

TERMS OF USE

Smart At It Academy

The Smart At It LLC, a Nevada corporation ("Smart At It," "we," "us," and "our") and you ("You" or "Your"), or the entity on whose behalf you are accepting these conditions, have agreed to these SMART AT IT ACADEMY LLC WEBSITE TERMS OF USE (these "Terms"). These terms apply to the Smart At It Academy website, which can be found at www.smartatitpreschool.com, www.hrtradio.com, and www.smartatitacademy.com, as well as to all other relevant websites, mobile websites, tools, applications, and platforms (collectively, the "Website"). The online portal ("My Account") that can be accessed through the Smart At It Academy is likewise subject to these terms. We'll refer to everyone who uses the Website, including you and other people or companies, as "Users." PLEASE CAREFULLY READ THESE TERMS. YOU AGREE THAT YOU HAVE read the terms and agree to be bound by them by accessing or using the website in any other way. Any individual or organization who engages with the Website, whether manually, automatically, through a third party, or in any other way, is referred to as a User. These Terms supersede any oral or written proposal, quote, or other communication between you and Smart At It Academy regarding your access to and use of the Website, unless you have entered into a separate written agreement with Smart At It Academy regarding the Website. Unless you have done so, these Terms represent the entire and only agreement between TERMS OR DO NOT meet THE

REQUIREMENTS ARE INCLUDED IN THESE TERMS.

Definitions. The definitions of words and phrases used in these Terms are provided in these Terms, or, if not, they have their plain English meaning as it is typically understood in the United States.

Term. These terms are agreed to as of the "Effective Date," or the first time you access or use the website, and they remain in effect until terminated in accordance with these terms.

Modifications. We retain the right to make changes to the Website and these Terms at any time, either by posting the changes on the Website or by giving you the required notice in these Terms. Any changes will take effect 24 hours after they are posted on the website or delivered in another manner. If you do not agree to any changes, you must stop using the Website or terminate these Terms immediately. However, by continuing to use the Website, for the purposes of these Terms, the "Website" will include all updates, upgrades, new versions, and new releases. you will be deemed to have accepted any and all changes.

Age Qualification. The Website is designed to be used by Users (such as Parents or Guardians) who are at least 18 years old while collaborating and working with Users (such as Children) who are under the age of 13. For more information on how we safeguard the personal data of children under the age of 13, please see our Privacy Policy. Children must have a parent or guardian's permission to use our website. We caution parents or guardians who allow their kids to use our website that it's crucial for them to talk to their kids about staying safe online because moderation is not always effective. It is important to inform kids who use our website about any dangers they might be exposed to. We urge parents and guardians to teach their children about safe internet use habits. Children under the age of 13 are strongly advised to contact their parents for permission before giving any information about themselves to anyone online.

Access. We will only allow you to access and use the Website for legal reasons and only in line with these Terms, subject to your compliance with these Terms.

Use of the website that is illegal or prohibited. The Website may only be used in compliance with these Terms and for legitimate reasons. As a condition of using the Website, you guarantee to us that you won't use it for any illegal or forbidden purposes as set forth in these Terms. You will not, either on your own behalf or on behalf of any third party:

Download, copy, or transmit any content for the benefit of any third party;

Make any commercial use of the website other than to facilitate any transactions you carry out through the website;

Falsely state or otherwise misrepresent your identity or association with any person or entity in connection with the Website, impersonate another person or entity, or infer or expressly declare that we support any remark you make;

Use the website to engage in fraudulent activity; to threaten, stalk, harass, or otherwise infringe against the legal rights of others, including their right to privacy or right to publicity.

Transactions.

Among Us. You have the option to purchase our items (referred to as "Products") through the Website. Any fees associated with the Products that you buy must be paid to us by you. It should be noted that Smart At It Academy will not be liable for any missed or late payments; instead, each person is responsible for the money they send to the academy through any mail services. The sender of the payment shall be liable for any fees incurred if any payments are lost in the mail system.

Transaction Information:

Information about transactions. You may be required to provide certain information relevant to your Transaction if you wish to purchase any Products offered through the Website (each such purchase is referred to as a "Transaction"). This information may include, without limitation, details regarding your payment method (such as your payment card number and expiration date), your billing address, and your shipping details (collectively, "Transaction Information"). You guarantee and represent that any transaction information used in conjunction with any transaction is yours to use legally. By giving us the details of a Transaction, you give us permission to share such details with third parties in order to facilitate the completion of Transactions that you or someone acting on your behalf has started.

