## Teri

## **Terms and Conditions**

#### Welcome to TEFL Wonderland-Brilliant Minds

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the company technology. Your access to and use of the company technology is conditioned on your acceptance of and compliance with these Terms, which may be indicated by clicking the "I Accept" or "I Agree" checkbox when completing the registration or purchasing process, or by using the company website <a href="https://www.teflwonderland.com">www.teflwonderland.com</a>.

#### 1- Parties

- (1) **TEFL Wonderland Brilliant Minds:** First party, company, owner (we, us, our) Business Identification Number: 1000189314, Address: 440 Laurier W Ave, Ottawa, Ontario, Canada, K1R 7X6, Contact: Email: info@teflwonderland.com,Tel: 5145772023; and
- (2) **User:** Second Party, student, learner, contractor, client, end-user, customer, consultant, and website visitor (you, your)

#### 2- Scope

TEFL Wonderland - Brilliant Minds is specialized in offering synchronous and asynchronous training courses, facilitation, educational consultation and course development services. The company trades under the names: Brilliant Minds, Brilliant Minds Learning and TEFL Wonderland. The website (TEFLWonderland.com) along with all the displayed or embedded digital content and materials are owned and operated by TEFL Wonderland-Brilliant Minds.

The company and the user have entered into this agreement (the "Agreement", the "Contract") for the provision of offering(s). This agreement is governing the relationship between the two Parties. The effective date of this agreement shall be the date when the user starts using the company technology (starting from surfing the company website), (the "Effective Date").

All appendices listed herewith are part of this contract and subject to the terms and conditions of this agreement. In the event of a conflict between the terms and conditions of any appendix and this agreement, the terms and conditions of this agreement shall take precedence.

#### 3- Definitions

The **Company Technology:** is all the proprietary information developed, created or stored by TEFL Wonderland-Brilliant Minds. This includes – but is not limited to – websites, social media, slogans, technical information, reports, writings, drawings, images, sounds, videos, recordings (audio or



video), blueprints, ideas, blogs, courses, networks, devices, internet, software, email, storage, data, digital contents, systems, and related equipment.

**Offerings:** The products or services (online courses, virtual classes, courses development, services, etc.) that are offered by TEFL Wonderland-Brilliant Minds.

List Price: The original price of the company offering (non-discounted price)

**Price:** The current offering price (the price at the time of purchase – which may include a specific discount)

The **Specifications** of company offerings may include product or service name, price, structure, description, duration, requirements, prerequisites, deliverables and rules. All company offerings are subject to this agreement and its terms and conditions.

#### 4- General Terms and Conditions:

- This agreement outlines the expectations of both parties (Company and User) and is intended
  to be the legal equivalent of your signature on a written contract, and equally binding.
- The company reserves the right to change its terms and conditions from time to time when deemed necessary or when required by law. Any changes will be posted on our website, and enrolled users will be notified by email.
- Users will be deemed to have read and accepted our Terms and Conditions when they are using our technology or contracted with us.
- If the user has any comment on the company technologies or offerings, the user can send an email to: <a href="mailto:support@TEFLWonderland.com">support@TEFLWonderland.com</a>.
- If the user does not agree to any of the company's terms or policies, they must not use the company technology.
- User access and granted privileges to the various digital contents available on the company system depends on their level of access. The user may change some of their account details at any time (e.g., name, telephone, email, address, etc.).
- The user may opt to discontinue their account/access at any time. The user must communicate this request to the company.
- You are hereby granted a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable, license to use, for yourself, TEFL Wonderland-Brilliant Minds' products or services subject to and in accordance with these Terms and Conditions (the "License"). Each License is applicable to one Licensee unless otherwise specified in the applicable purchase order. It is hereby clarified that a License does not grant you any ownership rights over the products or any part thereof.



