

Terms of Use

Effective Date: November 21, 2025

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We work constantly to improve our Site. As a result, we may need to update these Terms from time to time to accurately reflect our Services and practices, to promote a safe and secure experience with our Site and/or the Services, and/or to comply with applicable law. Company reserves the right to update, change or replace any part of these Terms by posting updates and changes to our Site. It is your responsibility to check this page periodically. Your continued use of our Site and/or Services after the posting of any changes serves as your acceptance of those changes.

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4. **Accessing the Site**

Users may access portions of the Site without registering. However, in order to access some portions of the Site and purchase Services, User will be required to register for an account and sign into the Site.

5. **Security of Your Account**

Your Account. If you create an account to register for our Services, you agree to provide truthful and complete information and to maintain the accuracy of the information associated with your registration throughout the term of the agreement. You further warrant that you are over 18 years of age and have the authority to enter into this agreement. You are responsible for maintaining the confidentiality of your account and password. As such, you must make efforts to safeguard your account. Use a strong password and limit its use to this account only. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

We care about the security of our Users. While we work to protect the security of your information and login account, we cannot guarantee that unauthorized third-parties won't be able to defeat our security measures.

You are responsible for all use of your account and for ensuring that access to and use of the account complies fully with these Terms. If you suspect your password has been compromised, You will need to promptly change it and notify us if possible unauthorized access has occurred on your account. Notwithstanding any notification you provide to us, you agree to take responsibility for all actions taken under your account or password by you and any third-parties including any abuse or unauthorized use.

Personal Information. If User uses the Site and creates an account to purchase or register for our Services, User may be asked to provide personally identifiable information such as your name, location, or email address ("Personal Information"). Please review our Privacy Policy which governs your submission of Personal Information through our Site to understand our practices.

We do not permit children under the age of 18 to register, make payment, or access the Services without the permission of a parent. Parents will be responsible for creating an account to register their child for the Services, providing payment, granting permissions requested by the Services, and allowing access to the Services.

Before a child may register or participate in our Services, we will require a parent to fill out an enrollment or intake form. These forms provide notice that we are seeking Personal Information regarding the child participating in the Services ("Minor Participant") and request permission from the parent to collect Personal Information regarding the Minor Participant. This Personal Information may include, but is not limited to, the Minor Participant's name, address, and age. The collection of Personal Information from Minor Participants is governed by our Privacy Policy. Please see **Our Commitment to Minor's Privacy** section of the Privacy Policy to learn more about our practices regarding Personal Information of Minor Participants.

6. Payment for Services

We currently use Activity Hero to support our Website and e-commerce platform and process your payment for our Services. All information obtained during your purchase or transaction for our Services and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected and retained by Activity Hero. Activity Hero is a third-party service provider. We have no responsibility or liability for the independent policies of Activity Hero. We do not collect any of your information for payment processing. Please review Activity Hero's terms of use at www.activityhero.com/pages/terms and Activity Hero's Privacy Policy at www.activityhero.com/pages/privacy which provide information about the practices of this third-party provider and how they handle the information you provide to them.

We may also use Square to process payment. We generally use Square to process payment for parties or trial classes offered through the Site. Please review Square's privacy policy at <https://squareup.com/us/en/legal/general/privacy> and their terms of use at <https://squareup.com/us/en/legal/general/ua> to learn how this independent third-party processes your information and payment.

You release us, our affiliates, and our payment processing companies from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase of Services through the Site.

You further acknowledge that we do not and cannot control any third party service provider's technology or actions and are not responsible for any cessation or interruption of the Services, compatibility with the Services, or any disclosure, modification, or deletion of your information, including but not limited to your Personal Information, arising from any exchange of your data that may occur between us and Activity Hero, Square, or other third-party providers as part of the Services.

7. Classes and Camps

Your participation in our in-person classes and camps is also subject to your agreement to the terms and conditions of the Camp and Classes Service Agreement located at: https://www.einsteinsworkshop.com/wp-content/uploads/2023/07/Einsteins_Workshop_Camp_and_Classes_Services_Agreement.pdf and our posted policies regarding participation located at: <https://www.einsteinsworkshop.com/policies/>.

Online Courses. Your participation in our Online Courses is also subject to your agreement to the terms and conditions of the Online Courses Agreement located at: <https://www.einsteinsworkshop.com/online-courses-agreement>.

When purchasing Services through the Website you are agreeing to the foregoing terms and conditions, including, but not limited to our policies regarding cancellation, refund, behavior and liability. Such rules and policies are hereby incorporated by reference into these Terms of Use.

