

Schoodles Downloadable Digital Products and Membership Terms and Conditions of Use

1.0 Introduction

These terms and conditions set out the terms and conditions between you, the customer, and Schoodles Partnership (“us”, “we”), governing the use of our website and our downloadable digital products and our recordings including the content therein (the “products”). Your use of our website, and purchase, download and use of our products, constitutes your full acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should not use our website or purchase, download or use any of our products.

If you own a Schoodles membership, you **MAY** download, print copies and/or distribute PDF materials (printed or electronically **via email or uploaded to a secure platform assigned to a student/client**). This distribution is for your professional, non-commercial use, and training purposes to parents/families of students you provide service to, provided that you keep intact all copyright and other proprietary notices.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website and update the "Last Updated" date to reflect the date of the changes. If we make a material change to the Terms of Service, we will not enforce the material change retroactively unless we notify you by posting a prominent notice of the change on the home or landing page of the Site or otherwise notify you of the changes so you may elect whether to accept the changes by continuing to use the Site or terminate your account. By continuing to use the Site after we post any such changes or notify you of any material changes, you accept the Terms of Service, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

2.0 License and Use

Your purchase of one of our products constitutes our granting to you of a non-exclusive, non-sublicensable, non-transferable license to download and access that product for the purpose of your own professional use and reference. You agree that under no circumstances shall you use, or permit to be used, any product other than for the aforesaid purpose. For the avoidance of doubt, you shall **NOT** copy, re-sell, sublicense, rent out, share or otherwise distribute any of our products, whether modified or not, to any third party.*** You may **NOT upload or share resources to a school website** or agency/clinic platform to share with multiple families or therapists. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account.

Memberships are currently transferrable within an organization should a therapist resign or retire. Memberships will be paused until a new therapist is assigned.

Memberships will be transferred by us (Schoodles Partnership) only. There are currently no renewal fees or transfer fees. You agree not to use any of our products in a way which might be detrimental to us or damage our reputation.

3.0 Intellectual Property

The products, whether modified or not, and all intellectual property and copyright contained therein, are and shall at all times remain our sole and exclusive property. You agree that under no circumstances, whether the product has been modified or not, shall you have or attempt to claim ownership of any intellectual property rights or copyright in the product.

4.0 Refunds and Chargebacks

Once a digital product has been purchased by you, no right of cancellation or refund exists under the Consumer Protection (Distance Selling) Regulations 2000 due to the electronic nature of our products. Any refunds shall be at our sole and absolute discretion. You agree that under no circumstances whatsoever shall you initiate any chargebacks via your payment provider. You agree that any payments made by you for any of our products are final and may not be charged back. We reserve the right to alter any of our prices from time to time.

5.0 Warranties and Liability

We make every effort to ensure that our products are accurate, authoritative, and fit for the use of our customers. However, we take no responsibility whatsoever for the suitability of the product, and we provide no warranties as to the function or use of the product, whether express, implied, or statutory, including without limitation any warranties of merchantability or fitness for a particular purpose. You agree to indemnify us against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of your breach of these terms and conditions. Furthermore, we shall not be liable to you or any party for consequential, indirect, special, or exemplary damages including but not limited to damages for loss of profits, business, or anticipated benefits whether arising under tort, contract, negligence, or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

6.0 General

These terms and conditions constitute the entire agreement and understanding between you and us for the supply of downloadable digital products, and use of our website, and shall supersede any prior agreements whether made in writing, orally, implied, or otherwise. The failure by us to exercise or enforce any right(s) under these terms and conditions shall not be deemed to be a waiver of any such right(s) or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. You agree that failure to abide by these terms may result in the **removal of your name, your account, your business account, and/or your school district's account** from our platform.

The unenforceability of any single provision within these terms and conditions shall not affect any other provision hereof. These terms and conditions, your acceptance thereof, and our relationship with you shall be governed by and construed in accordance with US law, and both us and you irrevocably submit to the exclusive jurisdiction of the US courts over any claim, dispute or matter arising under or in connection with these terms and conditions or our relationship with you.

Contacting Us

Please do not hesitate to contact us regarding any matter relating to this Downloadable Digital Products Terms and Conditions of Sale Policy via email to Marie Schoodles Partnership 14867 130th St Ln N Stillwater, MN 55082.