#### **5- TEFL Certification Requirements**

- To enroll in TEFL certification courses, you should meet the company requirements for English language proficiency.
- By enrolling in TEFL certification courses, you confirm that you are an expert user of English (<u>CEFR</u> C1 or above). You also confirm that you are willing and able to accept and act upon feedback received from course tutors.
- If a tutor (based on your submitted assignments or performance in virtual classes) feels that your language ability does not meet the requirements for embarking on an English teaching career, you will be required to submit a certified English proficiency test result (e.g., IELTS, TOEFL, Duolingo English Test, etc.) to be able to proceed with the course.
- If your English language skills are not up to the required standards, and if you cannot provide a certified proof of English proficiency, TEFL Wonderland-Brilliant Minds reserves the right to discontinue your course. Accepted test scores (C1 level):
  - ✓ The Pearson Test of English (PTE) General (Level 4)
  - ✓ Trinity ISE III
  - ✓ Trinity GESE Grades 10 and 11
  - ✓ Cambridge CAE (Grade A, B or C)
  - ✓ Cambridge Business Higher
  - ✓ IELTS score (band 7)
  - ✓ Michigan ECPE
  - ✓ TOEFL (score 95-120)
  - ✓ Duolingo English Test (110 minimum)
- If you have any questions or doubts about whether you reach the required language proficiency level, you must discuss this with our Support Team **before** placing your order. You can contact the company by email at <a href="mailto:info@TEFLWonderland.com">info@TEFLWonderland.com</a> or <a href="mailto:support@TEFLWonderland.com">support@TEFLWonderland.com</a>.

#### 6- TEFL Certification Assessments

- TEFL certification courses are assessed on a Pass/Fail basis. Assessment depends on end-of-unit quizzes and a number of assignments.
- The minimum passing score is 70%, and you are allowed three (3) attempts in total for each single quiz or assignment.
- Assignments, which may include written, audio and video materials, must be uploaded on TEFL Wonderland- Brilliant Minds' Learning Management System.
- Submitted assignments will be assessed by Course Tutors within 5 business days. The learner may be required to modify and resubmit an assignment. If the third attempt does



not satisfy the assessment criteria, the learner will fail the course, and no refund will be issued to the learner.

- You must submit course assignment (or the last assignment in case the course has multiple assignments) at least 2 weeks before the course expiration date.
- TEFL Wonderland-Brilliant Minds exert all possible effort to ensure that all assignments are marked promptly. However, in some circumstances, delays can happen due to unexpected circumstances. TEFL Wonderland-Brilliant Minds will not be liable for any loss, damages or other circumstances resulting or arising from such unforeseeable delays.

#### 7- TEFL Course Certificate

- If the learner satisfies the course requirements, passes the course assessments (quizzes and assignments) and completes the course within its timeframe (or extended timeframe), they will be entitled to receive an e-certificate showing that he/she has completed the course.
- For accredited courses, the certificate will be issued by the Awarding Organization and will include the logo of the Awarding Organization, TEFL Wonderland-Brilliant Minds, along with the logos of the other certifying bodies mentioned on the website.
- A paper copy of the certificate can be requested (for USD \$20/copy) and will be sent within 14 calendar days to the user's mailing address archived in the company records.

#### 8- Passing or Failing TEFL Courses

- You understand and accept that, if your course assessment includes tests and/or written or audiovisual assignments, you must successfully complete all the assessments to the required standard in order to pass the course.
- You understand and accept that you may pass or fail a TEFL course depending on your test results and assignment submissions.
- Failing a TEFL certification course is the result of one of the following:
  - Failing to achieve the passing scores (70%) in all the 3 attempts allowed for each of the end-of-unit tests.
  - Failing to satisfy the assessment criteria of course assignments in the 3 attempts.
     (Passing, resubmitting or failing the assignment is the decision of the Course Tutor).
  - Inability to satisfy the English language proficiency requirements or to submit a certified proof of language proficiency upon request.
  - Failing to complete the course during the allotted time stated in the course description and the **Course Extension Policy**.



- You accept that an evidence of plagiarism or malpractice will result in course failure and non-eligibility for a refund.
- TEFL Wonderland-Brilliant Minds reserves the right to recommend a course downgrade from Level 5 to Level 3 if this level is more appropriate for the learner, and will help them get a TEFL certification.
- TEFL Wonderland-Brilliant Minds is not liable for any losses or expenses incurred by a learner for failing a course for any reason whatsoever.