Descriptions of Services. Although we strive to provide descriptions of our Services on the Website including but not limited to products, classes, camps and field trip descriptions that are as accurate as possible, we do not warrant that descriptions of any Services are accurate, complete, reliable, current, or error-free.

8. Prohibited Uses

By accessing or using the Site, and except as otherwise set forth in a separate written agreement signed by you and Company or to the extent such a restriction is prohibited by Law, you agree not to engage in the following "Prohibited Uses," directly or indirectly, including but not limited to:

- using the Site for any illegal purpose or in violation of any Law, including privacy laws and consumer protection laws;
- posting or transmitting through the Site any material that contains advertising or any solicitation with respect to products or services;
- copying, reproducing, modifying, adapting, translating, creating derivative works of, displaying, performing, broadcasting, synchronizing, publishing, selling, reselling, renting, leasing, licensing, loaning, timesharing, archiving, distributing, transmitting, or otherwise exploiting any portion of (or any use of) the Site or its content or otherwise making the Site and its content available to any third party except as expressly authorized herein;
- removing any copyright, trademark, or other proprietary rights notice from the Site;
- reverse assembling or reverse compiling or directly or indirectly allowing or causing a third party to reverse assemble or reverse compile the whole or any part of the software or any products supplied as a part of the Site or Services;
- framing or mirroring any portion of the Site and content, or otherwise incorporating any portion of the Site into any product or service;
- systematically downloading or storing the Site or any element thereof unless you have the required authorizations or releases;
- using any robot, spider, agent, script, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or otherwise gather any element of the Site, or reproduce or circumvent the navigational structure or presentation of the Site;
- performing any misleading, deceptive, fraudulent, or otherwise illegal activity, including impersonating any person or entity, claiming a false affiliation, or engaging in phishing or otherwise obtaining financial or other Personal Information in a misleading manner or for fraudulent or misleading purposes;
- selling, reselling, or otherwise transferring the access granted under these Terms, or any right or ability to view, access, or use the Site or our Services;
- harvesting or collecting Personal Information about Users of the Site, including any attempt to decipher any transmissions to or from the servers running the Site;
- accessing or using the Site for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes;

- using or assisting others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for the Services;
- accessing the accounts of other users of the Site without authority;
- interfering with, permitting unauthorized access to, contaminating, disrupting, disabling, erasing, harming, or otherwise impeding in any manner the normal and expected operation of the Site or parts thereof, any User's use or enjoyment of the Site or Services, or any software, network, equipment, or server connected to or used to provide the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, trap, backdoor, worm, Trojan horse, or other malicious code; (ii) intentionally consuming computer resources beyond what is required for your use of the Site in accordance with these Terms; (iii) using the Site to continually or repeatedly dial telephone numbers associated with free conference calls, free chat lines, or similar or related services; (iv) compromising the Site's security or capacity, degrading the Site's performance, or otherwise adversely impacting network service levels or legitimate data flows; (v) using applications which automatically consume unreasonable amounts of available capacity on the Site; (vi) using applications which are designed for unattended use, automatic data feeds, connections, or applications that are used in a way that degrades the Site's capacity or functionality; and (vii) misusing the Site, including through "spamming" or sending abusive, unsolicited, or other mass automated communications including, without limitation, those intended to disrupt or interfere with online meetings or services.

9. **Termination**

You agree that the Company may, without prior notice, immediately terminate, limit your access to the Site and/or your account, or suspend your account based on any of the following: (a) breach or violation of these Terms of Use; (b) upon request by law enforcement; (c) unforeseeable technical or security issues or problems; (d) extended periods of inactivity; or, (e) fraudulent, deceptive, or illegal activity, or other activity which we believe is harmful to this Website, the Company or its business interests. You agree that termination, limitation of access and/or suspension will be made in our sole discretion and that we shall not be liable to you or any third-party for the termination, limitation of access, and/or suspension of your account.

