

### Policies and Terms of Service Health and Medical Waiver

You ensure that any child brought to Highest Speak is healthy enough to attend and if a child has any specific health needs, you will let us know what they are. Any situation that isn't an emergency but requires a parental decision will result in communication to the parent via the information parents have provided Highest Speak. If emergency care is needed, you authorize Highest Speak at its discretion to arrange for that care while keeping you informed to the best of our ability, given the context of the situation. You are responsible for any costs associated with any health care we seek on your child's behalf.

# **Waiver of Liability**

In agreeing to attend a Highest Program I:

- Release and forever discharge Highest Speak from all claims that I may have or may have had arising from, or in connection with, my child, myself, or any Highest Speak program; and
- Indemnify, will keep indemnified and hold harmless Highest Speak, to the extent permitted by law in respect of any claim as a result of or in connection with a Highest Speak Program.

## **Photography and Video Policy**

We take photos and videos of students while they're working on projects, we do this to share their experience with their parents, to show other families what our classes and workshops look like and for social media, websites, marketing materials, advertising, and publicity. We may use social media such as Instagram, Twitter, Facebook, Instagram, YouTube, or other platforms, kids may do this themselves as well. You acknowledge that we can't control other kids use of social media, which may contain your child's likeness and/or social media information and you also give us permission to use all of these forms of publicity, without compensation to your family. We do not use last names to identify any of our students, unless videos or photographs are sent to parents or class members, or we receive permission from the parent to share the full name of the student.

### Class Refunds

If cancelled 7 days prior to the start of any class or workshop, a full refund will be issued. If cancelled within 7 days of the class, a 25% fee (of price paid) will be charged, and the



remaining amount will be refunded. No credits nor refunds for absences due to illness or otherwise.

Highest Speak reserves the right to cancel any class for any reason, and will issue a refund in this case.

#### **Purchases**

Certain Activities are offered for purchase through the Service (each a "Paid Activity"). You agree to pay all charges incurred by you or any user of your account and credit card (or other applicable payment method) at the price(s) in effect for that Paid Activity when such charges are incurred and to provide accurate information regarding your credit card or other payment method. You represent and warrant that all information you provide, including but not limited to all information concerning your name, address, credit card number, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You agree that you will only use credit cards belonging to you or for which you are expressly authorized to use. You further agree that you will not attempt to conceal your identity by using multiple Internet Protocol addresses or email addresses. You grant Care.com the right to provide any information you submit to third parties for purposes of facilitating the completion of any transaction initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of a transaction. If we are unable to verify or authenticate any information you provide during any registration, ordering, purchase, sale, authentication, delivery, payment or remittance process, or any other process, or if we are no longer able to verify or authorize your credit card or bank account information, your Activity registration may be cancelled, we may refuse to honor all pending and future purchases made on such credit card accounts and/or on any online accounts associated with such credit card accounts, and you may be prohibited from using the Service.