Products. All product details, including features, specs, pictures, and prices, are subject to change at any time without prior notice. Any products listed on the website are not guaranteed to be available by their listing, which is neither an assumption nor a warranty. In relation to the acquisition, possession, use, and sale of any item, it is your responsibility to establish and abide by all relevant local, state, federal, and international laws. By engaging in a Transaction, you guarantee that the item you purchase will only be used lawfully. We reserve the right to do any or all of the following, with or without prior notice: (a) restrict the quantity of any Product that is available; (b) stop honoring any coupon, coupon code, promotional code, or other promotion; (c) prevent you from making or completing any or all Transaction(s); and (d) refuse to give you any Product.

Payment. At the price(s) then in effect for the ordered Products, you agree to pay us all Transaction charges that may be incurred by you or on your behalf through the Website. You will also continue to be liable for any taxes that might be owed on your Transactions. Upon completion of the relevant Transaction, you will use a credit card to pay us for all such Transaction charges.



Website and Content from Third Parties
Unaffiliated Content Other Users of the Website also contribute content. It's possible for other users to publish information that is false, misleading, or deceptive. Any advice, information, opinions, or statements provided by third parties are not supported by us, and we are not accountable for them. You run the risk of it being false, misleading, or deceptive if you rely on third-party content. The views expressed by third parties may not represent our views and instead only represent the views of the people who submitted them.

Unaffiliated Website. Through the Website, we may give you the option to access websites created, offered, or managed by third-party service providers ("Third-Party Website"). The Website may integrate with, draw content from, or have content added by third-party websites. Any additional agreement you might consent to before being granted access to a Third-Party Website (each, a "Third-Party Service Agreement") is also a condition of your access to and use of that Third-Party Website. In addition to these Provisions, the terms of any Third-Party Service Agreement that is in effect will apply to the relevant Third-Party Website, but not to any other Website you may access.

Links to Websites Owned by Others. The Website might have links and other interactive features that allow users to interact with other people's websites. Any such third-party website's operation, actions, inactions, settings, privacy policies, conditions, or content are not our responsibility and are not subject to our liability. We strongly advise that you examine and comprehend the terms and conditions, privacy policies, and settings of each such third-party website before permitting any sharing functionalities of the Website to communicate with any such third-party website or otherwise visiting any such third-party website. The Website's interactive features and links to thirdparty websites do not imply that we support those third-party websites.

WE MAY APPROVE OR DISAPPROVE OF EXTERNAL WEBSITES LINKING TO THE WEBSITE, AND IN OUR SOLE DISCRETION, WE MAY PROHIBIT ANY LINKS TO OR FROM THE WEBSITE. AT YOUR OWN RISK, YOU USE THIRD-PARTY WEBSITES.

Customer Support To discuss customer service issues, we or our representatives may contact, text, or email you at the phone number and/or email address you supply. Your contact information will only be used by us in ways that are consistent with our privacy policies (linked below).

Termination. If you violate these Terms or for any other reason, we may, to the extent allowed and in accordance with applicable law, immediately cancel your access to the Website or Your Account. By ceasing to access the Website and destroying any Materials you have been given permission to download from the Website, you may end these Terms at any time.

Suspension. Without limiting our ability to terminate these Terms, we may also suspend your use of your Account and the Website, with or without prior notice to you, in the event of any actual, threatened, or suspected violation of these Terms or a relevant law, as well as any other conduct that we deem inappropriate or harmful to Smart at It Academy, the Website, other Users, or third parties.

Accounts. You might need to create an account (an "Account") before accessing the Website, in particular My Account. Your request for an Account may be approved or disapproved at our sole discretion. Each Account, along with its unique user name and password (the "Account ID"), are private in nature. You won't lend, sell, or otherwise give away your Account or Account ID, nor will you grant a third party access to it. For every usage of the Website made through your Account, you alone are liable. Your Account ID will be kept secure and secret, and you are responsible for immediately notifying us if any Account IDs are misplaced, stolen, or otherwise compromised.

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(2) use the Technology unlawfully or in any other way that could overload, disable, or otherwise harm it; (3) use automated scripts to gather data from or otherwise interact with the Technology; (4) change, modify, reproduce, or create derivative works of the Technology; or (5) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available to any third party any of your rights to access or use the technology; (6) attempt to reverse engineer, disassemble, or otherwise derive the technology's method of operation; (7) attempt to get around or get around any technological protection measures intended to restrict access to any portion of the technology; and (8) monitor the availability of the technology. Although we take reasonable precautions to keep the Website secure, you realize that no security measure can be 100% effective on the internet and that Your Content may be exposed as a result.

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Warranties and Representations. You hereby represent and warrant to us that you have the legal capacity and authority to enter into these Terms; that you have the legal capacity and authority to perform your obligations under these Terms and to grant the rights and licenses described in these Terms; and that your access to, and use of, the Website and Your Content will be in compliance with all applicable laws, rules, regulations, and third-party rights.

