



Classes

Baby Sensory Western USA provides consumers with opportunities to purchase products and services, with a time limited promotional added value (each 10 week term, 1 class per week consecutively for the full 10 weeks). Baby Sensory Western USA is willing to offer attractive promotions in order to reach the community at certain times in any one given fiscal year.

1. How It Works

By placing an order for each term of 10 weeks, you make an offer to purchase the classes you have selected on the terms, restrictions and conditions associated with Baby Sensory Western USA. Once you've placed your order, you will receive a confirmation by way of electronic receipt and your credit card will be charged for the amount of the 10 week classes. You are required to create an account in order to purchase any classes, by completing our registration form and returning via email to Arizona@BabySensory.com. An account is required so we can collect information to allow you to attend our classes

2. Expiration Dates

The expiration date for each 10 week term is 10 weeks from when the attendee first attends a class.

Baby Sensory Western USA, do not offer any refunds, exchanges nor do they freeze classes for any other reason than pre-booked holidays. Which the attendee **MUST** notify Baby Sensory Western USA with a minimum 7 days written notice via email to Arizona@BabySensory.com

6. Western USA Terms (Arizona, California, Washington, Oregon, Colorado, Utah, Idaho, New Mexico, Nevada, Wyoming and Montana.

Unless otherwise stated in the registration form or required by law, the following additional terms apply to all Classes:

- No cash back will be issued for partial redemption of the paid portion of each 10 week term, except as required by law,
- No cash back or credit will be issued for partial redemption of the promotional portion of a Classes,
- Any Promotional offers from Baby Sensory Western USA or Third Party providers **CANNOT** be combined with any other coupons or promotions unless otherwise noted in the promotional offer,
- Any sale or trade of a class payments is prohibited, except as required by law,



- Unless otherwise stated at the time of classes purchased, the each 10 week class term price does not include sales, value added or use taxes, which may be charged to you separately by the Class Leader, Class Instructor or member of Baby Sensory Western USA.

7. Our Responsibility

To be clear, Baby Sensory Western USA markets the Promotions. As issuer of the Promotion, Baby Sensory Western USA shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a customer, caused in whole or in part by our products and services. By purchasing classes, a customer acquires the right to print the receipt issued by a member of Baby Sensory Western USA and to attend classes according to our terms and the terms of this Agreement.

8. Promotions of the Program

From time to time we may offer special promotions, contests and/or sweepstakes intended to provide you an incentive to purchase further Classes or to encourage you to get others to do so. The applicable rules will be posted on <http://babysensory.com/us> in or near the description of each such promotion. We reserve the right to interpret these rules in our sole discretion, and you hereby agree to our interpretation.

9. Products Available for Sale

The Site can be accessed from countries around the world. You understand that some or all products or services provided on the Site or Venue may not be available for purchase to persons residing in certain jurisdictions or geographic areas. Baby Sensory Western USA reserves the right, in its sole discretion, to exclude or otherwise limit the provision of a sale for any product or service to a person residing in any jurisdiction or geographical area. Baby Sensory Western USA does not represent or warrant that any product or service promoted on any Site or Venue will be available for purchase by any particular person.

10. Refunds

Baby Sensory Western USA will provide a partial refund (half the amount of the purchased price) paid by you for any classes within five days after the purchase of the Classes, provided that the attendee has proof of a valid reason. After five days, we do not provide refunds except that we will provide a partial refund if you are unable to attend classes if the company has gone out of business.



11. Playing Nicely

Some of the Promotions, Special Offers are provided for a limited number of purchasers or a limited number of purchases (one per person), as specified for the particular Promotion. Any attempt by a purchaser to obtain more than the permitted number of Promotional offers specified for a particular Promotion by using multiple or different identities, credit cards, forms, registrations, addresses or any other method will void that person's purchases. Baby Sensory Western USA will be the arbiter, in its discretion, as to whether purchase characteristics indicate a violation of these rules.

Termination

We may change or discontinue the Venue or any of the Services at any time without prior notice. We reserve the right to terminate this Agreement at our election and for any reason, without prior notice, and this Agreement will automatically terminate in the event that you violate any of the terms and conditions set forth below. In the event of any termination, you will immediately cease access to the Venue and Services. Any Promotions issued prior to termination will be honored according to its terms and the terms of this Agreement specifically applicable to such Promotions.

Disclaimers of Warranty

We provide the Venues and Classes and Site and Services "as is", "with all faults" and "as available." We and our suppliers and vendors make no express warranties or guarantees about the Site, Services or Deals. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR OFFICERS, MEMBERS, DIRECTORS, AGENTS, VENDORS, MERCHANTS AND FRANCHISEES DISCLAIM IMPLIED WARRANTIES THAT THE SITE AND SERVICES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT BABY SENSORY WESTERN USA WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF BABY SENSORY WESTERN USA, INCLUDING ANY SERVICES OR PROMOTIONAL OFFERS, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE MAKE NO WARRANTIES AS TO PRIVACY AND SECURITY OTHER THAN AS EXPRESSLY STATED IN THE PRIVACY POLICY. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS VENUES OR USE THE SITE OR SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A BABY SENSORY WESTERN USA REPRESENTATIVE SHALL CREATE A WARRANTY. You may have additional consumer rights under your local laws that this contract cannot change.



