

## WESTCOAST CONNECTION - PRE-COLLEGE ONLINE ACADEMY

### TERMS & CONDITIONS OF ENROLLMENT

(Hereinafter referred to as "Terms & Conditions")

Westcoast Connection Travel Camp USA Inc.

Westcoast Connection Travel Camp Inc.

(Hereinafter referred to as "WCC")

**Application Process.** Upon receipt of the application form and payment, WCC will confirm enrollment by email.

**Tuition and Terms of Payment.** All tuition is due upon enrollment. Course changes are available until 14 days prior to the course start date and subject to a \$50 administrative fee.

**Cancellation.** All tuition is fully refundable until April 1, 50 % refundable for cancellation prior to June 1 and nonrefundable after June 1.

**Course Acceptance.** WCC reserves the right to limit enrollment for each course. STUDENTS are expected to review and comply with the "Student & Parent Expectations Agreement" outlining the online attendance and protocols at the time of enrollment. WCC reserves the right to dismiss any STUDENT from the course that the instructor believes, in their discretion, is disruptive, or otherwise conducts him or herself in a manner detrimental to the course without refund. WCC does not discriminate in their admissions policies on the basis of race, color, gender, religion, national or ethnic origin, sexual orientation, age or disability.

**Course & Third Party Content.** WCC offers all course content in cooperation with third party instructors and institutions. WCC reserves the right to cancel or change the course syllabus. WCC is not responsible for costs incurred by STUDENTS in preparing for a course that is canceled. Through the course content, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. WCC cannot guarantee that such third party content, in the course content or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. WCC disclaims any responsibility or liability related to your access or use of, or inability to access and use, such third party content.

**Limited Use of Content.** WCC grants STUDENT a limited, personal, non-exclusive, non-transferable, and revocable license to attend and participate in the online courses purchased solely for the purpose of STUDENT'S own education and for no commercial use. You have no ownership of any intellectual property rights in our course or the content you access. You may not download, reproduce, distribute, sell, lease or otherwise provide access to the WCC educational content to any third party without WCC's written authorization.

**Instructors.** WCC contracts with individuals or organizations that are independent contractors (not our employees or agents) to provide online courses. Although WCC made efforts to locate responsible providers, WCC does not supervise or control these independent contractors and are not legally liable or responsible for their conduct.

**Technology & Security.** STUDENTS should ensure they have access to a reliable internet connection with security features such as password and antivirus or similar software. STUDENTS must have a computer capable of running the latest online video conferencing software with a webcam and/or video camera. We care about the security of our STUDENTS. While we work to protect the security of your account and related information, WCC cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account by emailing [info@westcoastconnection.com](mailto:info@westcoastconnection.com). WCC and its representatives are not responsible for any unauthorized computer use.

**Permission.** I authorize WCC and its representatives to take and/or use my or my child's photo, video recording or testimonial in any manner it desires, for advertising, display, publicity or other use without compensation.

**Privacy.** WCC is committed to your privacy and will never sell or rent your personal information to a third-party. By submitting this application form, you agree to the full details of our Privacy Policy available at <https://www.westcoastconnection.com/privacy-policy/>.

**Limitation of Liability.** To the maximum extent permitted by law, WCC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, for any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any party other than the applicable WCC party, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorized access, use, or alteration of your content or information. In no event shall WCC's aggregate liability for all claims related to the services exceed twenty US dollars (\$20).

**Confirmation of Authority.** I confirm that I am the parent/guardian of the STUDENT and confirm that I agree to these Terms & Conditions on behalf of myself, of any other parent/guardian, and on behalf of STUDENT. I confirm that no additional signature is required by another parent/guardian and that should any other parent/guardian need to execute a copy of this release I will contact [info@westcoastconnection.com](mailto:info@westcoastconnection.com) prior to submitting this release requesting that a copy of this form be sent to that individual for execution.

**Completion, permission to participate and applicable law and venue.** I have accurately completed this Application and have read, understand and agree to the Terms & Conditions outlined above. I give permission for my child to participate in all WCC course activities or projects whether conducted by WCC or WCC's outside contractors.

- **USA and non-Canadian residents:** I agree that this Application and all other aspects of my and my child's relationship with WCC will be governed by New York state law, and that any dispute must be filed or entered into only in Westchester County, New York.
- **Canadian residents:** I agree that this Application and all other aspects of my and my child's relationship with WCC will be governed by the laws of Quebec, and that a suit or dispute must be filed or entered into only in Montreal, Quebec. This application shall be binding upon WCC only when a letter of confirmation is returned to me. I confirm my agreement that this application and all related documents be drafted in English. Je confirme ma demande que cette demande ainsi que toute documents s'y rapportant soient rédigés en Anglais.

This Application shall be binding upon WCC only when an email of confirmation is returned to me.

**Notice for California Users.** Under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.