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

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User agrees to defend, indemnify, protect, and hold us harmless, including our subsidiaries, affiliates, and all our respective officers, agents, partners, and employees from and against any and all losses, damages, liabilities, claims, demands, costs, investigations, judgments, fines, penalties, settlements, interest and expenses including reasonable investigators', attorney and consultants' fees made by any third party caused by, relating to, arising out of, in connection with, or due to:

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*User's breach or alleged breach of these Terms of Use;

*any breach or alleged breach of your representations and warranties set forth in these Terms of Use

*User's violation or alleged violation of any laws or regulations;

*User's violation or alleged violation of the rights of a third party, including but not limited to intellectual property rights;

*any overt harmful act toward any other user of the Services with whom you connected while using the Website and/or Services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which User is required to indemnify us, and User agrees to fully cooperate, at your expense, with our defense of such claims. User agrees that the provisions in this section will survive the termination of your account, the agreement, or access to our Services. We will use reasonable efforts to notify User of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

13. Testimonials

From time to time, the Company may provide testimonials from clients and customers regarding the Services offered on the Site or by us. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on the Site. The views and opinions in any testimonials are those of the individuals expressing such views and opinions and are not those of Company. We will not be responsible or liable to any third-party for testimonials. Although these testimonials are truthful statements about the results or experiences of these clients and/or customers, the results or experiences of these clients and/or customers are not necessarily typical. Results will vary. You acknowledge and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or Services offered on the Site or by us.

Your Testimonials. By sending or providing a testimonial to us, you agree to assign to us all intellectual property rights in your testimonial, and we shall be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

14. Privacy

By using the Services, you consent to our processing of your information consistent with our Privacy Policy. Please review the Privacy Policy for a description of how we may collect and use your information, including Personal Information. The Privacy Policy is hereby incorporated into these Terms by reference and constitutes a part of these Terms.

15. Electronic Communications

When you visit our site or send e-mails to us, you are communicating with the Company electronically, and thus, consent to receiving such communications. Upon providing your name and email address, we will communicate with you by e-mail regarding our Services, upcoming promotions, invoices, changes to pricing or fees, termination of Services, and other information regarding Company or its third-party partners. You agree that all agreements, notices, disclosures and other communications that Company provides to you electronically satisfy any legal requirement that such communications be in writing.

16. Third-Party Links

Our Site may contain links to third-party websites, payment processors, advertisers, services, software components, special offers or other events or activities that are not owned or controlled by us. We don't endorse or assume any responsibility for any such third-party websites, information, materials, products or services. If you access any third-party website, services or content, from our Site, you do so at your own risk and you agree that we have no liability arising from your use of, purchase from or access to any third-party website, services, or content.

The inclusion of a link to any other website or resources is for your convenience only. Company has no control over the content of these outside websites and makes no representation as to the quality, suitability, functionality, or legality of these websites. Your use of these websites is entirely at your own discretion and risk. You agree that Company will not be held liable for any damages or claims arising from your use of these outside websites.

17. Third-Party Providers

By using our Website and Services, you consent to the Company sharing your information as necessary to enable third-parties' activities as outlined in our Privacy Policy. The sharing of your information with third-party providers is subject to their separate privacy policies and terms of use. By using our Website and Services, you indicate that you have reviewed the privacy policy and terms of use of our third-party services providers and agree to both.

You further acknowledge that the Company does not and cannot control any third party service provider's technology or actions and are not responsible for any cessation or interruption of the Services, compatibility with the Services, or any disclosure, modification, or deletion of your data arising from any exchange of your data that may occur between us and third party providers as part of the Services. You agree that Company will not be held liable for any damages or claims arising from the actions of these third-party providers.

18. Miscellaneous

Assignment. These Terms of Use and the rights, benefits and obligations contained herein are fully assignable by us and will be binding upon and inure to the benefit of our successors and assigns.

Jurisdiction and Choice of Law.

By visiting and using this Site and Eureka's Services, you agree that the laws of the Commonwealth of Massachusetts in the United States of America, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Company or its associates. You consent and agree that, without regard to principles of conflict of laws, all legal proceedings relating to the subject matter of this agreement shall be adjudicated within courts sitting within Massachusetts and that jurisdiction and venue shall be exclusively within these courts, except that, to the extent that you have in any manner violated or threatened to violate Company intellectual property rights, Company may seek injunctive relief or other appropriate relief in any state or federal court in the United States of America.

Entire Agreement.

This agreement, together with policies incorporated, represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent.

The parties agree that if any terms or conditions stated or referenced in other documents that relate to a specific service such as the Camp and Classes Service Agreement or the Terms & Conditions of Parties agreement contradict this agreement, the terms and conditions of those other documents shall take precedence for the specific services they govern.

Severability. If any provision of these Terms of Use is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

No Waiver.

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Questions/Contact Information.

Questions regarding our Terms of Use can be directed to us at info@einsteinworkshop.com.

Notice.

