

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.wtetworks.com** (the "Site"). This Site is owned and operated by Koren Marie Wise. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Koren Marie Wise and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **User Contributions**

Users may post the following information on our Site:

- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Services**

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Training and Consulting.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **User Goods and Services**

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card; and
- PayPal.

When you provide us with your payment information, you authorize our use of and access to the

payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Refunds**

### **Refunds for Services**

We provide refunds for services sold on our Site as follows:

#### **- Training**

1. All tuition and fees paid by the participant shall be fully refunded, less a \$25 processing fee, if requested within seven (7) business days after signing up for a course and before classes start.
2. Cancellation requests received up to three (3) business days before classes start will receive a 50% refund, less a \$25 processing fee.
3. Cancellation requests received 24 hours or less before classes start or participants who fail to appear for class will be billed for the full class.
4. Participant cancellation requests received after classes start are non-refundable.
5. Tuition fees paid for an enrollment application that is rejected by Wise Technical Innovations prior to class starting, shall be fully refunded, minus a \$25 processing fee.
6. No shows and cancellations not made within the specified cancellation period will incur the full cost of tuition.
7. All refunds shall be returned within thirty (30) days, or one billing cycle, through the same manner of initial payment, minus a \$25 processing fee.
8. To request a refund, submit an email request to [training@wtinetworks.com](mailto:training@wtinetworks.com).

#### **4.1.2. For Self-Paced or On-Demand Classes Purchased Through WTI's LMS Platform**

1. Due to the digital nature of the training course, we are unable to provide refunds on any purchases. In most cases you have paid for services and/or products and seen the results of using them and received profit from the efforts or deployment and usage of licensed, online products or services.
2. If you do not see a return on investment (ROI) that was promised, Wise Technical Innovations LLC will do everything in its power to ensure that the lack is made up to you in some way. If you are still not satisfied, submit an email request to [training@wtinetworks.com](mailto:training@wtinetworks.com) to request a refund.

3.Accounts cancelled/terminated by Wise Technical Innovations LLC for violating our terms of service, such as spamming or similar violation, do not qualify for a refund.

### Consulting

1. All fees paid by the participant shall be fully refunded, less a \$25 processing fee, if requested within seven (7) business days after signing up for a consultation session.
- 2.Cancellation requests received up to three (3) business days before a consultation session start will receive a 50% refund, less a \$25 processing fee.
- 3.Cancellation requests received 24 hours or less before a consultation session start or participants who fail to appear for a consultation session will be billed for the full session.
- 4.Participant cancellation requests received after a consultation session start are non-refundable.
- 5.Fees paid for a consultation session that is rejected by Wise Technical Innovations prior a consultation session starting, shall be fully refunded, minus a \$25 processing fee.
- 6.No shows and cancellations not made within the specified cancellation period will incur the full cost of the consultation session.
- 7.All refunds shall be returned within thirty (30) days, or one billing cycle, through the same manner of initial payment, minus a \$25 processing fee.
- 8.To request a refund, submit an email request to [protect@wtinetworks.com](mailto:protect@wtinetworks.com).

### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

### **Limitation of Liability**

Koren Marie Wise and our directors, officers, agents, employees, subsidiaries, and affiliates will not be

liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Koren Marie Wise and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the Commonwealth of Virginia.

**Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Koren Marie Wise are unable to resolve any dispute through informal discussion, then you and Koren Marie Wise agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Koren Marie Wise. The costs of any mediation or arbitration will be shared equally between you and Koren Marie Wise.

Notwithstanding any other provision in these Terms and Conditions, you and Koren Marie Wise agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(757) 676-2205

koren@wtinetworks.com

9570 27th Bay Street

You can also contact us through the feedback form available on our Site.

Effective Date: 23rd day of May, 2022