



TERMS OF SERVICE

FOR PAID COURSES PROVIDED BY SPARK THE
FIRE GRANTWRITING CLASSES

Spark the Fire Grantwriting Classes is administered and solely
owned by Allison Jones Shirk.

1. General Provisions

- 1.1. These terms of service (these “**Terms of Service**”) constitute a legal agreement between you the Participant (the “**Participant**”) and Spark the Fire Grantwriting Classes, registered at PO Box 2124; Vashon, WA 98070 (“**Spark the Fire**”) and, together with the Participant, the “**Parties**” and each a “**Party**”), for the purchase of a training course and training material from the Spark the Fire (“Training Courses” and “Training Materials”, respectively), which includes any printed materials and online documentation (“**Documentation**”).
- 1.2. By clicking on the "purchase" button on the Spark the Fire website, the Participant agrees to these Terms of Service which will bind the Participant and (if an organization) the Participant’s members. No sale of Training Courses or Training Materials shall be concluded, and no Documentation shall be provided, unless the Participant agrees to these Terms of Service.
- 1.3. These Terms of Service shall apply to Training Courses that are conducted by Spark the Fire or by any third-party on behalf of Spark the Fire.
- 1.4. These Terms of Service shall come into effect when the Participant completes the online application and purchasing process.

2. Supply of Training Courses

- 2.1. Spark the Fire agrees to undertake reasonable measures to supply Training Courses and Training Materials to the Participant in accordance with these Terms of Service in all material respects but reserves the right to change the course content of any Training Course at any time and without notice.
- 2.2. Spark the Fire agrees to undertake reasonable measures to meet any specified training date(s), but any such date(s) shall be anticipated dates only and may be subject to alteration.
- 2.3. Spark the Fire reserves the right to amend these Terms of Service if necessary to comply with any applicable law or regulatory requirement. Spark the Fire shall notify the Participant in any such event.

- 2.4. Spark the Fire reserves the right to cancel or reschedule any Training Course, wholly or in part, at any time, without incurring additional liability to the Participant. This includes rescheduling any Training Course if the number of attendees is insufficient to justify the running of the course, or if Spark the Fire is prevented from doing so by events beyond its reasonable control, including, but not limited to, the illness of training staff. In such circumstances, Spark the Fire will offer (at its sole discretion) alternative dates, a full refund, or a credit note.
- 2.5. The Training Course will be given at the venue agreed with the Participant. Online courses take place online. In the case of an in-person Training Course, Spark the Fire reserves the right to nominate a reasonable alternative venue and will advise the Participant of this.
- 2.6. Spark the Fire agrees to undertake reasonable measures to ensure that Training Courses are delivered by suitably qualified and accredited people. Spark the Fire attempts to update all Training Courses and Training Materials on a regular basis. However, Spark the Fire cannot guarantee that the delivered content is complete and exhaustive. Spark the Fire makes no warranty that the content or quality of the Training Course and Training Material will meet the Participant's expectations, or that it will, in any way, guarantee the Participant a job.
- 2.7. The Training Courses provided by Spark the Fire are accredited education courses by the Grant Professional Certification Institute and the Certification of Fund Raisers and Spark the Fire has the legal authority to issue continuing education points.
- 2.8. The Participant acknowledges Spark the Fire's right to refuse admission or require the removal of any attendee where there are doubts about identity, qualifications or if the attendee's behavior is unacceptable. The Participant agrees to comply with the relevant and effective United States laws and rules of the epidemiological measures in relation of COVID-19 if it is necessary, especially if the Training Course requires personal presence.
- 2.9. Spark the Fire reserves the right to withhold issuing the Participant with a "Certificate in Grantwriting" if the Participant has not attended at least 75% of the sessions of a particular Training Course and has not completed the capstone

assignment as rated as accepted based on the rubric provided.

3. Purchase Price

- 3.1. The purchase price for the Training Course shall be the price listed/advertised on Spark the Fire's website on the purchase date, unless explicitly stated. The purchase price shall be paid in full at the time of the registration. The purchase price shall be paid online, via an electronic transfer, or by check. Accepted applicants will receive a link via email to a secure platform where they could proceed with the online payment.
- 3.2. The purchase price does not include travel, accommodation, meals, or any other related expenses, unless explicitly stated.
- 3.3. As Spark the Fire is offers live interaction with the instructor, sales tax is not required by Washington State Department of Revenue, WAC 458-20-15503(303)(J) and RCW 82.04.192(3)(b)(X).
- 3.4. Spark the Fire reserves the right to offer special discounts, sponsorships, and scholarships to any individual or organization to the extent that such an arrangement is concluded in a separate agreement by the relevant parties.