#### 9- Accepting Course Enrollments

- You understand that after the placement of your online purchase order, TEFL Wonderland-Brilliant Minds will send you an Order Acceptance email.
- If the company is unable to accept the learner's purchase order (due to any reason), the company will notify the learner by email and will not charge them for the course.
- TEFL Wonderland reserves the right to accept or reject any enrolment request without mentioning any reason or justification.

#### 10- Changes in Course Content or Delivery

- The company will implement some changes from time to time to its offerings. Changes can be minor, moderate, or major, and can be related to course content, structure, assessment, design, learning management system, etc.
- These changes will not affect the learner's course progress. Enrolled learners will be notified
  of any major changes in advance, and Course Tutors will offer all needed support to guide
  learners through any changes that might affect their learning journey.
- If the learning portal will be on a maintenance mode for a specified period to apply changes or upgrades, the start date/time of the maintenance mode and the forecasted completion date/time will be posted on the website in advance.
- If the delivery of company's services is affected by circumstances that are beyond our control (e.g., internet outage, natural disasters, etc.), the company will not be held responsible for a course delay or cancellation. The company will still do its best to take immediate steps to prevent or minimize the impact of such delay or cancellation.
- In some situations (e.g., during the investigation of plagiarism incidents), the Assessment Manager may decide to suspend a learner's access to a course.
- In case of changes to the schedules of virtual or in-class sessions, the company will inform the learners in advance of the modifications in course schedule or venue.



#### 11- Practical Courses (Virtual or In-Class Sessions)

- Practical courses, whether conducted in class or virtually, involve teaching practice, therefore, a minimum number of trainees is required to ensure effectiveness, interactivity and engagement.
- You understand and accept that you must attend the class on time.
- If a learner arrives 30 minutes late to the class, the Course Tutor may not allow the trainee into the class as their attendance will distract other learners and affect the training progress. In this case, the learner will have to contact Customer Support at <a href="mailto:support@teflwonderland.com">support@teflwonderland.com</a> to reschedule and will have to pay the rescheduling fees.
- If the learner arrives one hour after the start of the class, they will not be allowed into the training session and will not be eligible for a refund.
- The learner accepts that the date of the courses is subject to change if the number of students is insufficient for the start of the training. The course schedule posted on the website should be treated by the learner as a tentative schedule rather than a fixed contractual term and obligation.
- If the learner receives no notification from the company that the date or timing of the course will be changed, the course will be delivered on the time announced on the website.
- Teaching practice may be recorded for training purposes and may be used in online or virtual trainings for class observation or assessments. The Course Tutor will confirm that trainees consent to appearing in the teaching practice videos. Unless communicated to the company in writing before the training session or verbally during the session, all learners accept that a video recording can take place during teaching practice sessions and that the recorded materials are the sole property of the company.
- If the recorded materials will be used by the company for other purposes, such as marketing or research, the company will ask learners beforehand and confirm learners' agreement through signing a consent.
- During virtual sessions, all trainees are requested to turn on their cameras and to participate in discussions and activities.

#### 12- Prices and Payment

All offerings have list prices. From time to time, prices may be changed (permanently or for a limited time). TEFL Wonderland-Brilliant Minds reserves the right to change any of its offering prices at any time and update the company website accordingly. The user should review the price and the Terms and Conditions before purchasing any products or services.



 TEFL Wonderland does not store or process any personal financial information (such as debit or credit cards). An internationally trusted secure payment partner (such as Woo Commerce and PayPal) will be responsible for the processing of any payments.

