

# Lee Pesky Learning Center Terms of Service

Updated 2026

This is a contract between you (“You”) and Lee Pesky Learning Center (“LPLC”). Your use of the LPLC website (“the Website”) and its web-based or app-based services (the “Services”) is governed by this contract.

By (1) using and/or visiting the Website (including all content available on or through the [www.lplearningcenter.org](http://www.lplearningcenter.org) domain name) You signify your assent to both this terms and conditions of use and license (the or “Agreement”) and the LPLC privacy policy (the “privacy policy”), which is available at [[Privacy & Cookies Policy - Lee Pesky Learning Center](#)], which is incorporated herein by reference. If You do not agree to any of these terms or policies, then do not use the website or services.

If You have paid money to LPLC, the owner and operator of the Website, prior to reviewing these terms and conditions of use and license and You now disagree with them, please contact LPLC at [info@lplearningcenter.org](mailto:info@lplearningcenter.org) about obtaining a refund. Please print out a copy of this document now and retain it for your future reference as it will become a binding contract when you continue to use or browse the site at [www.lplearningcenter.org](http://www.lplearningcenter.org).

If you are entering into this agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions of use and license, in which case the terms “You” or “Your” shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions of use and license, You must not accept this agreement and may not use the services or the website. Please contact the Director of Finance and Operations at (208) 333-0008 to discuss negotiating an alternative form of contract.

We encourage You to review this agreement with Your lawyer before accepting these terms. Please also print out a copy of this agreement when You accept it and keep the copy with Your other important papers.

This Agreement was last updated on February 17, 2026. It is effective between You and LPLC as of the date and time in our location when you continue to use the Website.

Use of the Services.

**A.** The Services consist in whole or in part of software running remotely on servers controlled by LPLC. You have no right to receive either an object code or source code version of the software operating on the remote servers. Your usage rights are constrained by this Agreement and are limited to accessing the services via a designated portal using username(s) and password(s) provided to you by LPLC in LPLC’s sole discretion.

**Our Responsibilities.** LPLC shall: (i) provide to You basic support for the Services at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which LPLC shall attempt to give at least 24 hours’ notice via

our web site, LPLC, and which we shall attempt to schedule to the extent practicable during the weekend hours from 6:00 p.m. Mountain time Saturday to 6:00 a.m. Mountain time Sunday), or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving LPLC employees), or internet service provider failures or delays or other systemic Internet issues; and (iii) provide the Services only in accordance with applicable laws and government regulations.

**Your Responsibilities.** You shall (i) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data; (ii) prevent unauthorized access to or use of the Services, and notify us promptly of any such unauthorized access or use; and (iii) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (i) make the Services available to anyone other than an authorized user; (ii) sell, resell, rent or lease the Services; (iii) use the Services to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Services to store or transmit malicious code; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt or permit others to attempt to gain unauthorized access to the Services or their related systems or networks; or (vii) copy, reproduce, publicly perform or create derivative works based upon the Services or their documentation or templates or make or have made any feature or functionality of the Services.

**Usage Limitations.** The Services may be subject to other limitations, such as, for example, limits on server or cloud storage space or Internet bandwidth. We shall employ commercially reasonable efforts to apprise you of any such limitations. The Services notification information will enable You to monitor Your compliance with such limitations.

#### Third-Party Sites and Linking.

1. The Website may contain links to third-party websites that are not owned or controlled by LPLC. LPLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, LPLC will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve LPLC from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit. You may be asked to enter into contracts with those third-party sites or their owners or operators by virtue of your clicking on a link on this website and being transported to the external third-party site(s). You understand and accept the risk of perhaps being required to enter into such third-party contracts as a condition of your receiving the services offered by this website and the linked third-party sites and that LPLC is not responsible for your actions or inactions in connection with any third-party site.
2. To view or access all the features of the Website, your web browser may require additional third-party software, also known as plug-ins, add-ons, extensions, etc. LPLC makes no warranties that this third-party software will be compatible with your computer and specifically disclaims any

liability for direct or consequential damages that arise when you download, install, or use third-party software to access the content or features of the Website.

