

Membership Agreement

This Membership Agreement (the Agreement) is effective May 18, 2020 by and between the Powered By Pogo DBA Pogo-Preschool On The Go llc, hereinafter referred to as Community, accessed via www.poweredbypogo.com with a business address of PO BOX 91094, HENDERSON, Nevada 89009, and all current and future members of Powered By Pogo DBA Pogo-Preschool On The Go llc hereinafter referred to as "Member".

By accessing, browsing or using the www.poweredbypogo.com website or by selecting I Accept during the membership registration, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

1. Nature of the Service

The Community is a social network facilitating the exchange of personal information between people. This socialization shall include reading the profile pages of other members and possibly even contacting them. The Community provides to its members benefits such as but not exclusive to: Teaching. The Community works like an online community of internet users.

2. User Registration and Information

Member shall fill in the correct information requested in the User Registration form on the site. Member shall be required to promptly update the User Information on the site. Member shall select a username and password during the User Registration process. Member shall be responsible for: a) all use of the Site made by the Members username and password, and b) maintaining the confidentiality of the Members username and password.

3. Content

The Content includes messages and other materials posted to forums, groups, or other locations on the Site by the members of the Community. Member of the Community is deemed to grant the Community the nonexclusive right to post, display, copy, and modify the Content in connection with the operation of the Site and the Community's business. Further, the Member is deemed to grant the Community the nonexclusive right to post, display, copy, and sell the Content within the limitations set by the Member during the online publishing process. Member is also deemed to authorize the Community to disclose his/her personal data when the Member includes such personal data in the content.

4. Release

If the Member has a dispute with one or more other Members, the Member shall release the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

5. Privacy

Community shall not sell or rent Members personal information to third parties without Members

explicit consent. Community shall store and process Members information on computers located in the United States that are protected by physical as well as technological security devices. However, the Community shall be permitted to access and modify Members information.

6. Indemnity

Member shall indemnify and hold the Community (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Members breach of this Agreement, or Members violation of any law or the rights of a third party.

7. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

8. Terminating Membership

Member shall choose to retire or delete the published content from the Community's site and it shall be no longer available or visible to other visitors. Terms regarding the status of the uploaded content shall remain applicable when the Member chooses to terminate the membership. Contents posted to the site, other than the published content, shall not be deleted or retired as a result of the Members termination.

9. Governing Law

This Agreement shall be construed under and governed in accordance with the laws of the Nevada.

10. Arbitration.

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

11. Limitation of Liability

Member shall not hold Community responsible for other user Members content, actions or inactions.

12. Refunds & Cancellations

1 week written notice is required for a full refund of classes. No refund will be issued for requests less than 7 days. No refunds will be issued for daily cancellations. Please email info@poweredbypogo.com to notify your Instructor.

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