Limitations of Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF BABY SENSORY WESTERN USA. IN NO EVENT SHALL OUR LIABILITY, OR THE LIABILITY OF OUR AFFILIATES, OFFICERS, MEMBERS, DIRECTORS, AGENTS, VENDORS, MERCHANTS OR FRANCHISEES, FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE VENUES, SITE AND SERVICES EXCEED THE TOTAL AMOUNT OF FEES THAT YOU PAID US DURING THE PREVIOUS ONE-YEAR PERIOD FOR THE SPECIFIC SERVICE AT ISSUE. WE, OUR AFFILIATES, OFFICERS, MEMBERS, DIRECTORS, AGENTS, VENDORS, MERCHANTS AND FRANCHISEES, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON THE VENUE, SITE AND SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTION, OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, MEMBERS, DIRECTORS, AGENTS, VENDORS, MERCHANTS AND FRANCHISEES, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnity

You agree to defend, indemnify and hold harmless Baby Sensory Western USA, its parent company, officers, directors, members, employees, merchants, franchisees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees) arising from: (i) your use of and access to Baby Sensory Western USA; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any Content submitted by you causes damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of Baby Sensory Western USA.

Reservation of Rights and Release

Baby Sensory Western USA reserves the right, but has no obligation, to monitor, or take any action Baby Sensory Western USA deems appropriate regarding disputes that you may have with



other customers of ours or any Merchants. To the extent the law permits, you release us from any claims or liability related to any content posted on the Site or Venue and from any claims related to the conduct of any other customers of ours or any Merchants. You hereby waive California Civil Code Section 1542 (if you are a California resident), and any similar provision in any other jurisdiction (if you are a resident of such jurisdiction), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Intellectual Property

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Venue Site and Services, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to you under any of those intellectual property rights by virtue of this Agreement, except for the limited right to use the Venue Site and Services in accordance with this Agreement. "Baby Sensory Western USA" is our trademark. Other product and company names that are mentioned on the Venue, Site or provided as part of the Services may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you in this Agreement.

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As between you and us, you retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that you post to any Baby Sensory Western USA related Site. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully paid, worldwide license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make derivative works of, translate, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale, otherwise commercially exploit and exercise any and all such rights, under any and all of your intellectual property rights related to the Content in any manner we choose. If you have any rights to the Content that cannot be licensed to us (such as moral rights in some countries), you



unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against us or related to our customers and partners anywhere in the world, with respect to such rights.

Copyright Notice

We respect the intellectual property of others, and we ask you to do the same. If you are a copyright owner or an owner's agent and find Content that infringes upon your copyrights, you may submit a notification according to the Digital Millennium Copyright Act. To do so, please provide our Copyright Agent with the following information (see 17 U.S.C 512(c)(3) for further detail) in writing: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Baby Sensory designated Copyright Agent to receive notifications of claimed infringement can be reached at info@babysensory.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

Electronic Communications

The communications between you and Baby Sensory Western USA use electronic means, whether you visit the Site or send us emails, or whether Baby Sensory Western USA posts notices on any Baby Sensory Western USA related Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Baby Sensory Western USA in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Baby Sensory Western USA provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

Entire Agreement, Changes to this Agreement and Waivers

These Terms of Service, together with the Privacy policy terms can be found at <http://www.babysensory.com/us> and any other legal notices published by Baby Sensory Western



USA on the Site or any Class Promotion, shall constitute the entire agreement between you and Baby Sensory Western USA concerning Baby Sensory Western USA. We may change the terms of this Agreement from time to time on a going-forward basis, and any such modifications become effective immediately upon being posted to the Site. It is your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If you do not agree to any changes, if and when such changes may be made to the Agreement, you must cease use of the Site and Services. Your use of the Site and Services after any modifications to the Agreement indicates that you agree to such modified Agreement. Any changes to this Agreement (other than as set forth in this paragraph) or waiver of Baby Sensory Western USA's rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer of Baby Sensory Western USA. No purported waiver or modification of this Agreement by Baby Sensory Western USA via telephonic or email communications shall be valid.

Contracting Party, Choice of Law, Location for Resolving Disputes, Contact Information

This Agreement is between you and the Baby Sensory entity for your country in which you reside. The identity of the Baby Sensory entity for your country, the choice of law, the location for resolving disputes with Baby Sensory, and our contact information is specified below.

- **UK.** If you reside in England, Ireland, Scotland or Wales, then you are contracting with Baby Sensory Limited, a company registered in England. The laws of England govern the interpretation of this Agreement and any disputes arising in connection with it, regardless of conflict of laws principles. Any claim or dispute between you and Baby Sensory that arises out of or relates to this Agreement shall be decided exclusively by a court of competent jurisdiction located in London, England. Contact info@babysensory.com
- **Western USA.** If you reside in Western USA, then you are contracting with Baby Sensory Western USA, a company registered in Arizona. The laws of Arizona govern the interpretation of this Agreement and any disputes arising in connection with it, regardless of conflict of laws principles. Any claim or dispute between you and Baby Sensory Western USA that arises out of or relates to this Agreement shall be decided exclusively by a court of competent jurisdiction located in Phoenix, Arizona, USA. Contact arizona@babysensory.com