#### 13- Customer and Tutor Support

- TEFL Wonderland-Brilliant Minds is committed to supporting learners and guiding them towards achieving their goals. Support will be provided during specified or regular business hours via e-mail (<u>support@teflwonderland.com</u>), chat, telephone and video conferencing.
- All such services shall be provided to contracted customers and enrolled students and shall be made on a reasonable commercial efforts' basis, depending, inter alia, on the severity level of the technical issue reported to us.
- Our professional front-line support team and our Tutor Support experts will do their best to extend their assistance to you on a timely basis.
- Users can also submit a support ticket using TEFL Wonderland Brilliant Minds' Support Platform.

#### 14- Virus Notice

- A "virus" is a computer program or a code or portion of a computer program, which is intentionally created and programmed to cause damage to, corrupt, hinder, crash, tie up, or otherwise create negative effects on the user's computer system. As you know, viruses do occur and are somewhat prevalent. As such, you, the user must take affirmative steps to assure that you and your computer system are appropriately protected against viruses.
- This website serves as a conduit for information. Certain documents and programs may be downloaded through this site. The owners and operators of this site are not responsible for any computer viruses which may be present in any of the items obtained from or through this site.
- Users are completely responsible for performing anti-virus screening and verification of all files obtained on or through this site. Currently updated anti-virus screening software is highly recommended.
- The owners of this site will not intentionally or willfully transmit files that they know to contain viruses. However, portions of this site serve as a bulletin board repository of files that are uploaded by users. We do not take steps to check any such files for viruses. You assume complete responsibility to do so.
- As a user of this site, you agree to immediately notify us of any files that you download that you believe contain viruses.



#### 15- Termination

- Terminating this contract can be initiated by the company or by the customer.
- Termination can be at any time, in response to a specific incident, and it has specific consequences in each case.
- If the contract is terminated, the learner will not be eligible for any type of certificate.
- If the contract is terminated, the user may or may not be eligible for a refund depending on each case.
- If the company initiates the contract termination, the company will inform the learner by email.
- If the learner wants to initiate the contract termination, they can do so by sending an email to: <a href="mailto:support@TEFLWonderland.com">support@TEFLWonderland.com</a>.

#### Termination can take place in the following cases:

- The customer can request a contract termination if they have changed their mind the contract will be terminated immediately upon their request. For refund requests, please refer to the Refund Section in this agreement.
- If the company suspends the course delivery for a long period of time (one month for online courses and 3 months for in-class courses, due to circumstances that are beyond the company's control), the learner may decide to wait or to terminate the contract and request a refund.
- For online courses, the contract will be terminated if the company is unable to reach the learner, or if the learner stops responding to the company's correspondences for a period of 30 calendar days or till the course expiration date (whichever is nearest).
- The company will terminate the contract in case the learner is proved to have committed an incident of plagiarism or malpractice.
- The company will terminate the contract if the learner has not adhered to the Terms and Conditions of this contract and all related company policies.
- If the learner fails to provide the company (within a reasonable time following the company's request) with information and documents to prove the learner's identity, this contract will be terminated and the learner will not be eligible for refund.
- If the learner fails to provide the company (within a reasonable time following the company's request) with a certified English Language proficiency test result to prove that they meet the requirements for passing a TEFL certification course, this contract will be terminated, the course result will be failure, and the learner will not be refunded.



The company will terminate the contract if the learner disrupts the course, is abusive to tutors or other learners, or is likely to cause damage to the company assets (such as property, communication methods, learning management system, website, teaching materials, etc.).

#### 16- Monitoring

- TEFL Wonderland-Brilliant Minds maintains ownership over all its technology and all data and digital content created, sent, received, recorded, or stored on or using company technology.
- Subject to compliance with applicable laws, the company reserves the right to inspect, access, audit, monitor and/or record users' use of and access to company technology and any information accessed, created, modified, recorded, stored, sent, received, copied, manipulated or otherwise handled in any way, by or through any company technology, at any time, in its sole discretion, without notice to any user.
- These actions will be performed only as reasonably necessary to ensure compliance with this
  agreement, to detect and prevent disclosure, loss or theft of confidential information, or
  other misconduct.
- These actions will also be performed to conduct investigations into suspected inappropriate or unlawful activity, to meet legal disclosure, data protection, and other compliance requirements.

