

Terms and Conditions

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www.poweredbypogo.com is a blog, forum, online discussions, social networking, news, information, e-commerce, surveys, questionnaires Site.

POWERED BY POGO DBA POGO-Preschool On The Go llc is an Early Childhood Resource Center providing virtual classes teaching them to children and families of all ages. We also offer learning materials for purchase (e-commerce). Other services include receiving and giving of social information to better develop the knowledge base of families.

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Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Powered By Pogo DBA Pogo-Preschool On The Go llc is not responsible for third party access to your account that results from theft or misappropriation of your account. Powered By Pogo DBA Pogo-Preschool On The Go llc and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Powered By Pogo DBA Pogo-Preschool On The Go llc collects personally identifiable information from children under the age of thirteen. Powered By Pogo DBA Pogo-Preschool On

The Go llc collects this information for the following reason(s):

Teaching

If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Agreement. If you are under 18, you may use www.poweredbypogo.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Do to preparation purposes, Powered By Pogo DBA POGO-Preschool On The go llc requires 1 week written notice for requests of refund. Class cancellations by the day will not be refunded.

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By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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The Service is controlled, operated and administered by Powered By Pogo DBA Pogo-Preschool On The Go llc from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Powered By Pogo DBA Pogo-Preschool On The Go llc Content accessed through www.poweredbypogo.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

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You agree to indemnify, defend and hold harmless Powered By Pogo DBA Pogo-Preschool On The Go llc, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Powered By Pogo DBA Pogo-Preschool On The Go llc reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Powered By Pogo DBA Pogo-Preschool On The Go llc in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Powered By Pogo DBA Pogo-Preschool On The Go llc agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Powered By Pogo DBA Pogo-Preschool On The Go llc with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Powered By Pogo DBA Pogo-Preschool On The Go llc with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

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Powered By Pogo DBA Pogo-Preschool On The Go llc reserves the right, in its sole discretion, to change the Terms under which www.poweredbypogo.com is offered. The most current version of the Terms will supersede all previous versions. Powered By Pogo DBA Pogo-Preschool On The Go llc encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Powered By Pogo DBA Pogo-Preschool On The Go llc welcomes your questions or comments regarding the Terms:

Powered By Pogo DBA Pogo-Preschool On The Go llc
PO BOX 91094
Henderson, Nevada 89009

Email Address:
Info@poweredbypogo.com

Telephone number:
7026831331

Effective as of May 18, 2020