Any legal notices, including any notice of a claimed dispute, shall be sent to us by email at legal@einsteinworkshop.com. Notices to you will be sent by mail or by email to the addresses you provide when registering. Notices shall be deemed given on the day sent to the recipient.

Terms & Conditions for Parties

By purchasing a party through the Website, you are agreeing to the following Terms & Conditions which shall include the policies and information displayed on the Site at <https://www.einsteinworkshop.com/party-page/> and the specific details of your purchase which will be displayed on your invoice ("Invoice"). The Invoice will be provided to you by us upon our receipt of the party registration form which details the type of party you chose and the number of participants. Your payment of the Invoice constitutes your agreement to these Terms & Conditions. Please read your Invoice and these Terms and Conditions carefully before payment.

1. Party Options. Descriptions of the types of parties available, package and theme options, and costs may be found on the Website at: <https://www.einsteinworkshop.com/party-page/>. Although we strive to provide descriptions on the Site that are as accurate as possible, we do not warrant that descriptions of the parties on the Site are accurate, complete, reliable, current, or error-free.

2. Party Application. Users who wish to utilize our party services and purchase a party will fill out a party application. We use Google Forms to collect information in the party application. Google is a third-party service provider as outlined in our Terms of Use. You acknowledge and agree that we are not liable for any issues that may arise from your provision of information through Google Forms, including but not limited to, whether information is lost or communicated to us incorrectly affecting our provision of services during the party.

3. Price and Payment. The price of the party will depend on the theme and party selected as well as the number of child participants. The prices are as quoted on the Website, except in cases of obvious error. Our prices may change from time to time, but changes will apply only to parties that are confirmed after the changes are stated on our Website.

The price of your party will be indicated on your Invoice. Purchase shall be processed through Square as discussed in our Website Terms of Use. Applicable sales taxes will be included at checkout. You acknowledge and agree Square is a third-party service provider. We shall not be liable for payments made or processed through Square. You acknowledge and agree that we are not liable for any issues that may arise through your use of this third-party service provider including, but not limited to, whether payment is lost or not processed or whether the security of payment information is compromised.

Although we make reasonable efforts to provide accurate pricing information and party descriptions on the Website, pricing mistakes, typographical errors, omissions or other inaccuracies may occur. We reserve the right to correct such mistakes, errors, omissions and inaccuracies. We cannot guarantee that information displayed on the Website is 100% accurate. If a party is listed at an incorrect price or the party description is inaccurate, we have the right, in our sole discretion, to reject the purchase or party booking. In those circumstances, if your credit card has already been charged, we will issue a credit to your credit card within a commercially reasonable amount of time.

4. No Refunds. Unless otherwise specified in this agreement, payment for a party is non-refundable and fully earned upon receipt. If we are provided with reasonable notice of a legitimate need to reschedule by you, we may solely upon our discretion make commercially reasonable efforts to do so.

5. Disclaimers and Liability Limitation. We warrant to you that the party purchased from us through this Website will substantially conform with its description. We will use commercially reasonable efforts to provide the party in a timely and professional manner, and we will comply with all applicable rules and regulations in performing our obligations regarding the party you purchased.

EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, WE HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND DUE TO, ARISING FROM, OR IN CONNECTION WITH YOUR PURCHASE OF A PARTY. THIS WAIVER DOES NOT APPLY TO CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING FROM, DUE TO, OR RELATED TO OUR GROSS NEGLIGENCE, RECKLESS OR INTENTIONAL MISCONDUCT OR OUR VIOLATION OF APPLICABLE LAW.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY ARISING OUT OF A PURCHASE WILL NOT EXCEED THE PURCHASE PRICE OF THE PARTY. THIS WILL CONSTITUTE OUR SOLE LIABILITY, IF ANY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

6. Force Majeure. We will not be liable or responsible for any failure to perform or for any delay in performance of any of our obligations for a party that is caused by events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: an Act of God; natural disaster; act of war, terrorism, riot or invasion; the declaration of a State or Federal State of Emergency in the Commonwealth of Massachusetts; the issuance of an Executive, Judicial, or Legislative Order or Advisory, act or legislation which directly affects our ability to operate or perform under this agreement, including quarantines or other acts or actions related to a pandemic; strikes, lock-outs or other industrial action; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and impossibility of the use of public or private telecommunications networks.

Our performance obligations for a party are deemed to be suspended for the period that the Force Majeure Event continues. We will use commercially reasonable efforts to reschedule the party once the Force Majeure Event is resolved or provide a refund upon mutual agreement.