



Please read and initial at the end of this document to acknowledge the terms and conditions of use. Submit using the button below the form, or email form to jruiz@insl.org

Terms & Conditions

Last Updated: September 24, 2020

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY VISITING INSL.ORG OR INTERNATIONAL STEM LEAGUE (INSL).ORG, YOU HEREBY CONSENT TO THE FOLLOWING TERMS AND CONDITIONS.

OVERVIEW

The terms “we,” “us,” and “our” refer to InterNational STEM League (iNSL). As used herein, InterNational STEM League (iNSL) shall include their respective affiliates and agents. The term the “Site” refers to marketingsolved.com. The terms “user,” “you,” and “your” refer to site visitors, customers, members and any other users of the Site. These Terms and Conditions apply to you and all Site visitors, customers, and all other users of the Site (whether accessed through a computer, mobile device, or mobile application. These Terms and Conditions establish the legally binding terms which apply to your use of the Site or Service. By accessing the Site or Service, you acknowledge reading and understanding these Terms and Conditions and agree to be bound by them in their entirety (including but not limited to the Intellectual Property Rights, Governing Law, and Arbitration provisions below), whether or not you create an account.

SERVICE

InterNational STEM League (iNSL) is a membership site offering an online course (the “Service”). Use of InterNational STEM League (iNSL).com, including all materials presented on the Site and all online services provided by InterNational STEM League (iNSL), is subject to these Terms and Conditions.

You agree that the Service is in the nature of education. The scope of services provided by InterNational STEM League (iNSL) according to these Terms and Conditions are limited to those listed on the Site. InterNational STEM League (iNSL) reserves the right to substitute services equal to or comparable to the services listed if the need arises, without prior notice.

USE OF THE SITE AND SERVICE

To access or use the Site, you must be 18 years of age or older and have the right, authority, and capacity to enter into these Terms and Conditions. Persons under the age of 18 are prohibited from using the Site or Service. Content provided on the Site and in the Service are subject to change at the sole discretion of InterNational STEM League (iNSL). InterNational STEM League (iNSL) makes no representation or warranty that the Content on the Site, regardless of its source is accurate, complete, reliable, current, or error-free.



InterNational STEM League (iNSL) disclaims all liability for any inaccuracy, error, or incompleteness in the Content. "Content" for purposes of these Terms and Conditions means text, text messages, chat, graphics, images, photographs, gifs, logos, software, computer code, music, software, audio, video (including streaming videos), links, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Service.

ACCOUNT CREATION AND SECURITY

In order to use the Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any such registration information you give to InterNational STEM League (iNSL) will always be accurate, complete, and at all times up to date. You may not impersonate someone else or provide account information or an email address other than your own. You are responsible for maintaining the confidentiality of your account information, and you are solely responsible for all activities that occur under your account. You agree to immediately notify InterNational STEM League (iNSL) of any disclosure or unauthorized use of your account.

LAWFUL AND NON-COMMERCIAL PURPOSES

You may use the Site and Service for lawful purposes only and shall not violate the laws of any jurisdiction. If you use the Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access the Site or use the Service. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate and personal use only and not in connection with any commercial endeavors, such as (i) advertising or soliciting any user to buy or sell any products or services not offered by InterNational STEM League (iNSL) or (ii) soliciting others to attend parties or other social functions, or networking, for commercial purposes.

You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

REFUSAL OF SERVICE

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or



Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning course delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

DURATION OF AGREEMENT

Once confirmed, we will provide you access to the purchased Service. You agree and understand that access to the Service may at times be influenced and affected by third parties that we use to provide the Service (web hosting, membership site plugins, etc.). You agree and understand that no breach of contract action may be initiated against InterNational STEM League (iNSL) when there are reasonable delays in the access of the Service.

These Terms and Conditions shall remain in full force and effect while you use the Site or Service. You may disable your account at any time. InterNational STEM League (iNSL) reserves the right to terminate or suspend the Service in its sole discretion, and or access to certain features of the Service, with or without prior notice to you. If for any reason, InterNational STEM League (iNSL) should dissolve or cease to exist, then your access to the Service shall terminate. After your account is terminated for any reason, all terms of this Agreement survive such termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

CANCELLATIONS, REFUNDS & RETURNS

Due to the nature of the Service, refunds will generally not be issued. We only provide refunds if you can provide sufficient evidence that our Service did not produce results. You must submit your work and show you implemented the training in order to receive a refund. If you cancel, or are paying by installments and miss a payment, you will no longer have access to the Service, including all Content and resources. Once your order is placed you agree to pay the full payment of the course whether you are paying in full at the time of sign up or if you are paying in installments.

