



## STEPPING STONES Professional Development for ECES

22 Bunn Street, Wallsend, NSW 2287

[www.steppingstonesprofessionaldevelopment.com](http://www.steppingstonesprofessionaldevelopment.com)

Terms and conditions

### OVERVIEW

This website is operated by STEPPING STONES Professional Development for ECEs, created by Janine Kelly. Throughout the site, the terms “we”, “us” and “our” refer to STEPPING STONES Professional Development for ECE (SSPD) and the team. The user engaging in services may be referred to as “you”.

SSPD offers this website, including all information, tools and services available from this site to those that use the site, conditioned upon the acceptance of all terms, conditions, policies and notices stated here.

By visiting the SSPD site and/ or purchasing products and training workshops, the user engaging in services provided by SSPD agree to be bound by the following terms and conditions and “Terms of Service.”

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on **Strikingly, Inc.** They provide us with the online e-commerce platform that allows us to sell our products and services to you. We also use Eventbrite platform for online workshops.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 - GENERAL CONDITIONS

SSPD reserves the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform



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and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the SSPD Service, use of the SSPD Service, or access to the SSPD Service or any contact on the website through which the service is provided, without express written permission by SSPD.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES**

SSPD reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

Prices for SSPD products are subject to change without notice.

SSPD shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SSPD shall not be liable for any third party fees IE Eventbrite.

### **SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

SSPD is not responsible if information made available on this site that is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk and not that of SSPD.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Products or services are subject to return or exchange only according to SSPDs Return, Refunds and Cancellation Policy.

SSPD reserves the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited

SSPD does not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. SSPD reserve the right, but are not obligated, to limit the sales of products or Services to any person, geographic region or jurisdiction.

SSPD may exercise this right on a case-by-case basis. SSPD reserves the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of SSPD.

### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

SSPD reserves the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If a change to or cancel an order, SSPD will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. SSPD reserves the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.



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You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns, Refunds and Cancellation Policy.

### **SECTION 7 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

SSPD may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party. Feedback provided to SSPD may be and can be used on the site as testimony from you, the user.

### **SECTION 8- ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on the SSPD site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. SSPD reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

SSPD has no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **SECTION 9 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or



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any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **SECTION 10 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

As some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SSPD do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

SSPD and Janine Kelly does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall STEPPING STONES Professional Development, Creator Janine Kelly, our trainers, employees, or affiliates, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

### **SECTION 11 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. To view SSPD's Privacy Policy, found at the bottom of the site.

### **SECTION 12 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless STEPPING STONES Professional Development for ECEs and Creator Janine Kelly, trainers and affiliates, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **SECTION 13 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.



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### **SECTION 14 - TERMINATION**

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. If in our sole judgment you fail, or SSPD suspects that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **SECTION 15 - ENTIRE AGREEMENT**

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

The failure of SSPD to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

### **SECTION 16 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby SSPD provide you Services shall be governed by and construed in accordance with the laws of Australia.

### **SECTION 17 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

SSPD reserves the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to the creator of SSPD, Janine Kelly at [janine@steppingstonesprofessionaldevelopment.com](mailto:janine@steppingstonesprofessionaldevelopment.com)