#### 17- Control

- The company reserves the right to implement controls in respect to company technology at any time in its sole discretion where it is deemed necessary to protect the security of the company technology, confidential information, personal information or other assets. Users should not block, uninstall or otherwise interfere with such controls.
- Users must maintain basic controls to prevent company technology assets from being misused or stolen, and to avoid potential security breaches, leaking of confidential or personal information.
- Users must maintain the confidentiality and exclusive control of authentication credentials (username, password, Student ID, etc.) used to access the company technology. Credentials must not be shared with others at any time or left in a place where an unauthorized person might find them. If a user has a reason to believe that their password has been compromised or discovered by another person, the user must immediately change their password.
- Users must maintain the confidentiality of their communication with the company, their submitted assignments, Course Tutor's feedback, grades, etc.



- Any breach of this contract will be treated with the utmost seriousness and will result in immediate contract termination. The company reserves the right to revoke access to, or use of, any or all of the company technology at any time in its sole discretion for any user not adhering to this contract. The user will not be eligible for a refund and may be subject to legal liabilities.
- Users must immediately notify the company of any suspected breach of this contract at <u>compliance@teflwonderland.com</u>. The company will investigate any reasonably suspected breach of this contract promptly and impartially.
- Users are expected to cooperate with incident investigations, including any federal or state investigations.
- Users are expected to respect and comply with all legal protections provided by patents, copyrights, trademarks, and intellectual property rights for any software and/or materials viewed, used, or obtained through access to TEFL Wonderland-Brilliant Minds' technology and resources.
- Users must comply with this agreement, all applicable laws, rules, and regulations in connection with the use of TEFL Wonderland-Brilliant Minds' technology. Any material, act, or conduct that, in our judgment, violates this contract in any manner, will result in suspension or termination of this contract, and removal of user's account (with no refund and with or without notice).

#### 18- Blogs, Chat Rooms and Discussion Boards

By entering and participating in TEFL Wonderland – Brilliant Minds' blogs, chat, or discussion boards ("**Chat Room**") you agree to the following contractually binding terms and conditions:

- You enter and participate in the Chat Room and gain access to the materials contained thereon at your own risk.
- We may not be able to monitor or screen all communications on the Chat Room, and we assume no responsibility for any material that any Chat Room participant posts.
- We do not make any representations or warranties as to the truth or accuracy of any statement made or materials posted on or through the Chat Room.
- You agree and acknowledge that you assume the responsibility of any actions you take in reliance upon the information that may be contained in the Chat Room.
- We do not endorse or lend any credence for any statements that are made by any participant in the Chat Room.
- You are fully responsible for your own statements and materials that you post in the Chat Room and any consequences, whether or not foreseen, to any party who may rely upon these



statements. You agree that you will not take any action directed towards attempting to hold us responsible for any such materials or statements.

- Any opinions or views expressed by Chat Room participants are their own. We do not endorse or support or otherwise give any credence or reason for reliance on any such statements or opinions.
- In the event that we are notified by any party that any communications contained in the Chat Room are contrary to these terms of Chat Room access, we may, but are not obligated to, investigate the situation and determine in our own discretion, whether to remove such communication from the Chat Room. We have no liability or responsibility to investigate or remove any content from the Chat Room based upon a complaint or otherwise.
- As a participant in the Chat Room, you agree that we may remove any materials from the Chat Room for any reason, in our sole discretion, or for no reason at all. This includes material that is disruptive, abusive, offensive, illegal, vulgar, pornographic, or any other material. You hold us harmless from and against any damage you or others may suffer as a result of our removal of any content from the Chat Room or from the discontinuance of the Chat Room at any time.
- We have the right to remove, expel, or disqualify any party from participation and access to the Chat Room at any time, for any duration, for any reason, or for no reason whatsoever, in our sole and absolute discretion. This includes, but is not limited to, any violation of this agreement, disruptive behavior, complaints from other parties, any allegedly illegal activity, or for any other reason or for no reason at all.
- We reserve the right to terminate the Chat Room at any time, and all users hold us harmless from and against any claims, damages, suits, threats, demands, liabilities, actions, causes of action, or injuries that may result therefrom, including but not limited to any consequential, incidental and special damages of every nature and type.
- You agree that you will not (i) use the Chat Room for any illegal purpose, (ii) place any material in the Chat Room that violates the copyrights, trademarks, trade secrets, confidential information or other rights of any other party, (iii) place any material in the Chat Room that contains a false statement about any person, infringes upon the privacy rights of any other person, or threatens, harasses, abuses or embarrasses any other person, (iv) place any obscene, pornographic, sexually explicit or violent materials, graphics, photographs, text or otherwise in the Chat Room, (v) place any advertising, attempted business solicitation, marketing materials or sales promotional materials in the Chat Room, (vi) pretend to be another person that you are not, (vii) place materials in the Chat Room that are disruptive or off-topic.
- By accessing the Chat Room and placing any information in the Chat Room, you hereby grant
  us a perpetual, irrevocable, royalty free license in and to such materials, including but not
  limited to the right to post, publish, transmit, distribute, create derivative works based upon,