If you are a monthly member, you can cancel at any time by cancelling via PayPal or your credit card, inside your membership account, or emailing info@insl.org. Cancellations must be made prior to your renewal date in order to avoid being charged an additional fee.

INTELLECTUAL PROPERTY RIGHTS



The Site and Service contain intellectual property owned by InterNational STEM League (iNSL), including but not limited to the Content, trademarks, copyrights, proprietary information, trade secrets, and other intellectual property. InterNational STEM League (iNSL)'s copyrighted and original materials are provided to you as part of the Service for your individual use only and pursuant to a single-user license which is non-assignable. All such Content and intellectual property shall at all times remain the sole property of InterNational STEM League (iNSL). No license to sell or distribute any part of the Content or Intellectual Property is granted to you or implied by your use of the Site or Service.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site, Service, Content or intellectual property, in whole or in part, without our express prior written consent. This includes, but is not limited to, sharing material with others, posting excerpts of material on any social media, blogging about the material, or in any other mode of transmission that would reasonably appear to share the Site or Service's information with a non-member. We reserve the right to immediately remove you from the Service, without refund, if you violate these Terms and Conditions. InterNational STEM League (iNSL) may investigate and take any available legal action in response to illegal or unauthorized uses of its intellectual property.

CONTENT POSTED BY YOU IN THE SERVICE

You are solely responsible for any Content that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "post") on the Site or Service. You may not post as part of the Service, any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity).

By posting Content as part of the Service, you automatically grant to InterNational STEM League (iNSL) an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works,, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your Content by InterNational STEM League (iNSL) will not infringe or violate the rights of any third party.

CHANGED TERMS

We may at any time amend these Terms and Conditions. Such amendments are effective and binding upon you immediately upon us posting the new Terms and Conditions on this Site. Such posting shall be deemed as notice to you. Any use of the Site or Service by you after such posting shall be deemed as your acknowledgement and agreement to such amendments. We reserve the right to update any portion of our Site and Service, including



these Terms and Conditions, at any time at our sole discretion. InterNational STEM League (iNSL) shall not have any obligation to notify you of such updates other than upon posting such updated terms on the Site. Acceptance of these Terms and Conditions shall be deemed as acceptance of any future updates to its terms.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, INTERNATIONAL STEM LEAGUE (INSL) IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF INTERNATIONAL STEM LEAGUE (INSL) HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL INTERNATIONAL STEM LEAGUE (INSL)'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM INTERNATIONAL STEM LEAGUE (INSL), AND IF NO PURCHASE HAS BEEN MADE BY YOU INTERNATIONAL STEM LEAGUE (INSL)'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$50. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SITE OR SERVICE.

LINKS AND THIRD PARTY RESOURCES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with InterNational STEM League (iNSL). You acknowledge and agree that InterNational STEM League (iNSL) 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 the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

INDEMNIFICATION

You shall indemnify and hold InterNational STEM League (iNSL) (together with its affiliates, shareholders, directors, employees, partners, and agents) harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

GOVERNING LAW

These Terms and Conditions, and any dispute between you and InterNational STEM League (iNSL), shall be governed by the laws of the state of Oregon without regard to principles of conflicts of law.

ARBITRATION

The exclusive means of resolving any dispute or claim arising out of or relating to these Terms and Conditions and use of the Site or Service shall be binding arbitration administered by the American Arbitration Association.

By using the Service in any manner, you agree to the above arbitration agreement. In doing so, you give up your right to go to court to assert or defend any claims between you and InterNational STEM League (iNSL). You also give up your right to participate in a class action, class arbitration, or other representative action or proceeding. Your rights will be determined by a neutral arbitrator, not a judge or jury. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against InterNational STEM League (iNSL) may be commenced only in the federal or state courts located in Portland, Oregon. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

EFFECT OF HEADINGS



The subject headings of the paragraphs and subparagraphs of these Terms and Conditions are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

ENTIRE AGREEMENT; WAIVER

These Terms and Conditions constitute the entire agreement between you and InterNational STEM League (iNSL) pertaining to the Site and Service and supersedes any and all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of these Terms and Conditions by InterNational STEM League (iNSL) shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by InterNational STEM League (iNSL).

NOTICES

All notices and other communications under these Terms and Conditions shall be in writing and properly addressed as follows:

info@iNSL.org

or

InterNational STEM League

8420 N Bliss Street
Portland, OR 97203
United States of America

RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of these Terms and Conditions, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of these Terms and Conditions, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

SEVERABILITY

If any term, provision, covenant, or condition of these Terms and Conditions is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest



of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sublicenseable, or otherwise transferable by you. Any transfer, assignment, delegation, or sublicense by you is invalid.

Team Coach (over Age 18) Sign Below to Acknowledge

Individual Team Members Initial Below to Acknowledge