3. You may not obtain a username and password and thereafter access or use or allow your agent or employee to access or use, the Services or Website or download the App if You are our direct competitor, except with our prior written consent, and only authorized persons may obtain or utilize issued usernames or passwords. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

#### Website Access.

1. LPLC hereby grants you limited, revocable license to use the Website subject to your compliance with these Terms and Conditions of Use and License and further conditioned upon: (i) your use of the Website as permitted hereby is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without LPLC's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; (iv) you will not register or obtain domain names, Twitter handles, Facebook pages, or Instagram, Pinterest or other social media accounts using or incorporating any LPLC intellectual property, including but not limited to its trademarks; and (v) you will otherwise comply with the terms and conditions of these Terms and Conditions of Use and License.
2. In order to access some features of the Website and subscribe to the Services, you may have to create an account. You may never use another's account without LPLC's permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify LPLC immediately of any breach of security or unauthorized use of your account. Although LPLC will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of LPLC or others due to such unauthorized use.
3. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the LPLC servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser. Notwithstanding the foregoing, LPLC grants the operators of public search engines permission to use automated systems to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. LPLC reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, and not to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions (as defined below).

## Rights in Data.

1. You hereby authorize and consent to the collection, storage and use, by LPLC and its affiliates, partners and agents, of any information and data related to or derived from Your use of the Website, the Services or the App, and any information or data that You provide to LPLC and its affiliates, partners and licensors (“Data”). As between LPLC and You, You exclusively own all rights, title and interest in and to all of your Data. Other data generated by your use of the Services, Website or App shall be owned by us.
2. You grant LPLC a non-exclusive, royalty-free, worldwide license to use Your Data to improve the Services. Without limiting the generality of the foregoing, the Data shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, referrer site information, data and suggestions based on user actions. Notwithstanding the foregoing, You shall not provide or disclose and the Information shall not include any information or data that is personally identifiable to You. The Data will be treated as being non-confidential and nonproprietary, and LPLC assumes no obligation to protect confidential or proprietary information (other than personally identifiable information, per the Privacy Policy) from disclosure and will be free to reproduce, use, sell, license, and distribute the Data to others without restriction. LPLC will also be free to use, monetize, sell, license and develop intellectual property out of and from any ideas, concepts, know-how or techniques contained in the Data for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services incorporating such information.

**Intellectual Property Rights.** The content on the Website, except all User Submissions (as defined below), including without limitation, the text, software, metatags, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks, trade dress and logos contained therein (“Marks”), are owned by or licensed to LPLC, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS and with all faults accepted for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. LPLC reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

## Term and Termination.

**A.** This Agreement commences on the date You accept it and continues until terminated as provided herein.

**Term of Purchased Subscriptions.** Subscriptions purchased by You commence on the date you click on “I Agree.” Except as otherwise specified or agreed, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless we have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

**Termination.** A party may terminate this Agreement for cause: (i) upon 30-days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement at any time on 15-days’ written notice to you.

**Refund or Payment upon Termination.** Upon any termination for cause by You, LPLC shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by LPLC, You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to LPLC for the period prior to the effective date of termination.

**Return of Your Data.** Upon request by You made within 45 days after the effective date of termination of a Services subscription, LPLC will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 45-day period, LPLC shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in our systems or otherwise in our possession or under our control.

#### **User Submissions.**

1. The Website may now or in the future permit the submission of photographs or other communications submitted by you and other users (“User Submissions”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, LPLC does not guarantee any confidentiality with respect to any submissions.
2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize LPLC to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use and License; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use and License. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User

Submissions to the Website, you hereby grant LPLC a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, make, have made, sell, lease, rent, copy, reproduce, distribute, and prepare derivative works of, display, and publicly perform the User Submissions in connection with the Website and LPLC's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms and Conditions of Use and License. The foregoing license granted by you terminates once you remove or delete a User Submission from the Website by contacting LPLC at [info@lplearningcenter.org](mailto:info@lplearningcenter.org) and instructing that a particular User Submission is to be removed or deleted.

