not record or broadcast audio or video of the Virtual Training.

2.3 In addition to the requirements and prohibitions set forth in this Section 2, Choosy Kids may also exclude any prospective participant from registering for or participating in the Training Event, in Choosy Kids’ sole discretion.

3. Fees and Registration

3.1 Payment. Payment for the Virtual Training is due upon registration. If such payment is insufficient or declined for any reason Choosy Kids may refuse access to the Virtual Training and shall have no liability in that regard. Purchase orders are accepted for private staff trainings.

4 Cancellation and Quality Assurance

4.1 All sales are final. No payments will be refunded. Please note that if you do not access the Virtual Training, you are still responsible for payment. In no event shall Choosy Kids be obligated to refund all or a portion of the registration fee.

4.2 If Choosy Kids is prevented from carrying out its obligations as it pertains to the Virtual Training you registered for as a result of any cause beyond its control, or the Virtual Training cannot be conducted because of software or issue with the hosting platform or due to acts of God, strikes, labor disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a “Force Majeure”) Choosy Kids shall have the right to immediately terminate the affected Virtual Training without liability and shall be relieved of its obligations to Registrant. If the affected Virtual Training is terminated due to a Force Majeure occurrence before the first day of the Virtual Training, then Choosy Kids will reschedule the affected Virtual Training and your registration fee will be applied to the rescheduled training.

4.3 Choosy Kids reserves the right to record the virtual training event for quality assurance purposes.

5. Virtual Event Registration Confirmation

5.1 Once you have completed your registration or provided a purchase order for your private training, you will receive your registration confirmation by email. Please ensure that you provide a valid email address and check your junk email box in case any of your Virtual Training email(s) are caught by spam filters.

6. Your Privacy Is Important to Us

6.1 Please visit <https://choosykids.com/pages/privacy-policy> for information on how your personal information is collected, used, and shared when you visit or make a purchase from the Choosy Kids website.

7. Intellectual Property

7.1 Registrant expressly acknowledges and agrees that Choosy Kids shall retain and own all rights in and to the Virtual Training, including, without limitation, all copyrights, trademarks and other intellectual property rights in and to the materials and techniques utilized by Choosy Kids in the provision of the Services.

7.2 All intellectual property rights in and to the Virtual Training, the Virtual Training content, and all materials distributed in connection with the Virtual Training are owned by Choosy Kids. You may not use or reproduce or allow anyone to use or reproduce any Virtual Training content for any reason without the prior written permission of Choosy Kids.

8. Disclaimer

8.1 Choosy Kids provides no warranties, either express, implied, statutory, or otherwise, with respect to the Virtual Training or any materials or products, and Choosy Kids specifically disclaims all implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, or any warranties that may be otherwise implied from any course of dealing or course of performance or usage.

9. Limitation of Liability

9.1 In no event shall Choosy Kids be liable to Registrant for any lost profits or consequential, indirect, punitive, exemplary, special, or incidental damages arising from or relating to this Agreement, whether in contract or tort or otherwise.

10. Nature of Agreement

10.1 This Agreement constitutes the complete understanding of the parties as to the subject matter of this Agreement and replaces and supersedes any and all prior agreements between the parties as to the subject matter hereof. No modification or waiver of any provision shall be valid unless in writing and signed by both parties. If any provision of this Agreement shall be held to be void, invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having the jurisdiction to make such a determination, it shall not affect the validity or enforceability of any other provision of this Agreement.

11. Applicable Law

11.1 This Agreement shall be construed in accordance with the laws of the state of North Carolina.

12. Notices

12.1 All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed telecopy or other electronic means, or three (3) days after being sent by prepaid certified or registered U.S. mail to:

Choosy Kids
P.O. Box 49778
Charlotte, NC 28277