Last Modified: June 27, 2025

General Terms of Use

Acceptance of Terms: By using the Brick Lab website (the "Site") or enrolling in any of Brick Lab's programs or services, you agree to the following Terms and Conditions ("Terms").

Modification of Terms: Brick Lab reserves the right to update or modify these Terms at any time without prior notice. Continued use of the Site or services after changes constitutes acceptance of the revised Terms.

User Content: Any content submitted by users ("User Content") including photos, comments, or reviews may be used by Brick Lab for promotional, educational, or operational purposes. By submitting content, you grant us a perpetual, royalty-free license to use, modify, and share that content. We reserve the right to remove any content deemed inappropriate at our sole discretion.

Proprietary Rights: All materials on the Site, including images, videos, designs, and written content, are protected by intellectual property laws. Reproduction or use without express written permission is prohibited.

User Conduct: Users must not post or share material that is unlawful, offensive, or harmful. Brick Lab reserves the right to restrict access or remove content as necessary.

Disclaimer of Warranty: The Site and services are provided "as is" without warranty of any kind. Brick Lab does not guarantee the accuracy or reliability of any information provided.

Limitation of Liability: Brick Lab is not liable for any direct or indirect damages arising from participation in programs or use of the Site.

Indemnification: You agree to indemnify and hold harmless Brick Builds Co. (dba Brick Lab) and its staff from any claims or disputes arising from your participation or use of services.

Governing Law: These Terms shall be governed by the laws of California. Disputes will be resolved in Santa Cruz County through arbitration.

Program Terms – After School, Camps, Events & Memberships

Enrollment & Attendance:

- Programs are open to minors and adults, as specified in individual program descriptions.
- Enrollment is secured upon receipt of full payment.

- Regular attendance is encouraged. Excessive absences may result in the forfeiture of enrollment without refund.
- Missed classes or no-shows are not eligible for refunds, credits, or make-up sessions unless otherwise stated.

Memberships:

- Paid Memberships (Cubby, Monthly, Yearly) cover most programs, excluding camps.
- If a client cancels their membership before the final day of a multi-session program (e.g. after-school classes), they will be charged \$50 per session remaining after their membership expires.
- Enrollment in single-day events using a membership requires the membership to be active at the time of the event. If canceled beforehand, the client will be charged the regular non-member rate.

Late Enrollment & Prorating:

- Students may join after a program begins.
- Prorated rates are determined based on the number of sessions remaining and the overall length of the program, unless otherwise specified in the program description or Terms.
- Prorated rate for after-school programs is \$50 per 90-minute class.

Participation Policy:

- All of our programs and events include engaging, hands-on activities—often with a STEAM focus through lessons, guided builds, or creative challenges.
- Participation in these activities is encouraged but never required. We understand that not every participant will be in the mood to build or engage in structured play every day.
- For those who prefer a different pace, instructors offer alternative LEGO-themed activities such as coloring, books, or games. Quiet social time is also permitted at staff discretion.
- Our priority is creating a safe, positive space where children feel respected and supported—whether they're building a robot, reading a LEGO comic, or just taking a breather.

Support & Accessibility Policy

At Brick Lab, we strive to create an inclusive and supportive environment where all children can feel safe, welcome, and respected. However, we are not a therapeutic or behavioral intervention program, and we are not staffed or trained to provide one-on-one care or behavioral support.

- If your child requires an aide or additional support during the school day, we require that the same level of support be provided during their time at Brick Lab, at the family's expense.
- Aides must be adults (18+), non-family members, and must pass a fingerprinting/background check and provide TB clearance, also at the family's expense.

- If the aide is currently employed by the school district and has already passed the required background and TB clearances, we will waive this requirement with appropriate verification.
- The aide must be present for the duration of the program and must be approved by Brick Lab staff before attending.

This policy is designed to ensure the safety, well-being, and enjoyment of all participants while maintaining a positive and manageable environment for our staff and students.

Late Pick-Up Policy:

- All participants must be picked up promptly at the end of their scheduled program or event.
- A late pick-up fee of \$1 per minute may be charged for pickups more than 10 minutes after the scheduled end time, at the discretion of Brick Lab staff.

Cancellation & Refund Policy:

- 14+ days before program start: Full refund or credit
- 7–13 days before program start: 50% refund or 100% credit toward a future program
- Less than 7 days before program start or after program begins: No refund. Clients may request a 50% discount code toward a future program of equal or lesser value.
- All cancellations must be submitted in writing by email to info@svbricklab.com.
- Refunds or credits are issued only if the required notice is received.

Code of Conduct:

- All participants and parents/guardians are expected to treat instructors, fellow participants, and property with respect.
- Disruptive, unsafe, or disrespectful behavior—including aggressive language or actions—may result in dismissal from the program without refund.

Photo & Privacy Policy

Student Photos & Class Gallery:

- Weekly photos are taken during all programs and uploaded to an online gallery for families.
- Galleries are accessible to Site Members only.
- Photos may also be used in marketing, flyers, and social media.
- If a parent opts out of photo use, their child's image will not appear in the class gallery or any other media. This may limit communication regarding student work or projects.

Medical Consent:

• Parents authorize Brick Lab to provide emergency medical treatment if necessary. Staff will make every effort to contact the parent/guardian in case of an emergency.

Liability:

• Brick Lab is not responsible for lost or damaged personal belongings or injuries sustained during participation.

Loyalty Program – Brick Points

Eligibility:

- Only Site Members who are in good standing and have participated in a program may earn Brick Points.
- Brick Points are non-transferable, have no monetary value, and may only be redeemed for discounts on eligible programs or promotions as outlined on our website.

Referrals:

- Current clients receive 50 Brick Points for each eligible new client referral.
- Referred families must:
 - Be brand new to Brick Lab
 - o Inform us of the referral during enrollment or within 7 days
 - o Become Site Members
 - o Complete a paid program in full
- Brick Points may be rescinded if requirements are not fulfilled.
- Clients may earn unlimited referral points.

Good Standing:

- "Good standing" refers to respectful participation in programs and online platforms.
- Brick Lab reserves the right to deny Brick Points at its discretion.

Website Membership Tiers

Site Member (Free):

• Required to access galleries, earn Brick Points, and receive special offers.

Paid Memberships (Cubby, Monthly, Yearly):

• Grant access to after-school and event programming at reduced or no cost.

• Membership must be active during the time of participation or standard rates apply.

Communication Policy

For general questions or program-related inquiries, please email <u>info@svbricklab.com</u>. We strive to respond within 2 business days. Program staff may not be available to address individual concerns during active sessions.

Entire Agreement

These Terms constitute the full agreement between Brick Lab and its clients regarding all programs, services, and the use of the Site. If any portion is found unenforceable, the remainder shall remain valid and in effect.

For questions or to request a printed copy of these Terms, please contact us at info@svbricklab.com.