3. In connection with User Submissions, you further agree that you will not: (i) submit material that is subject to protection under the copyright laws of the United States or any foreign country, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant LPLC all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage LPLC or any third party; (iii) submit material that is unlawful, defamatory, libelous, threatening, harassing, hateful, sexually explicit, or racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise be inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. LPLC does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and LPLC expressly disclaims any and all liability in connection with User Submissions. LPLC does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and LPLC will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights pursuant to Section 9D below. LPLC reserves the right to remove Content and User Submissions without prior notice. LPLC will also terminate a User's access to its Website, if they are determined to be a repeat infringer. LPLC will not be obligated to refund any unused portion of a listing, membership or subscription fee if an account is terminated for repeat copyright infringement. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. LPLC also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms and Conditions of Use and License for violations other than copyright infringement and violations of intellectual property law, including, but not limited to, whether a User Submission is defamatory, excessively long, or otherwise violates these Terms and Conditions of Use and License. LPLC may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions of Use and License at any time, without prior notice and at its sole discretion.

4. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
  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.
5. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that LPLC is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against LPLC with respect thereto, and agree to indemnify and hold LPLC its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.
6. LPLC permits you to link to materials on the Website for personal, non-commercial purposes only and reserves the right to disable access to any site acting as the referring site, in LPLC’s sole discretion. LPLC reserves the right to discontinue any aspect of the Website at any time.

**Unsolicited Idea Submission Policy.** Please do not send unsolicited ideas to LPLC including but not limited to ideas for advertising campaigns, promotions, products, product improvements, processes, materials, marketing plans, or product names. Neither LPLC nor any of its employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when LPLC’s products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to LPLC

If, despite our request that you not send us your ideas, you still send them, then regardless of what your submission states, the following terms shall apply to your submission: (1) you agree that your ideas will

automatically become the property of LPLC without compensation to you, and (2) you agree that LPLC can use the ideas for any purpose and in any way—even give them to others—without compensation or acknowledgement to you. You accordingly hereby assign and agree to assign such to LPLC, and you waive your moral rights to attribution and integrity as to any such unsolicited ideas.

When we wish to solicit your feedback on our services and products, we will do so through a dedicated portion of our Website or through another dedicated communication channel or process.

### **Warranty Disclaimer.**

Although LPLC will use commercially reasonable efforts to store and secure your data, you must not rely on LPLC as the sole source or repository of any such information. LPLC disclaims liability for your failure to keep backups of your data.

You agree that your use of the website, the services and the app shall be at your sole risk. The website, the services and the app are provided and licensed “as-is” and with all faults accepted. To the fullest extent permitted by law, LPLC its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof, including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. LPLC makes no warranties or representations about the accuracy or completeness of the website’s, service’s or app’s content or the content of any sites linked to this website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content of the website, the services or the app; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, the services or the app; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from our website or servers; (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website by any third party; or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted, or otherwise made available via the website. LPLC does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked website or featured in any banner or other advertising, and LPLC will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

Limitation of liability. In no event shall LPLC, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content of the website, services or app, whether based on warranty, contract, tort, or any other legal theory, and whether or not LPLC is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Website is controlled and offered by LPLC from its facilities in the United States of America. LPLC makes no representations that the Website is appropriate or available for use in other locations. Those

who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**Indemnity.** You agree to defend, indemnify, and hold harmless LPLC its parent company, officers, directors, affiliates, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website, the Services or the App; (ii) your violation of any term of these Terms and Conditions of Use and License; (iii) your violation of any third-party right, including without limitation any copyright, patent, trademark, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions of Use and License and your use of the Website, the Services or the Apps.

**Ability to Accept Terms and Conditions of Use and License.** You affirm that you are either 18 or more years of age on the date at your location at which you click on "I Agree," are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use and License, and to abide by and comply with these Terms and Conditions of Use and License.

**Assignment.** These Terms and Conditions of Use and License, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by LPLC without restriction.

General.