4. Cancellation and Reimbursement

- 4.1. Once a Participant logs into the Training or viewed Training Resources, no refunds will be issued. Full refunds are available before the course start date if the Participant has not logged into Training or viewed Training Resources.
- 4.2. If the Participant is a consumer ("**Consumer Participant**", "consumer" meaning any natural person acting for purposes which are outside their trade, business or profession) the following additional rules shall be applied:
 - Spark the Fire will use the same payment method as the original payment method for refunding, unless the Consumer Participant explicitly consents to the use of another payment method; the Consumer Participant will not incur any additional costs as a result of using a different refund method.
 - If the Consumer Participant wishes to exercise its right of withdrawal, the Consumer Participant may exercise its right of withdrawal in writing with a clear statement sent to Spark the Fire's contact e-mail

(allison@sparkthefiregrantwriting.com) or by post (PO Box 2124; Vashon, WA 98070). The Consumer Participant may also use the attached sample withdrawal statement for this purpose. The Consumer Participant will exercise their right of withdrawal / cancellation within the deadline if the Consumer Participant sends the notice of withdrawal / cancellation before the expiry of the deadline indicated above.

- Spark the Fire will immediately investigate any verbal complaint and remedy as necessary. If the Consumer Participant does not agree with the handling of the complaint, or it is not possible to investigate the complaint immediately, Spark the Fire shall immediately take minutes of the complaint and its position and provide a copy to the Consumer Participant.
- Spark the Fire will respond to any written complaint in writing within thirty (30) days. Spark the Fire shall keep the record of the complaint and a copy of any response for a period of five (5) years and present it to the inspection authorities upon request.
- In case of rejection of a complaint, Spark the Fire will inform the Consumer Participant in writing about the reason(s) for the rejection and provide details on which authority or conciliation body the Consumer Participant could further discuss with, depending on the nature of the complaint.

4.3. The Participant must notify Spark the Fire of their cancellation, in writing, to the following email address: allison@sparkthefiregrantwriting.com.

4.4. If the Participant has to cancel their Training Course due to exceptional circumstances, then they may apply to Spark the Fire for a full refund up until the commencement date of their Training Course. The Participant's notification must include the following:

- An explanation of the exceptional circumstance that also clarifies how it is out of their control.
- An explanation of how the timing and difficulty of the exceptional circumstance is relevant and how it negatively affects their ability to attend their Training Course.

5. Participant's Obligation

5.1. The Participant shall:

- co-operate with Spark the Fire on all matters relating to the Training Course;
- provide Spark the Fire, its employees, agents, and contributors, with any information which may reasonably be required by Spark the Fire in the organization of the Training Course, including, but not limited to, information that may be required on Adult Education, and ensure that such information is complete and accurate in all material aspects.

6. Limitation of Liability

6.1. The Training Course that is provided under these Terms of Service is at the Participant's request. The Participant accepts that they are responsible for verifying that the course is suitable for their requirements. Spark the Fire will undertake appropriate measures and exercise care in the preparation and presentation of its courses.

6.2. There is nothing in these Terms of Service that limits any liability which cannot legally be limited, including, but not limited to, liability for:

- death or personal injury caused by negligence.
- fraud or fraudulent misrepresentation;

6.3. Subject to clause 6.1, Spark the Fire shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.

- 6.4. Total liability arising from, or in connection with, these Terms of Service, and in relation to anything which Spark the Fire may have done or not done in connection with these Terms of Services and the Training Courses and Training Materials (and whether the liability arises because of breach of contract, negligence, or any other reason), shall be limited to the purchase price paid for such Training Course and Training Material.
- 6.5. Clause 6 shall survive cancellation of these Terms of Service.

