



## TERMS & CONDITIONS

UPDATED: September 2022

These Terms and Conditions apply to the domains, websites, subfiles and subdomains for the businesses listed below:

1. Heart Centered Brands (“HCBBrands”) **heartcenteredbrands.com**
2. Quantum Montessori School d/b/a Bright Abilities, Bright Abilities Early Learning and Nanny Educator Services, and Mind Ease Support Service (collectively “School”) **quantummonti.com nannyguidance.com kcksliteracy.com all subdomains/subfiles.**
3. Highlight Furnishings (“Highlight”) **highlightfurnishings.com**
4. Children’s Playtime Art (“Playtime”) **childrensplaytimeart.com**
5. Empress Legal (Empress) **empresslegal.com**
6. White Butterfly Coaching, Mentoring Consulting (WBCCC) **wbccc.com**

We offer you access to our services through our “Website” (defined below) subject to the following Terms of this agreement, which may be updated by us from time to time with or without notice to you. We strongly recommend you please go through these Terms and Conditions. By accessing and using this Website, you acknowledge that you have read, understood, and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with any of these terms, then please do not use the Website.

## II. DEFINITIONS

- “Agreement” refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website;
- “Service” or “Services” refers to any service shown below, which we may offer from our Website.
- “User”, “You” and “Your” refers to the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website;
- “Content” means text, graphics, images, music, software, audio, video, designs, interactive features, works of authorship of any kind, and



information or other materials that are posted, generated, provided, or otherwise made available through the Services;

- “Subscription” or “Subscription Plan” refers to the Fees required to be paid by the Customers for availing of the services offered by us.
- “User Account” shall mean an electronic account opened for the customer for availing various services offered on the website;

### **III. INTERPRETATION**

- All references to the singular include the plural and vice versa and the word “includes” should be construed as “without limitation”.
- Words used herein regardless of the number and gender specifically used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the terms of this Agreement.

### **IV. INTRODUCTION AND SCOPE**

- Scope. These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- Eligibility: Certain Service of the Website is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- Electronic Communication: When you use this Website or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply to communications from us electronically in the same format and you can keep copies of these communications for your records.

### **V. SERVICES**

*Education, Legal Support Services, Mentoring, Counseling and more.*



## **VI. MODIFICATIONS TO THE SERVICE**

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “Changes”), at any time. We may notify you of changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website. Your continued use of the Site following the posting of changes will mean that you accept and agree to the Changes.

## **VII. REGISTRATION**

For accessing the website and using certain Resources, you may be required to provide specific information and to create a user ID and password to establish an account.

You accept that the details you provide about establishing any account are correct and that you will keep your details up to date. You are responsible for the security of all usernames, passwords, and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your usernames and passwords at any time with or without notice.

## **VIII. USER CONTENT**

### **A. Content Responsibility.**

The website permits you to share content, post comments, feedback, etc. (“content”) but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;

- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance;
- transmits viruses or other harmful, disruptive or destructive files ;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;
- Information or data which are unlawfully obtained.

Any such submitted content that includes, but is not limited to the following, will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

## **IX. SUBSCRIPTION PAYMENT**

- All the purchases for any service available on the website shall be governed by our terms and conditions.
- For purchasing any service available on the website, the user must subscribe to the appropriate Subscription Plan according to his requirements. You will be liable to pay us based on the Subscription Plan chosen.
- While providing your details you must be careful and warrant that the information provided is true and accurate.
- Payment mode shall be:
  - Online: Debit Cards and Credit Cards
  - PayPal
  - Stripe
  - Square
  - Affirm and AfterPay
- You must notify us immediately if any details are incorrect. If your payment has not been accepted you will be informed of this in writing along with the reasons.
- When you purchase a Subscription Plan, you expressly authorize us (or our third-party payment processor) to charge you for the term of your Subscription each time your payment is due under your Subscription Plan.
- We may ask you to supply additional information relevant to your Transaction, including your credit card number (or other payment information),



the expiration date of your credit card, and your email and postal addresses for billing and notification (such information, "Payment Information").

- You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information.
- When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges).
- Subscriptions: If you purchase a Subscription, you will be charged the one-time usage, monthly and annual (as applicable) Subscription fee, plus any applicable taxes, and other charges ("Subscription Fee"), at the beginning of your subscription and each month or year (as applicable) thereafter, at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month or year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations before cancellation of your Subscription by you or us.
  - All payments are final. No refunds
  - We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
  - We take customer feedback very seriously and use it to constantly improve our products and quality of service.

## **X. DONATIONS**

- All the Donations on this website shall be governed by our terms and conditions.
- All donations are final. We also honor a refund if someone donates twice or more mistakenly within a short time.

## **XI. DONOR**

Donations made and transactions performed through our Website are governed by the terms set forth herein and elsewhere in these Terms and conditions. All Donations are at your own risk. When you donate through the website, it is your responsibility to understand how your donation will be used.



We reserve the right to refuse to process donations by any Donor. This includes, without limitation, suspected collusion of the Donor that could bring about false impressions, mislead other users or breach/violate any law or further any charges imposed by issuing banks, or generally a breach of any government policies or laws.

## **XII. LIMITED GUARANTEE**

### **By this Website:**

- We provide an opportunity for you to avail the offered Product and Services from our Website.
- We do not provide any warranty or guarantee that the Product and Service descriptions are accurate, complete, reliable, current, or error-free.
- If a Product or Service offered by the Website is not as described, your sole remedy is to inform us about the Services.

## **XIII. GEOGRAPHIC RESTRICTION**

We reserve the right, but not the obligation, to limit the usage or supply of any product or service to any person, geographic region, or jurisdiction. We may use this right as per necessity.



#### **XIV. ONLINE COURSE**

Some classes will be delivered online. You will have the opportunity to ask questions during the class with the live chat/form.