1. You agree that: (i) the Website is to be deemed to be based solely in Idaho, USA; and (ii) the Website is to be deemed a passive website that does not seek to purposefully avail itself of the benefits and privileges of doing business in any state other than Idaho and thus does not give rise to personal jurisdiction over LPLC, its owners, members, officers, directors, employees or agents, either specific or general, in jurisdictions other than Idaho. These Terms and Conditions of Use and License shall be governed by the internal substantive laws of the State of Idaho, without respect to its conflict of laws principles. Any claim or dispute between you and LPLC that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Ada County, Idaho. These Terms and Conditions of Use and License, together with the Privacy Policy at [[Privacy & Cookies Policy - Lee Pesky Learning Center](#)] and any other legal notices published by LPLC on the Website, shall constitute the entire agreement between you and LPLC concerning the Website. If any provision of these Terms and Conditions of Use and License is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use and License, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use and License shall be deemed a further or continuing waiver of such term or any other term, and LPLC's failure to assert any right or provision under these Terms and Conditions of Use and License shall not constitute a waiver of such right or provision.

2. LPLC may amend these Terms and Conditions of Use and License at any time. If you wish to be notified of any changes to these Terms and Conditions of Use and License, you must e-mail us at [info@lplearningcenter.org](mailto:info@lplearningcenter.org), and if your e-mail address changes at any time, you are responsible for notifying us of your new address by sending an e-mail to [www.lplearningcenter.org](http://www.lplearningcenter.org). If you choose not to be notified of any changes to these Terms and Conditions of Use and License by not complying with the preceding e-mail notification requirements, you thereby waive your right to notification and agree that you are responsible for reviewing these Terms and Conditions of Use and License each time you visit this Website. In all cases, your use of the Website following any amendment of these Terms and Conditions of Use and License will signify your assent to and acceptance of its revised terms, even if we fail to send you an e-mail notification. Contacting us via email for the purposes set forth above constitutes your opting-in to receive email communications from us for purposes of the United States can-spam act. You and LPLC agree that any cause of action arising out of or related to the website must commence within one (1) year after the cause of action accrues. otherwise, such cause of action will be permanently waived.

**Entire Agreement.** This Terms and Conditions of Use and License including the documents incorporated herein by reference constitute the entire agreement with respect to the use of the Application licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

**Attorney Fees.** You shall pay on demand all of our reasonable attorney fees and other costs incurred by us to collect any fees or charges due us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment). Moreover, in any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of suit.

**Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

#### Shipping & Returns

1. Online Shopping Terms and Conditions. These terms apply to the ordering, purchase and delivery of Goods or Courses or Courses from the Website or In-Person, and form a contract between you LPLC. These Terms contain important information about the ordering, processing and delivery of Goods or Courses, including limitation of liability.
2. Shipping & Returns Policy. These shipping and return policies govern purchase of physical items via this website, [www.lplearningcenter.org](http://www.lplearningcenter.org) (our "Website"), In-Person, or by Phone. By purchasing products or courses from LPLC in these ways, you accept these policies in full. If you disagree with these policies or any part of these policies, Lee Pesky Learning Center ("LPLC" or "We") discourages you from purchasing products or courses advertised. Purchase of electronic items (apps, online programs, etc.) are not returnable or refundable.
3. Shipping. LPLC uses standard shipping rates and ships via USPS service. For expedited service, fees may apply.
4. Returns & Exchanges

