

## **Terms and conditions**

### **Definitions**

'Us' and 'we' refer to Lund & Strachan, Inc. 'SCARF' refers to the Structured Child Assessment of Relationships in Families. 'Materials' and 'Restricted Materials' refer to the parts of the kit, the booklets and the reports. 'Qualified User' refers to those people authorized by us as having the training and qualifications to use the materials. 'Clients' refers to the children to whom the SCARF is administered. 'Purchaser' refers to the person or entity that buys materials.

### **Shipping**

We use standard methods of shipment including USPS. Our shipments are not insured, and we are not responsible for loss or damage as a result of shipment. We recommend that purchasers copy their records prior to shipping.

### **Refund Policy**

Pre-authorization by SCARF Customer Service is required for the return of Materials. SCARF will not accept Materials for return without pre-authorization. Pre-authorization must be obtained within one calendar month of the SCARF invoice date for the Materials.

To be eligible for refund or credit, returns must be delivered to SCARF within two weeks of the date of the pre-authorization. All Materials accepted for return must be in their original packaging and accompanied by a copy of the applicable SCARF invoice. A \$10 restocking fee will be charged for all returns, unless the reason for the return is covered under "Claims" below. Report credits do not expire and therefore cannot be returned. Should you desire to exchange report credits of one type for another, contact SCARF Customer Service.

### **Claims**

All claims must be submitted in writing to SCARF's Customer Service Team within the time period of 30 days:

1. Materials that are damaged
2. Discrepancies between Materials ordered and Materials received
3. Shortages or non-delivery of Materials
4. Defective Materials

To ensure proper credit, claims must include the invoice number and customer account number. SCARF's liability for non-delivery, incorrect delivery, or delivery of defective Materials is limited; we reserve the option to either replace the Materials or refund the invoiced price of the Materials plus the original shipping charges paid by the Client.

### **Intellectual Property Protections**

SCARF's products are protected by intellectual property rights (including copyrights).

Reproduction of these products in whole or in part, in any form, (e.g., paper format, personal computer software, online format, audiotape or included as a segment of a test battery), misuse or their storage in a database or retrieval system, by any process, is prohibited except where expressly permitted by law or by license.

SCARF will take prompt legal action against anyone who infringes on SCARF's intellectual property rights, including its copyrights.

Neither the Purchaser nor any Qualified User may make use of data that they collect by means of Restricted Materials to create products for commercial sale, distribution or other commercial exploitation.

### **Use of Materials**

Lund & Strachan, Inc. will not disclose purchaser, qualified user or client data or other information to any third party vendors or agencies. However, SCARF reserves the right to use client data for research conducted by Lund & Strachan Inc. and for development of SCARF materials.

### **Purchaser's obligation**

The Purchaser represents, warrants, and undertakes that:

- a. in the event that the Purchaser is not also a Qualified User, the Purchaser shall ensure that only a Qualified User uses the Restricted Materials, that the materials remain at all times in the possession and under the control of the Qualified User, and that the Qualified User complies with SCARF's Terms and Conditions;
- b. the Purchaser and Qualified User shall neither license, lend, exchange, give or otherwise publish, re-distribute or dispose of Restricted Materials to third parties nor act as agent, distributor or provider of the Restricted Materials other than providing them to individuals in order for those individuals to take the tests under the Qualified User's supervision and control;
- c. applicable legal, professional and ethical standards for the proper use of tests will be adhered to at all times; and
- d. the Purchaser and Qualified User, jointly and severally, indemnify SCARF and its distributors, consultants and licensors, and agree to defend it and them and hold them harmless from any and all losses, claims, liabilities, damages, expenses and costs (including reasonable attorneys fees and expenses), whether direct or indirect, caused by or a result of any breach by the Purchaser or any Qualified User of such representations, warranties or undertakings.