create translations of, modify, amend, enhance, change, display and publicly perform such materials in any form or media, whether now known or later discovered.

- You grant to others who access the Chat Room a perpetual, non-revocable, royalty free license to view, download, store and reproduce your postings, but such license is limited to the personal use and enjoyment of such other party accessing the Chat Room.
- You abide by the law, website rules, general ethics, company policies, including Data Privacy and Acceptable Use Policy.

#### 19- Accessibility Disclaimer

- TEFL Wonderland Brilliant Minds strives to ensure that its services are accessible and invests on ensuring that its website is made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence.
- TEFL Wonderland Brilliant Minds continues its efforts to constantly improve the accessibility of its technology in the belief that it is our collective moral obligation to allow seamless, accessible and unhindered use also for those of us with disabilities.
- Despite our efforts to make all pages and content fully accessible, some content may not have yet been fully adapted to the strictest accessibility standards. It is an ongoing effort to continually improve and remediate accessibility issues. TEFL Wonderland Brilliant Minds regularly scans its website with accessibility scanners to identify and fix every possible accessibility barrier. For reasonable adjustments or special requests for accessibility, please send email to <a href="mailtosupport@teflwonderland.com">support@teflwonderland.com</a>.

#### 20- Force Majeure

■ TEFL Wonderland – Brilliant Minds shall not be liable for any failure to perform any obligation under this Agreement which is due to an event beyond its control including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of the company control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen.

#### 21- Waiver

 Failure of either Party to insist upon strict performance of any provision of this Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the

## TEFLWONDER!AND

## **Terms and Conditions**

obligations under this Agreement. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such.

#### 22- Non-Transferable

 User's right to use their purchased product, service, offering and technology is not transferable and is subject to any limits established by the company.

#### 23-Indemnity

The user shall defend and indemnify the company and holds the company harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), relating to any acts by the user or materials or information transmitted by the user in connection with the company technology, leading wholly or partially to claims against the company or its technology by other users or third parties, regardless of the type of claim or the nature of the cause of action.

#### 24- Communication

- All communications between parties about the contract should be in writing (via emails).
- Communications shall be deemed to have been received at the time of transmission.
  - a. Company contact: Contract@TEFLWonderland.com
  - b. User contact: the user's email in the company records, which is entered by the user during registration.

#### 25- Assignment

 TEFL Wonderland-Brilliant Minds may assign the contract, or part of it, to any party, company or person.

#### 26- Refund

- As per the generally accepted practices for consumer rights, for all types of courses, you can request cancellation of the course and terminating your contract with us. You may be eligible for refund based on the situation, your refund rationale, and the decision of our management.
- If you want us to assist you in your refund decision, please email us at: <u>Support@TEFLWonderland.com</u>. Otherwise, please request a refund by sending an email to: <u>Refund@TEFLWonderland.com</u>.