1. Purchase of physical items. If you have changed your mind and you are able to provide satisfactory proof of purchase of a physical item, LPLC may offer you an exchange or refund provided that the merchandise:
  1. is in saleable condition
  2. is unused with all original, sealed packaging and tags attached
  3. is not subject to the exclusions listed below; and
  4. the exchange or refund is sought within a reasonable period of time (in most cases a reasonable period of time is deemed to be 30 days)
  5. If you are unable to provide satisfactory proof of purchase, LPLC at its absolute discretion reserves the right not to offer a refund for change of mind. In such cases, LPLC may provide you in its absolute discretion, an exchange to the current value of the merchandise. LPLC is not required to provide you with a copy of your original receipt to facilitate an exchange or refund.
2. Purchase of in-person or online course. For in-person classes, a full refund will be issued if cancelled 2 weeks before the class start date. A 50% refund will be issued if cancelled 3-14 days before the class start date. For online courses, a full refund will be issued if cancelled prior to the course materials being mailed or the email course invitation is sent. If you withdraw after course materials have been mailed or the email invitation was sent, a financial credit for the registration fee will be applied to your account which must be used within one year.
3. Proof of Purchase. Returns, refunds, exchanges or repair requests must be accompanied by any one of the following proof of purchase documents:
  1. Original print receipt (an electronic or photograph will be accepted)
  2. Online payment confirmation
  3. Financial statement (i.e bank statement, credit card statement)
4. Return Tender. Refunds for all purchases made through LPLC will be given using your original payment method (online purchases will automatically be refunded to the account used to pay) except in the following circumstance:
  1. Where a credit or debit card was used to make the purchase, the cardholder and the same card must also be present, otherwise an LPLC credit will be issued
  2. Where cash or check was used to make the purchase, the buyer must return to LPLC for refund at 3324 Elder Street, Boise, Idaho, 83705
5. Privacy When Making a Return. LPLC is committed to protecting your privacy. You may be asked to present photo identification so that we can record your name, identification type, identification number and expiry date and verify your signature. Acceptable identification

must also include your full name with a future expiry date. For example, Driver's License or Passport.

1. Information collected will be securely stored for a reasonable period of time. It may be used for fraud protection activities. It may be disclosed to state and territory departments upon request, as required by law. If you wish to access your information held by LPLC in relation to returns, please contact our Director of Finance and Operations at (208) 333-0008.
5. Compliance with Terms. You will be bound by these Terms each time you submit an Order. Each Order you place will be a separate contract between you and LPLC for the supply of Goods or Courses.
  6. Placing Orders for Goods or Courses. You acknowledge that all Goods or Courses purchased under these Terms are intended for personal non-commercial use only and will not be re-sold.
    1. From time to time, LPLC restricts the quantity of Goods or Courses which can be purchased in one Order or during a particular period of time or per person or per address. Any quantity restrictions will be stated on the product page, or in materials about the relevant promotion, or otherwise advised to you.
    2. LPLC will not be liable to you for loss you or any third party suffers for a delay or failure to process your Order or deliver Goods or Courses due to inaccurate or incomplete details provided in an Order.
    3. You agree to obtain consent to provide LPLC with Personal Information of recipients of gifts or Goods or Courses Ordered by you.
    4. You may Order from LPLC if you are aged 13 years and have an active email account or a telephone number at which you can be contacted.
    5. If you place consecutive or separate Orders, we cannot consolidate your Orders. A separate Delivery Fee, if applicable, will apply to each Order. Subject to any applicable quantity restrictions, you can order as many Goods or Courses as you wish in one Order.
    6. LPLC reserves the right to accept or reject your Order for any reason at any time. If LPLC rejects your Order you will receive a refund of any money paid.
    7. Your Order becomes a sale when your Order is dispatched and LPLC has issued a receipt.
  7. Availability of Goods or Courses. From time to time, some Goods or Courses may be out of stock or are unavailable and we may not be able to fulfil all or part of your Order. If this happens, we will refund you the price paid for the Goods or Courses impacted.
    1. We may withdraw or suspend from sale any Good displayed on the Website, either temporarily or permanently, at any time. LPLC will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Good.

