

Terms of Service

1. Acceptance of Terms

Ergo Productions (program Ergobreak 4 kids) provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. When using particular Ergo Productions services, you and Ergo Productions shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. Description of Service

Ergo Productions currently provides users with a service Ergobreak 4 kids, a pause and stretch break reminder program. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Ergobreak 4 kids services, shall be subject to the TOS. You understand and agree that the Service is provided "as-is" and that Ergo Productions assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

3. Your Registration obligations

In consideration of your use of the Service, you agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data")

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ergo Productions has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ergo Productions has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. Membership and Billing

Family Memberships

You can find the specific details regarding your membership with IXL at any time. Simply sign in to your Ergobreak 4 kids parent account, Ergobreak 4 kids teacher account or Ergobreak 4 kids schools account, go to the Membership tab, and click Manage your account.

a. Billing

By starting your Ergobreak 4 kids membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the type of membership (monthly or yearly) you chose during registration. You agree that we are authorized to charge you the membership fee at the then-current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with notice. As used in these Terms of Service, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your Ergobreak 4 kids parent account, ErgoBreak 4 kids teacher account, Ergobreak 4 kids school account go to the Membership tab, and click Manage your account to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by e-mail. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Account management page. To access your Account management page sign in to your Ergobreak 4 kids parent account, Ergobreak 4 kids Teacher account, Ergobreak 4 kids school account, go to the Membership tab, and click Manage your account. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

b. Ongoing Membership

Your Ergobreak 4 kids membership will continue in effect unless and until you cancel your membership or we terminate it. You must cancel your membership before it renews each billing period in order to avoid billing of the next membership fee to your Payment Method. We will bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

c. School Fundraiser

After all the parents of the school have started their Ergobreak 4 kids parent membership, the 5% of sales will be calculated and given to the school by each school's agreed payment method.

The school will have period of 2 weeks to get all their parents to start their membership with anytime thereafter the Ergobreak 4 kids parent members will be considered a single membership with no fundraising benefits to the school.

d. Holds

You may place a monthly membership on hold at any time, and the hold will take effect at the start of your next billing cycle. When the hold period has ended, your membership will resume and we will automatically bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information).

You may cancel a hold status at any time by clicking the words "Remove hold" on your Account management page. When you cancel a hold period, your membership will resume immediately and we will automatically bill the membership fee at the then-current rate plus any applicable tax to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information).

d. Cancellation

You may cancel your Ergobreak 4 kids membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your parent account and click the words "Cancel membership" on your Account management page. Follow the instructions for cancellation under the heading "Cancel Membership."

5. Ergo Productions Privacy Policy

Registration Data and certain other information about you is subject to our [Privacy Policy](#).

6. Member Account, Password and Security

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account.

You agree to (a) immediately notify Ergo Productions of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Ergo Productions cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

Ergobreak 4 kids accounts may not be shared by more than one person unless express authorization is given by Ergo Productions.

7. Member Account

You understand that all information including but not limited to data, text, software, photographs, graphics, illustrations, artwork, video, music, sound, messages, names, logos, trademarks, service marks and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Ergo Productions, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available via the Service. Ergo Productions does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Ergo Productions be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, transmitted or otherwise made available via the Service.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

8. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the Australia or the country in which you reside.

9. Indemnity

You agree to indemnify and hold Ergo Productions, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due

to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

10. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

11. Modifications to Service

Ergo Productions reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that Ergo Productions shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

12. Termination

You agree that Ergo Productions, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if Ergo Productions believes that you have violated or acted inconsistently with the letter or spirit of the TOS. Ergo Productions may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Ergo Productions may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that IXL shall not be liable to you or any third-party for any termination of your access to the Service.

13. Links

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because Ergo Productions has no control over such sites and resources, you acknowledge and agree that Ergo Productions is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content,

advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Ergo Productions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

14. Ergo Productions Proprietary Rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Ergo Productions or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Ergo Productions grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Ergo Productions for use in accessing the Service.

Furthermore, you understand that the Content is protected by copyright and other laws in both Australia and elsewhere. Under the terms of this agreement, it is expressly forbidden to distribute the Content or any portion thereof by any means, including but not limited to electronic and print, to any person or entity who does not have a valid account. Ergo Productions reserves the right to cancel your organization's license without refund if it is determined that you have violated this portion of the agreement.

15. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ERG PRODUCTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. ERGO PRODUCTIONS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ERGO PRODUCTIONS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

16. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ERGO PRODUCTIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ERGO PRODUCTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

17. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 16 MAY NOT APPLY TO YOU.

18. Trademark Information

Ergo Productions is a registered trademark.

