



## Terms and Conditions Agreement for World Tech Academy

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### **Payment Terms**

Payment is due upon application and acceptance to the program.

### **Unpaid Tuition and Fees**

If payment in full is not received by the due date that is agreed upon by the student and World Tech Academy, LLC, a “hold” will be placed on the student enrollment restricting all access to materials and services. Until all outstanding obligations are resolved, access to World Tech Academy materials and services will be restricted. Payment plan options are available but they must be agreed upon by World Tech Academy before the tuition due date. It is the student's responsibility to approach World Tech Academy about payment plan options.

### **Refund Policy**

Refunds are not available after 14 days before the class. After this period you must petition World Tech Academy for a refund. If you have already begun the class you must opt out before the end of the first week of class or the third class. Once the down payment is paid it cannot be refunded. A full refund of the remaining tuition is available if student opts out of class during the aforementioned approved times (14 days before the start date or 7 days after the start date). However if students, at any time during the class not during the aforementioned times, talk to a World Tech Academy Course Advisor about discontinuing the class for any reason they are entitled to a prorated refund depending on the number of classes that have happened. This prorated refund is forfeited by the student if they do not talk with a course advisor before discontinuing the class.

### **Class Rules and Conduct**

We are an equal opportunity classroom. We do not discriminate against anyone because of their race, color, religion, sex, age, disability, or national origin. If you need accommodations made to attend and participate in the class it is your responsibility to alert World Tech Academy of the needed accommodations. World Tech Academy cannot guarantee that all needed accommodations can be met. We also do not allow our students to make any inappropriate or discriminatory comments against any of these protected classes or anyone else for any reason. We expect students to treat each other with respect. In an effort to make our learning environment collaborative and equal opportunity we will not tolerate any inappropriate language to be used. There is no required dress code but because of varying temperatures inside the

classroom due to heating and cooling layering is advised. Failure to comply with these rules may result in expulsion from the class by World Tech Academy without refund.

### **Copyright**

World Tech Academy course content, and materials remain the copyright of World Tech Academy, LLC. Unauthorised copying or redistribution of the course materials (online or print) is prohibited unless agreed in advance in writing by World Tech Academy.

### **Alterations to the Course Schedule**

World Tech Academy reserves the right to make alterations to the content, instructors, timing, venue or date of the course compared to the advertised course schedule.

### **Force Majeure**

World Tech Academy shall not be liable or deemed to be in default for any delay or failure in performance under this agreement resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of World Tech Academy.

### **Liability for Damages**

Neither World Tech Academy nor any of its members, directors, instructors, employees or other representatives will be liable for damages arising out of or in connection with the student misconduct. Students will be financially responsible for replacing and/or repairing any property of World Academy that they damage or destroy.

### **Your Contact Details**

World Tech Academy will use the contact and participant details you provide during the registration process to provide you with further details regarding this course. We may also include you on our mailing list, which we use to contact you from time to time with information on our other activities and events. You can unsubscribe from the mailing list at any time. We will never provide your details to a third party without your prior consent.

### **Waiver of Release for Media Use**

By agreeing to these Terms and Conditions the student does hereby consent and agree that World Tech Academy, its employees, affiliate companies, or agents have the right to take photographs, videotape, or digital recordings of me beginning on the date of enrollment and ending on the last day of class and to use these in any and all media, now or hereafter known, and exclusively for the purpose of promotion of the business. Students further consent that my name and identity may be revealed therein or by descriptive text or commentary. Students do hereby release to World Tech Academy, its affiliate companies, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. Students waive any rights, claims, or interest they may have to control the use of my identity or likeness in whatever media used. Students understand that there will be no financial or other remuneration for recording them, either for initial or subsequent transmission or playback. Students also

understand that World Tech Academy is not responsible for any expense or liability incurred as a result of their participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

### **Amendment and Waiver**

This Agreement may not be amended except in a written agreement is signed by both parties. No waiver of any terms of this agreement occurs unless in an additional written agreement is signed by the party and World Tech Academy waiving its rights.

### **General**

The terms and conditions and details in this document represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations. Our brochures and advertisements are for information purposes only and are not intended to form any agreement between World Tech Academy and the recipient.

These terms and conditions are subject to change without notice and changes will apply to any enrollment/course order received after the date of the change. These terms and conditions may not be varied except in a written agreement signed by an officer of World Tech Academy. World Tech Academy's acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions. Waiver by World Tech Academy of any of the terms herein or the granting of time or indulgence by World Tech Academy to the Customer shall in no way affect World Tech Academy's rights hereunder.

If any provision herein is held to be invalid illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. This agreement shall be governed by and interpreted in accordance with United States Law.

### **Mutual Nondisclosure Agreement**

THIS MUTUAL NONDISCLOSURE AGREEMENT is made and entered into upon acceptance of the Terms of Service Agreement between World Tech Academy with offices at 1675 N. Freedom Blvd. Suite 9a, Provo, Utah 84604 and their students. This Agreement not only protects Provo Web Academy and their students from unlawful disclosure from each other but also outlines that any other "Confidential Information" shared by other students cannot be disclosed by any other student in the class, thereby protecting students from each other and allowing free flow of information and collaboration.

Purpose. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without

limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

Non-use and Non-disclosure. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

Maintenance of Confidentiality. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

Confidential. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this

Agreement concerning the business opportunity.

No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

Term. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

Miscellaneous. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this Section 11 will be null and void. This Agreement shall be governed by the laws of the State of Utah, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the

first page, or to such other address as the either party may specify to the other in writing from time to time.

**Agreement to Terms**

By clicking the checkbox next to “I agree to the Terms of Service” you agree to and accept the terms and conditions outlined in this Agreement. You also represent that you are at least 18 years of age, have read and understand the foregoing statement, and are competent to execute this agreement.