- In some circumstance and based on the management decision, we may consider a partial refund.
- The refund process may take up to 14 calendar days using the same method of payment used in purchasing the course.
- For classroom or virtual courses, the maximum allowed period for a refund is 2 weeks before the course launch or 30 calendar days from the course purchase date (whichever is less).
- For online TEFL courses, the maximum allowed period for refunding is 14 calendar days from the course purchase date. You will be eligible for a refund request under the following conditions:
  - a. You had not actively used the course.
  - b. You did not progress in any of the course question banks, practices, or tasks.
  - c. You did not stream or download any of the course digital materials, documentation, e-books, assignments, etc.
- In case we suspended the course for all learners (irrelevant to a specific learner case) for a
  period of three months for a classroom course (or one month for an online course), we will
  offer you alternative(s) or you will be eligible for a refund.
- We may request information about your birth date, gender, current location, recent photo, ID, proof of English proficiency, etc. Failure to provide these data in reasonable time will delay, and in some cases cancel, your contract with us with no liability on us, and you will not be eligible for refund.

#### 27- Limitations of Liability and Disclaimers of Warranty

- The company offerings, technologies, products, services and systems are provided "as if", and the company makes no warranties, express or implied, as to the merchantability, fitness for a particular use or purpose, title, non-infringement or any other warranty, condition, guaranty, or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein.
- TEFL Wonderland Brilliant Minds accepts no liability, nor shall it have any liability whether
  in contract, tort, under statute or otherwise, for any loss, damages, costs or liabilities arising
  from or connected with the usage of the company technology.
- Whilst TEFL Wonderland Brilliant Minds has taken all reasonable care in the preparation of its products, it makes no representation or warranty, express or implied, as to the accuracy of the information included in its products.
- Neither TEFL Wonderland-Brilliant Minds nor the Awarding Organization accepts any legal responsibility or liability for any errors or omissions from the products or the consequences thereof. In case the customer has noticed any mitigating circumstances which they feel



should be taken into consideration, they can contact TEFL Wonderland-Brilliant Minds at <a href="mailto:Support@TEFLWonderland.com">Support@TEFLWonderland.com</a>.

- There are no warranties of any kind made with respect to the files downloaded from or through the site. All warranties, express or implied, including but not limited to, any warranty or merchantability or fitness for a particular purpose, are hereby disclaimed.
- The owners and operators of this site shall not be responsible for any incidental, consequential or special damages, whether foreseen or foreseeable, or whether they have been informed of the possibility thereof and take no actions to prevent the same.

#### 28- Acknowledgment

 This Agreement represents the entire understanding and relationship between the parties regarding the contracted product or service and supersedes any prior statements or representations.

#### 29- Jurisdiction, Litigation and Governing Law

- These terms and conditions are governed by and construed in accordance with the Canadian law and are subject to the exclusive jurisdiction of Canadian courts.
- Each of the clauses of this Agreement operates separately. If a court finds part of this contract illegal, the rest will continue in force.
- Any action arising out of this agreement shall be litigated and enforced under the laws of Canada. Any legal action pursued by any party shall be within the exclusive jurisdiction of the courts of Canada.

#### **30- Amendments**

The company reserves the right, in its sole discretion, at any time, and without prior notice to:

- Change its pricing scheme, price list, or offering discounts,
- Stop offering, discontinue, or replace any product or service in its offering list
- Edit, add new, update or delete any information or content appearing on its website
- Refuse offering or selling any of its products or services to any user,
- Any change will be announced and published on the company website. In some circumstance, the company will communicate the change to the contracted customers.
- The company may amend this contract accordingly (if required). Modification of this contract
  will be deemed effective upon publication on the company website with respect to
  transactions occurring after the amendment date.

# TEF LWONDER LAND BRILLIANT MINDS

## **Terms and Conditions**

#### 31- Appendices

- Extension Policy
- Acceptable Use Policy
- Privacy Policy
- Cookies Policy
- Diversity and Inclusion Policy
- Course Improvement Policy
- Malpractice and Maladministration Policy
- Complaints Policy
- Appeals Policy