Indemnity. By signing forms, you agree to hold us, our officers, directors, members, managers, shareholders, affiliates, employees, agents, contractors, Users, customers, providers, licensees, successors-in-interest, and assigns ("Indemnified Parties") harmless from any and all claims, suits, demands, actions, losses, liabilities, damages,

judgments, settlements, fines, penalties, fees, expenses, and costs (including attorneys' fees and court costs) resulting from any man-made or natural disaster Any such indemnifiable claim or accusation will be disclosed to you, and we reserve the right to take part in its defense at our own expense.

Data protection. The Smart At It Academy Privacy Policy governs the collection of all data on this website (link to privacy policy). By using this website, you agree to our use of your information in accordance with the Privacy Policy and to all actions made by us with respect to that information. Regardless of what is stated in the Privacy Policy, we shall be allowed to gather, extract, compile, synthesize, and analyze non-personally identifiable data or information that comes from your use of the Services and access to them. If we do collect or create any such non-personally identifiable data or information, it will be our exclusive property and we are free to use it for any lawful business purpose without having to account to you, so long as it is only used in aggregate form and does not directly attribute its source to you, another entity, or a natural person.

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Any feedback you give Smart At It Academy will be treated as non-confidential and non-proprietary. You acknowledge that any information or ideas that you regard to be private or secret will not be provided to Smart At It Academy.



Arbitration is an exception. You acknowledge that we may seek emergency, preliminary, or another appropriate interim remedy in the federal or state courts situated in the United States if we have a good faith belief that you have violated or threatened to violate our IPR.

Rule of Law and Place. Without regard to principles of conflict of law, the laws of the State of Nevada in the United States shall govern in all respects the interpretation of the rights and obligations of the parties under these Terms, including, to the extent applicable, any negotiations, arbitrations, or other proceedings hereunder. The parties hereby reject the applicability of the United Nations Convention on Contracts for the International Sale of Goods, which shall not apply to these Terms. Each party will bring any action or proceeding arising from or pertaining to these Terms only in Nevada, subject to the arbitration clause of these Terms, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action.

The arbitrator shall have the authority to award any remedy available at law or in equity and shall apply the governing law specified in these Terms to any such arbitration; provided, however, that the arbitrator shall not have the authority to amend these Terms or grant any relief not provided for in these Terms or beyond the relief provided for in these Terms. All claims, counterclaims, problems, or accountings made or pleaded to the arbitrator shall be resolved solely by the arbitrator's award. The non-prevailing party must pay the substantially prevailing party's costs, fees, and expenditures (including reasonable attorneys' fees) in accordance with the arbitrator's decision. Any court or governmental entity with jurisdiction over the matter may enter judgment on the award. The party that opposes the award's enforcement may be held liable for any additional charges, fees, or expenses paid in doing so.



Disputes.

Concession to Arbitration. All disputes, controversies, or claims arising under, out of, or relating to these Terms, including (a) the formation, validity, binding effect, interpretation, performance, breach, or termination of these Terms; (b) the arbitrability of the issues submitted to arbitration hereunder; and (c) noncontractual claims relating to these Terms (each, a "Dispute"), will be resolved by discussion between the parties unless otherwise specified in these Terms. Except as otherwise specified in these Terms, either party may submit a dispute for binding arbitration under the rules of the American Arbitration Association if negotiations between the parties are unable to resolve it within 15 days of receiving notice of the dispute from the other party. By submitting a request for arbitration in accordance with the Rules, either party may start the arbitration process. A single impartial arbitrator will be chosen in accordance with the Rules to preside over the arbitration. The arbitration will take place in English at a location we choose in United States.

Notices. Any notice made to us shall be regarded given when received by us. If you get notice, it will be deemed received 24 hours after being posted to the website or sent through email, unless we receive notification that the email address is invalid.

Restrictions on Liability Even if we have been informed of the possibility of such damages, WE WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ARISING IN CONNECTION WITH, OR OUT OF THE USE OF, THE MATERIALS, INCLUDING WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, RE EVEN IN CONTRACT, TORT, OR OTHERWISE, OUR TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS AND ALL MATERIALS SHALL NOT EXCEED \$100.

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to the extent permitted by law, most nearly approximates the original intent and economic effect of the original. The phrases "including," "includes," and "including" all mean, "without limitation," depending on which one you use. The parties to this agreement are independent parties and are not each other's agents, employees, employers, or partners in a joint venture. As such, no party hereto acquires any power or authority to bind or enter into any obligation on the other's behalf.

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General

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Mobile Terms and Conditions Effective 1/1/2019

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Mobile SMS

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