



Terms and Conditions of Spelling Success LLC Online Game(s)

By accessing and using Spelling Success LLC online game(s), you accept and agree to the Terms and Conditions listed below in this agreement. In addition, when using our online game(s), you shall be subject to any posted guidelines or rules applicable to our online game(s). Any participation in this online game will constitute acceptance of these Terms and Conditions.

This agreement governs the Terms and Conditions by which customers of Spelling Success LLC obtain the right to use the online game content of Spelling Success LLC by purchasing through our website located at www.SpellingSuccess.com

Yes, I agree to these Terms and Conditions

School/Tutoring Center Name: _____

Organization's Email Address: _____

Signature

Date

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the SpellingSuccess.com website or online game(s) (the "Service") operated by Spelling Success LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

1. Online Terms

Your purchase of the Spelling Success LLC Online Game(s) constitutes our granting to you a non-exclusive, non-sub licensable, non-transferable license to access the online game(s) for the purpose of your own personal use and reference. Spelling Success LLC has the sole ownership and copyrights to this online game(s). The game(s) shall not be sold, reproduced, or copied under any circumstances.

2. Permitted Uses

Only one user is allowed per email address. By agreeing to these Terms and Conditions, you agree that you will not share, distribute, or sell your username and password to others. Also, you shall not copy, resell, rent out, share, or otherwise distribute any of our products, whether modified or not, to any third party. You agree not to use any of our products in a way which might be detrimental to us or damage our reputation.

3. Terms of Agreement

IN NO EVENT SHALL SPELLING SUCCESS LLC, ITS AFFILIATED ENTITIES OR THEIR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OF THE ONLINE GAME, CONTENT, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE PROGRAM SERVICE.

4. Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services, such as Square, for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

5. Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Spelling Success LLC and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Spelling Success LLC.

6. Links to Other Websites

Our Service may contain links to third party websites or services that are not owned or controlled by Spelling Success LLC.

Spelling Success LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

6. Links to Other Websites – continued...

You acknowledge and agree that Spelling Success LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

7. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

8. Governing Law

These Terms shall be governed and construed in accordance with the laws of Minnesota, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

9. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is made in materials, we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

10. Contacting Us

If you have any questions about these Terms and Conditions, please contact us. We can be reached at Info@SpellingSuccess.com or by calling (320) 291-8411. Spelling Success LLC, 10095 95th Ave NE, Foley MN 56329