19. General Information

The TOS constitute the entire agreement between you and Ergo Productions and govern your use of the Service, superseding any prior agreements between you and Ergo Productions. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and Ergo Productions shall be governed by the laws of the Australia without regard to conflict of law provisions. The failure of Ergo Productions to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

Privacy Policy

Our Commitment to Privacy

Ergo Productions respects your right to privacy and this policy sets out how we collect and treat your personal information.

We know your personal information needs care, with how it is used and shared and we endeavour to do this carefully and sensibly.

“Personal information” is information we hold which is identifiable as being about you.

“Ergo Productions” is the company that created the “Ergobreak 4 kids” program. Both these names will be used in this policy.

1. What personal information we collect

We may collect the following types of personal information from you:

- name
- address
- phone number
- fax number
- information about the goods or services you have ordered
- information from enquiries you have made
- communications between us
- credit card information
- username and password

2. How we collect your personal information

We collect personal information from you in a variety of ways, including: when you interact with us electronically or in person; when you access our website; and when we provide our services to you.

3. Use of your personal information

We use your information to provide our service to you, the user, with a customized experience on our sites and a high level of technical support. We also use it to improve our service, to better understand and serve our users, for instance this information often gives us ideas for new products. Ergo Productions also uses this information to notify you of opportunities that we think you might be interested in.

We do not provide your information to third parties, except that we may provide your information to our business partners who assist us in the provision of our services to you. We do have links to other websites not owned or controlled by us. We are not responsible for these sites or the consequences of you going on to those sites.

4. Disclosure of your personal information overseas

We will not disclose your personal information to recipients in any countries overseas.

5. Security of your personal information

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

Your registered accounts are password-protected so that you and only you have access to any personal information you have entered in your account. You may edit your account information at any time by logging into your account and clicking the Account or Profile link.

For your protection, remember to log out of all accounts before closing your browser. There is a log out link available on most Ergobreak 4 kids pages. After logging out, make sure to close all browser windows. This is to ensure that others cannot access your personal information if you share a computer with someone else or are using a public computer.

We restrict access to personal information to Ergo Productions employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Because we are taking appropriate steps to protect your personal information, we are not liable for any unauthorised access to this information.

6. Access to your personal information

You may edit your account information at any time by logging into your account and clicking the Account or Profile link. We recommend that you review your personal information periodically to ensure that it is accurate, complete, and current.

If you have forgotten your password, go to the password request form. A new password will be sent to the e-mail address you specified during registration. For all other problems logging into Ergobreak 4 kids services, please contact technical support for that service.

Please contact technical support for further instructions about deleting or deactivating your account for any Ergobreak 4 kids service. Residual information will remain within our archive records.

7. How does Ergo Productions protect children's privacy?

Ergo Productions does not ask a child under age 13 for more personal information, as a condition of participation, than is reasonably necessary to participate in a given activity. Ergo Productions does not gather information on the ages of our users and will never knowingly share personally identifying information about users who are under the age of 13 with business partners or other third parties.

8. What are Cookies and how does Ergo Productions use them

As part of offering and providing customizable and personalized services, Ergo Productions uses cookies to temporarily store information about you. A cookie is a small file on your own computer containing a string of characters that uniquely identifies your browser. We use cookies to better display our website, to save you time, to provide better technical support, for advertising purposes, and to anonymously track website usage. For example, cookies help us to:

1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
3. Know your username when you submit a technical support request so that you don't have to type it in.
4. Advertise to potential customers on other websites around the web.
5. Anonymously track website usage in the aggregate to help improve our services.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign in) may not function properly if your cookies are disabled.

9. What are my choices regarding collection, use, and distribution of my information?

Ergobreak 4 kids may, from time to time, send you e-mail regarding our products and services. Only Ergobreak 4 kids will send you these direct mailings. You can choose not to receive these e-mails by clicking the unsubscribe link in any e-mail or contacting help@ergobreak4kids.com.

You also have choices with respect to cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. However, if you choose to reject all cookies you will be unable to use the Ergobreak 4 kids service.

10. What else should I know about my privacy?

Please keep in mind that whenever you voluntarily disclose personal information online (for example on message boards, through e-mail, or in chat areas) that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

Some Ergobreak 4 kids services offer the option to show your name and e-mail address in various capacities. If you decide to show your name and e-mail address, you are making it available to others over the Internet.

11. Complaints about privacy

If you have any complaints about our privacy practices, please feel free to send in details of your complaints to the following **Ergo Productions PO BOX 2314, Carlingford NSW Australia.**

We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

12. Changes

Please be aware that we may change this Privacy Policy in the future. We will notify you about significant changes in the way we treat your personal information by placing a prominent notice on our websites.

If you have a question regarding this statement, or if a question was not addressed in this privacy policy, you may contact technical support help@ergobreak4kids.com. We will do our best to answer your question promptly and accurately.
