

TERMS AND CONDITIONS

This website is owned and operated by Coggin Memorial School. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors the opportunity to purchase vegetarian foods and school merchandise such as t-shirts from our school store. Families are also able to pay for their student's annual registration fees and monthly tuition to attend Coggin Memorial School. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

USE OF OUR WEBSITE

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

TERMS FOR PURCHASE OF OUR PRODUCTS AND SERVICES

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our products and/or services are listed on the website. We reserve the right to change our prices for our products and/or services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

RECEIPT OF PRODUCTS AND/OR SERVICES

Products are received via pick up at the school store. At this time Coggin Memorial School does not offer shipping.

All services are paid for the month in advance.

RETURN AND REFUND POLICY

For any undamaged product purchased at our school store, simply contact us within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) Services (i.e. registration fees and monthly tuition fees) are not eligible for return or refund.

RETENTION OF RIGHT TO CHANGE OFFERING

We may, without prior notice, change the products and/or services; stop providing the products and/or services or any features of the products and/or services we offer; or create limits for the products and/or services. We may permanently or temporarily terminate or suspend access to the products and/or services without notice and liability for any reason, or for no reason.

WARRANTIES AND RESPONSIBILITIES

Warranty does not apply to our services or products.

OWNERSHIP OF INTELLECTUAL PROPERTY, COPYRIGHTS AND LOGOS.:

The Products and/or Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Coggin Memorial School. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

RIGHT TO SUSPEND OR CANCEL USER ACCOUNT

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations.

INDEMNIFICATION

You agree to indemnify and hold Coggin Memorial School harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the products and/or services offered on the website.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall Coggin Memorial School, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, our products and/or services.

To the maximum extent permitted by applicable law, Coggin Memorial School assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our products and/or services; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

RIGHT TO CHANGE AND MODIFY TERMS

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our products and/or services after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the products and/or services.

PRIVACY POLICY

All information including

Promotional emails and content

Many countries require that you receive the consent of your users before sending them promotional messages. The form of such consent and the legal requirements vary from country to country and therefore we recommend that you seek legal assistance on this subject.

Sample:

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

It is important to define the laws and regulations under which the website and the business activities are acting. It is common to define the location of the courts that have jurisdiction over disputes between the website owner and any customer or user. Some Terms include provisions enforcing arbitration procedures as the sole dispute resolution mechanism. It is also possible to waive certain legal proceedings (such as a jury trial or class actions).

Sample:

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United States of America and the State of Texas,, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Corpus Christi. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Terms are expected to have contact information enabling users and customers to receive customer support services and to correspond with the website and its operators.

Contact us via email or telephone:

Store@cogginmemorial.org

361-991-6968

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

We collect such Non-personal and Personal Information for the following purposes:

- To provide and operate the Services;*
- To provide our Users with ongoing customer assistance and technical support;*
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;*
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;*
- To comply with any applicable laws and regulations.*

Our school website is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our school website adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our school website, or as otherwise necessary to contact you to enforce our User Agreement, applicable national

laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

Wix uses cookies for important reasons, such as:

- To provide a great experience for your visitors and customers.
- To identify your registered members (users who registered to your site).
- To monitor and analyze the performance, operation and effectiveness of Wix's platform.
- To ensure our platform is secure and safe to use.

The following links explain how to access cookie settings in various browsers:

- [Cookie settings in Firefox](#)
- [Cookie settings in Internet Explorer](#)
- [Cookie settings in Google Chrome](#)
- [Cookie settings in Safari \(OS X\)](#)
- [Cookie settings in Safari \(iOS\)](#)
- [Cookie settings in Android](#)

To opt out of being tracked by Google Analytics across all websites, visit this link:
<http://tools.google.com/dlpage/gaoptout>.