2. Where a Good, which is the subject of an Order, has been withdrawn or suspended from sale and your payment for the Good has already been processed, we will refund any money paid to LPLC.
3. LPLC reserves the right not to honor any incorrect offers represented on the Website made by genuine human or system error. Where your Order is affected by an error on the Website (for example, in a description, an image, price or otherwise), we will reject that part of the Order affected by the error. You will be refunded the value of that part of your Order affected by the error and LPLC will fulfil the remainder of your Order. If you are not satisfied with the partial fulfilment of your Order, you can return your Order to us under the Shipping & Returns Policy.
4. If your Order is affected by a genuine error (including in a description, an image or a Price), we reserve the right to cancel your Order and refund any money paid to us.
5. You acknowledge and agree that:
  1. all pictures and images of Goods or Courses displayed are for illustrative purposes only;
  2. any accessory featured with the Goods or Courses is for illustrative purposes only, and may be sold separately; and
  3. where we provide dimensions and measurements in the description of a Good, the dimensions may vary slightly in real life, and it is your responsibility to ensure that the actual size of each Good is suitable for your purpose prior to submitting your Order (including whether there is appropriate and safe access to your Delivery Address for delivery of the Good).
8. Price and payment. When you place an Order, we will charge you and you agree to pay the Price and any applicable Delivery Fee.
  1. All Prices are in US Dollars but do not include sales tax.
  2. LPLC reserves the right to change or alter Prices without notice to you. If you have already submitted an Order at a particular Price, we will supply your Goods or Courses at that Price (unless your Order is affected by a pricing error, in which case clause 3.4 will apply).
  3. Payment methods are specified on the Website or explained by the consultant at the time you place your Order. They may include cash, check, debit card, or credit card. Cash or check cannot be used for Orders placed through the Website or Phone.
  4. Any payment for an Order must be cleared by LPLC before Goods or Courses are dispatched. If your payment cannot be processed, your Order will be rejected and you will be notified of this on the Website. If a credit card payment cannot be processed you should contact your card issuer to try to resolve the problem or use an alternative payment method in order to continue with your Order.

5. In paying or attempting to pay for Goods or Courses, you agree that you have not engaged in any fraudulent conduct or contravened any Law.
6. Lay-away is not available for Orders.
9. Order cancellations and returns. Unless provided for under these Terms or as otherwise agreed by LPLC, no cancellations or changes to Orders will be accepted, and the Goods or Courses will be delivered to the Delivery Address in an Order. You should carefully check that your Order is accurate before you submit it. You will, however, be able to return Goods or Courses under the Shipping & Returns Policy.
  1. If we cannot contact you about your Order using the contact details you provided in the Order, after having made reasonable attempts to contact you, we will cancel your Order and refund any money paid.
  2. Delivery Fees will not be refunded if you return Goods or Courses for change of mind or made an incorrect selection.
10. Goods or Courses can only be returned in accordance with these Terms and the Shipping & Returns Policy. The Shipping & Returns Policy forms a part of these Terms.
  1. LPLC will process any refunds within a reasonable time of agreeing to do so.
  2. If the original payment was made:
    1. on a credit card, refunds will be processed on the same card as the original payment was made.
    2. by cash or check, refunds must be processed in-person at LPLC at 3324 Elder Street, Boise, Idaho, 83705 in order to receive full refund.
11. Product Recalls. If a Good is subject to a product recall, a notice will be posted on the Website. You can return recalled Goods or Courses as instructed in the Product Recall notice.
  1. You consent to us contacting you or the gift recipient, using the personal information provided on your Order, to notify you of a product recall by telephone, email, SMS, MMS or mail.
12. Privacy. Personal Information, which you provide to us during the Order, including contact details, will be kept, used and disclosed by us in accordance with LPLC's Privacy Policy for the purpose of processing and delivering your Order. See LPLC's Privacy Policy for further information on how to access or update your Personal Information.
  1. We may also collect (even if you do not register to the Website), and our third-party providers of advertisements and content may collect, location and other information such as the URL or advertisement you came from or linked to, IP address, browser type, pages you visited from the Website etc.

2. Unless otherwise indicated at the time you placed your Order, LPLC may send you marketing information if you have placed an Order on the Website
3. If you wish to change or update your online account information (including your email address, password or communication preferences), simply login to your account. Alternatively you may contact our Director of Finance and Operations at (208) 333-0008.
4. LPLC reserves the right to conduct and implement fraud detection processes, including without limitation to validating your credit card details.

13. Risk & Liability. Risk and title in the Goods or Courses passes to you on the date and time of delivery of the Goods or Courses by the Delivery Agent or when collected In-Person.

1. LPLC excludes to the fullest extent possible under Law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms.
2. You represent and warrant to LPLC that LPLC will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with these Terms.
3. Our liability to you for loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

14. Termination. We may, at our discretion, terminate the agreement for the supply of Goods or Courses to you:

1. for convenience, at any time, on giving notice to you; or
2. immediately if LPLC reasonably believes that you have breached these Terms and:
3. that the breach is not capable of remedy; or
4. if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).