7. Intellectual Property Rights

- 7.1. All intellectual property rights in or arising out of or in connection with any Training Course, including any associated Training Materials and Documentation, shall be owned by Spark the Fire, whether adapted, written or customized for the Participant or not.
- 7.2. Spark the Fire certifies that it has all the necessary intellectual property rights necessary for these Terms of Service and that no third-party intellectual property rights will be infringed with regard to the Training Courses, Training Materials or Documentation.
- 7.3. The Participant is not authorized, without the prior written consent of Spark the Fire, to:
- Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Training Materials or Documentation;
 - Record on video or audio tape, relay by videophone or other means and of the Training Courses;
 - Use the Training Materials or Documentation in the provision of any other course or training whether given by Spark the Fire or third-party instructor;
 - Remove any copyright or other notice of Spark the Fire on the Training Materials or Documentation;

8. Data Protection

- 8.1. The Parties shall comply with the relevant Data Protection Legislation and the provisions of Spark the Fire Privacy Policy which can be found here:
<https://sparkthefiregrantwriting/privacypolicy>

9. Confidentiality

- 9.1. The Parties may be given access to confidential information from the other Party to perform their obligations under these Terms of Service. Confidential information from either Party shall not be deemed to include information that:
- is or becomes publicly known other than through any act or omission of the receiving party.
 - was in the other party's lawful possession before the disclosure.
 - is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - is independently developed by the other party, which independent development can be shown by written evidence.
- 9.2. Subject to clause 9.1, each Party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than the implementation of these Terms of Service.
- 9.3. A Party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.1, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

- 9.4. The Participant acknowledges that its information may be used by Spark the Fire on an anonymous basis without limitation including compiling and publishing reports.
- 9.5. The above provisions of this clause 9 shall survive termination of these Terms of Service, however arising.

10. Force Majeure

- 10.1. Spark the Fire shall have no liability to the Participant under these Terms of Service if it is prevented from, or delayed in, performing its obligations under these Terms of Service, or from carrying on its activities, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes (whether involving the workforce of Spark the Fire or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors, provided that the Participant is notified of such an event and its expected duration.

11. Entire Agreement

- 11.1. These Terms of Service constitutes the entire agreement between the Parties in relation to these Terms of Service and supersedes all prior agreements, discussions, understandings, representations or promises. Each Party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into these Terms of Service.
- 11.2. Spark the Fire reserves the right to revise these Terms of Service from time to time, for example, to address regulatory changes, changes to the law or changes to the services offered by Spark the Fire. Therefore, the Participant shall be required to review these Terms of Services regularly. The Participant's continued use of the services offered by Spark the Fire after the date any modification to these

Terms of Services have been posted shall constitute the Participant's acceptance of such modified Terms of Services.

12. Severance

- 12.1 Any provision in these Terms of Service deemed to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

13. No Partnership or Agency

- 13.1 Nothing in these Terms of Service is intended to, or shall operate to, create a partnership between the Parties, or authorize either Party to act as agent for the other. Furthermore, neither Party shall have the authority to act in the name, or on behalf of, or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or any right or power).

14. Governing Law

- 14.1 These Terms of Service, and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Washington State.

15. Jurisdiction

- 15.1 The Parties irrevocably agrees that the courts of the Washington State shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Service, its subject matter or formation (including non-contractual disputes or claims).

16. Notice

- 16.1. The Parties agree that all notices or other communications referenced under these Terms of Service shall be made in writing and sent to the address designated by the Participant during their purchasing process and the address designated Spark the Fire in these Terms of Service, or any alternative designated address from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed using one of the following methods: registered or certified mail, postage prepaid; recognized courier delivery; or electronic mail.

17. Company Information

- 17.1. "Spark the Fire" and "Spark the Fire Classes" are trading names of Spark the Fire Grantwriting Classes.

EIN: 27-0378019

Registered post address: PO Box 2124; Vashon, WA
98070

Contact email address:

allison@sparkthefiregrantwriting.com

Contact phone number: 206-734-6521

18. Sample Statement of Withdrawal for Consumer Participants
(fill in and return only if you are a Consumer Participant and only in case of intention to
withdraw from the contract)

To Recipient: Spark the Fire Grantwriting Classes

I, the undersigned Consumer Participant, hereby declare that I am exercising my right of
withdrawal / termination in respect of the contract for the sale of the following:

.....

Date of conclusion of the contract (the date of the submission of the application):

Name of Consumer Participant:

Address of Consumer Participant:

Dated:

Signature of Consumer Participant (paper declaration only):