

Wise Cosmos Educational Initiative

Terms and Conditions of Service

Effective date: March 20, 2019

Overview

Wise Cosmos Educational Initiative (“WCEI”, “we”, “us”, and “our”) operates the WiseCosmos.org website (hereinafter sometimes referred to as the “Service”). Wise Cosmos Educational Initiative is a United States 501(c)3 educational nonprofit corporation.

This document informs you of the rules you must agree to abide by to use the Service.

WCEI offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices described in this document. Unless otherwise defined herein, the terms used in this Terms and Conditions have the same meanings as in our Privacy Policy and Return Policy, accessible from WiseCosmos.org.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site content, including without limitation users who are contributors, visitors, customers, vendors, and/or merchants.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new content, features, tools, or services which are added to the website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this webpage. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued access to and use of the website following the posting of any changes constitutes acceptance of those changes.

Section 1 – Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province or country of residence, or that you are the age of majority in your state or province or country of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms, viruses, malware, or any other type of code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content and personal information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, access to the Service, or any contact on the website through which the service is provided, without express written permission by WCEI.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness, Timeliness, and Availability of Information

WCEI strives to present information that is accurate, complete, and timely. We welcome corrections of fact, additional on-topic context, and references to pertinent supplemental source materials. We also appreciate when our typos and garbled grammar are gently pointed out to us. You may notify us of such things by sending an email to WiseCosmos@wisecosmos.org.

We try to quickly correct factual errors. We will make note of or highlight updated information when that is appropriate. When we become aware that facts are in dispute, we may acknowledge our awareness of the dispute when doing so is pertinent, relevant, necessary, or in alignment with the intent of the original content and/or purposes of the website.

This site may contain the analyses, assumptions, beliefs, conceptualizations, conclusions, conjectures, convictions, deductions, discernments, discoveries, guesses, hypotheses, imaginations, impressions, inferences, insights, inspirations, intuitions, judgments, observations, opinions, perceptions, perspectives, presumptions, presuppositions, questions, research, sentiments, theories, understandings, viewpoints, and worldviews of its contributors, visitors, customers, vendors, and/or merchants. All such expressions and articulations are those of the authors and do not necessarily represent or reflect the views, understandings, positions, or policies of WCEI.

All who contribute content to the website are free to submit their own opinions and perspectives because the website is a forum to share and obtain information. However, WCEI is not obligated to publish or make otherwise available any content offered or submitted to the website. WCEI is also not obligated to continue making available any content previously published. Any person who provides content to WCEI, or accesses and utilizes content made available by WCEI, expressly agrees to all provisions within this Terms and Conditions of Service.

We are not responsible if information made available on this website is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions or taking action without consulting primary, comparative, alternative, more accurate, more complete, or more timely sources of information. Any reliance on the contents of this site is at your own risk.

We reserve the right to modify the contents of this site at any time, without notice or explanation, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

All website content and Services are provided for information and reference use only, and in no way shall be interpreted or construed to create any warranties of any kind, either express or implied.

Section 4 – Modifications to the Service and Prices

Prices for our products are subject to change without notice. Refunds and returns are subject to the provisions of the WCEI Return Policy.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. References to any content, product, or Service as “permanent” is to be understood and construed by the denotative rather than connotative dictionary definition: “intended to exist or function for a long, indefinite period of time.”

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of any content, product, or Service.

Section 5 – Services or Products

Certain services or products may be available exclusively online through the website and/or may only be available in limited quantities. Services and products are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the images and colors of our products. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our services and products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any service or product that we offer. All descriptions of services, products, and pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any service or product at any time. Any offer for any service or product made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, content, or other material purchased or obtained from us by you will meet your expectations, or that any errors in the Service will be corrected.

Section 6 – Accuracy of Billing and Account Information

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we may attempt to notify you by contacting the email, billing address, and/or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

For more detail, please review our Returns Policy.

Section 7 – Third-Party Links

Certain services, products, and content available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy – and we do not warrant and will not have any liability or responsibility for – any third-party websites, services, products, content, or for any other materials, tools, or resources of third-parties.

We are not liable for any harm or damages related to the purchase or use of services, products, goods, content, resources, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party services and products should be directed to the third-party.

Section 8 – Optional Services, Tools, Resources, and Content

We may provide you with access to optional third-party services, tools, resources, and/or content which we neither monitor nor have any input or control over.

You acknowledge and agree that we provide access to such services, tools, resources, and content “as is” and “as available” without any warranties, representations, or conditions of any kind, and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party offerings.

Any use by you of optional services, tools, resources, and/or content offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which such offerings are provided by the relevant third-party provider(s).

Section 9 – User Comments, Feedback, and Other Submissions

If you, of your own volition or at our request, send specific submissions (e.g., contest entries) or contribute comments, affirmations, corrections, creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, violates any party’s intellectual property or these Terms of Service, or is otherwise objectionable.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, pornographic, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 10 – Personal Information

Your submission of personal data or information through the website or store is governed by our Privacy Policy, which may be viewed on our website at: WiseCosmos.org/privacy.

Section 11 – Errors, Inaccuracies, and Omissions

Occasionally there may be information on our website or in the Service that contains typographical, verbal, or pictorial errors, inaccuracies, or omissions that may relate to service and/or product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specific update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, state, or local regulations, rules, laws, or ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent, or warrant that your use of our Service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of our Service will be accurate or reliable.

You understand and agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties, or conditions of any kind, either express or implied, related to merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Wise Cosmos Educational Initiative, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 14 - Indemnification

You agree to indemnify, defend, and hold harmless Wise Cosmos Educational Initiative and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 15 - Severability

If any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 16 – Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 17 – Entire Agreement

The failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on our website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party/parties.

Section 18 – Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Reno, Nevada, United States.

Section 19 – Changes to Terms of Service

You can review the most current version of the Terms of Service at any time at this page:
WiseCosmos.org/terms

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 20 – Contact Information

If you have any questions about these Terms and Conditions, please contact us:

- By email: WiseCosmos@wisecosmos.org
- By visiting this page on our website: WiseCosmos.org/terms