If you do not watch the class during the period, we are not responsible for giving you access to the class once the time frame has expired.

If technical problems are on our part, you will receive an email telling you about the rescheduling of the live class and later access to the recording for a specified period.

If you have questions or issues about how to use the online class platform do not hesitate to contact our team at [eduteam@quantummonti.com](mailto:eduteam@quantummonti.com)

#### **XV. USER RESPONSIBILITIES**

- You shall use the Service and Website for a lawful purpose and comply with all the applicable laws while using the Website;
- You shall not upload, any content on our social media platforms that:
  - Defamatory, infringes any trademark, copyright, or any proprietary rights of any person or affects anyone's privacy, contains violence or hate speech, including any sensitive information about any person.
- You shall not use or access the Website for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You shall not use any virus, hacking tool for interfering in the operation of the Website or data and files of the Website;
- You will not use any device, scraper, or any automated thing to access the Website for any purpose without taking permission from us.
- You will inform us about anything that is inappropriate or illegal on the website;
- You will not interfere with or try to interrupt the proper operation of the Website through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Website through hacking, password or data mining, or any other means;



- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Website;
- You will not take any action that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.
- You will not take any action related to accessibility, you will contact us with your concerns and allow up to 10 business days to address any issues and concerns.

Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so to operate the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, in our sole and absolute discretion, to deny you access to the Website or any service, or any portion of the Website or service, without notice, and to remove any content.

#### **XVI. GENERAL CONDITIONS**

- We do not guarantee the accuracy, completeness, validity, or timeliness of the information listed by us.
- We make material changes to these terms and conditions from time to time, we may or may not notify you by prominently posting a notice of such changes or via email communication. It is the responsibility of the user to check for policy updates as all are posted on the website.
- The website is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your business use, subject to all the terms and conditions of this Agreement as they apply to the Service.
- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have concerning the website;
- Both you and we acknowledge and agree that in your use of the website you will comply with any applicable third-party terms of the agreement that may affect or be affected by such use.





- Please note that copying course content, unauthorized distribution of our content, or sharing access to your account (if applicable) will result in forfeit of account, forfeit of refund, banned from the site, banned from business, and banned from other sites owned by us. Legal action will be taken.

#### **XVII. ONLINE COURSE GUIDELINES**

- For a better course experience, please participate on a tablet, laptop or desktop device and use headphones.
- Questions related to the course should be asked in that question box only.
- Answers to the questions will be provided only through that particular course question box or via direct message with the educators.
- Should not misuse the videos or upload the videos or content on any other platform. This will lead to legal action.

#### **XVIII. EXCLUSION OF LIABILITY**

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall OVERACHIEVERS INSTITUTION OF LEARNING, LLC, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or



not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

#### **XIX. RELEASE**

You release us and our successors from all losses, damages, rights, and demands, and actions of any kind, including personal injuries, death, and property damage, that are directly or indirectly related to or arising from your use of the Services (collectively, "Claims").

#### **XX. CONFIDENTIALITY**

Any materials provided by the Client/Customer in the course of using our service shall be kept confidential by us as against third parties, unless the disclosure is required under the process of law or unless the disclosure is to our financial auditors or governing regulatory bodies. Disclosing or using this information for any purpose beyond the scope of this Agreement.

#### **XXI. NO RESPONSIBILITY**

We are not responsible to you for:

- any losses you suffer because you cannot use our website at any time;
- any errors in or omissions from our website; or
- any losses you may suffer by relying on any commentary, postings, reviews (of our services or that of our partners) or any other means of communication on our website; or
- the privacy policies and practices of other linked third-party websites, even if you access them using links from our website; or
- any unauthorized access or loss of personal information that is beyond our control.

#### **XXII. SPAM POLICY**

You are strictly prohibited from using the Website or any of our Services for illegal spam activities (including gathering email addresses and personal information from others or sending any mass commercial emails), other than for the intended purposes of this website.

#### **XXIII. THIRD-PARTY LINKS**

The Website may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an



authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator of those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures (s) when you are downloading files from all these Websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

#### **XXIV. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Website, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

#### **XXV. ERRORS, INACCURACIES, AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Website is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Website will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

#### **XXVI. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

The website and the service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the website will operate error-free or that the website, its servers, or its content or service are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, merchantability, non-violation of third parties rights, and fitness for a particular purpose and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation with any warranty, contract, or common law tort claims: (i) we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the website or the content, even if we have been recommended of the possibility of such damages.

The website may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any such typographical, technical, or pricing errors recorded on the website. The website may contain information on certain services, not all of which are available in every location. A reference to a service on the websites does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the website at any time without notice.

## **XXVII. COPYRIGHT AND TRADEMARK**

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the "Content"). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no right to use the content, and you will not take any Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.



## **XXVII. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXIX. MISCELLANEOUS**

### **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

### **TERMINATION**

**Term.** The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all your Service subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

### **ENTIRE AGREEMENT**



This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

**DISPUTE RESOLUTION**

If a dispute arises between you and our websites, the goal is to resolve such a dispute quickly and cost-effectively. Accordingly, you and mobile application agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the website and mobile application Services (a "Claim") following this section entitled "Dispute Resolution." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.



### **ARBITRATION OPTION**

For any claim arising between you and any HCB website (excluding claims for injunctive or other equitable relief), the party requesting relief may elect to resolve the dispute cost-effectively through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online, and/or be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

### **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed under the law of the United States of America without giving effect to any principles of conflicts of law. The courts of the United States of America shall have exclusive jurisdiction over any dispute arising from the use of the Website.

### **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure to perform our or its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

### **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

### **FEEDBACK CONTACT**

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at [admin@heartcenteredbrands.com](mailto:admin@heartcenteredbrands.com).

