

## UNIVERSAL EDUCATION, LLC

### Terms of Use

#### **User's Acknowledgment and Acceptance of Terms**

UNIVERSAL EDUCATION, LLC. ("UNIVERSAL EDUCATION" "Us" or "We") provides the UniversalEd.org site and various related sites, apps, systems, and Services (as defined below) (collectively, the "Site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this Site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

In these Terms of Use, the term "you" or "yours" refers to, in the case of an individual, the person using the Site or, in the case of an entity, the entity purchasing hours of instruction for use by its employees or students. Any person using the Site through or on behalf of an entity must agree to be bound by these Terms of Use and the entity through which the person accesses the Site shall ensure compliance with these Terms of Use. You acknowledge and agree that you have the authority to enter into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW AND DO NOT USE ANY OF OUR PRODUCTS OR SERVICES. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of the "Last Modified" date identified at the top of this page. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this Site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. However, for any material modifications to the Terms of Use or in the event that such modifications materially alter your rights or obligations hereunder, such amended Terms of Use will automatically be effective upon the earlier of (i) your continued use of this Site with actual knowledge of such modifications, or (ii) 30 days from publication of such modified Terms of Use on this Site. Notwithstanding the foregoing, the resolution of any dispute that arises between you and us will be governed by the Terms of Use in effect at the time such dispute arose.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site, the Services, and/or its contents.

### **Our Services**

We provide test preparation courses for various exams, including but not limited to the ACT, SAT, SAT II, TOEFL, IELTS, Advanced Placement, International Baccalaureate, Accredited U.S. courses, Accredited U.K. courses, Cambridge Courses and other courses. We also provide online courses and 1-on-1 personalized tutoring sessions taught by U.S. credentialed teachers, 1-on-small group classes and 1-on-many group classes. UNIVERSAL EDUCATION also works with employers and educational institutions to provide courses and test preparation services to a group of employees and students and to allow integration of the UNIVERSAL EDUCATION content evaluation procedures into courses offered by the employer or educational institution ("Enterprise Account"). All of the services provided by UNIVERSAL EDUCATION are defined as the "Services" and all are subject to these Terms of Use.

Our Services include content created, uploaded, and provided by individual teachers who are acting as independent contractors to UNIVERSAL EDUCATION. We do not control or verify the content prepared, provided by, and uploaded by such persons. You acknowledge and agree that the quality and quantity of data stored on the Site is dependent on the person who collected, provided, and uploaded that data. If you are concerned about any content that is contained within the Site, please contact us at [info@universaled.org](mailto:info@universaled.org).

The Services and the Site are provided online and through mobile platforms and UNIVERSAL EDUCATION makes no representations that the Site and Services will be available or appropriate for use in all locations. UNIVERSAL EDUCATION

content and Services may not be available in all locations and UNIVERSAL EDUCATION makes no representations that all content and Services will be available at all times.

#### **Use of Services**

Except as set forth in these Terms of Use, UNIVERSAL EDUCATION grants you a license to access and use the Site solely for your internal, personal, and non-commercial purposes, and for no other purpose. These Terms of Use do not grant you and other rights in connection with the Site or the Services.

The Site and Services are only available to users who have (i) registered an individual account or (ii) accessed the Services through an Enterprise Account. Any violation of these Terms of Use may result in a termination of your account, termination or suspension of your access to the Site and Services, and termination of the Enterprise Account through which you have accessed the Site and Services.

UNIVERSAL EDUCATION will issue log-on protocols, such as User IDs, to give you access to the Site and Services. You shall be responsible for any activity that occurs under your account. You will be responsible for all costs and expenses associated with using the Site or subscribing for Services, including ensuring that you have the necessary and compatible technology, hardware, systems, and software to access the Site and use the Services as directed by UNIVERSAL EDUCATION.

Without limiting anything else in these Terms of Use, when accessing the Site or the Services you shall not and shall not assist or permit any person to:

1. Engage in or authorize any activity that you know or reasonably should know is an unlawful, unauthorized, fraudulent or malicious activity;
2. Disrupt, interfere with, disable, impair, overburden, violate the security of, or attempt to gain unauthorized access to, the Site or Services or any computing device or computer network associated with the Site or Services;
3. Defame, abuse, harass, harm, stalk, threaten, or otherwise violate the privacy, intellectual property, or any other rights of any other person;
4. Upload, publish, post, distribute, or disseminate material or content which is offensive, profane, defamatory, hateful, distasteful, unlawful, or that infringes the rights of any person;
5. Probe, scan, test the vulnerability of, or circumvent any technological measure or authentication measures to protect the Site or the Services;
6. Upload, transmit, distribute, or run any computer virus, worm, Trojan horse, malware, spyware, time bomb, logic bomb, or any computer code that could damage or alter a computing device, computer network, communication network, data, the Site, the Services, or any other system, device, or property;
7. Run Maillist, Listserv, post repeated content, or any form of auto-responder or "spam" via the Site or Services;
8. Attempt, in any manner, to gain unauthorized access to any other UNIVERSAL EDUCATION accounts;
9. Restrict or inhibit any other person from using or enjoying the Site or Services;
10. Access, use, or modify any data, information, or other materials not intentionally made available or accessible to you by UNIVERSAL EDUCATION;
11. Manipulate or otherwise display the Services by using framing, mirroring, or similar navigation technology;
12. Deep-link to the Site for any purpose or use any robot, spider, scraper, or any other automated or manual means to access the Site, Services, or any content thereon, or copy any content or information from the Site or Services;

13. Create more than one UNIVERSAL EDUCATION account without permission (and if your UNIVERSAL EDUCATION account is terminated or suspended, you may not create another account without UNIVERSAL EDUCATION's written authorization);
14. License, sublicense, assign, convey, or transfer any rights granted by these Terms of Use;
15. Publish, display, disclose, sell, rent, lease, store, loan, distribute, transmit, publicly display or perform, co-brand, frame, host, outsource, or otherwise exploit the Site or the Services without UNIVERSAL EDUCATION's written consent;
16. Copy, reproduce, modify, create derivative works of, translate, adapt, disassemble, reverse engineer, decompile, reverse compile, or create compilations of the Site or Services;
17. Use the Site or the Services in any manner that may infringe any intellectual property rights, rights of privacy, or other rights of any party;
18. Use the Services for any service bureau, time-sharing, resale, or similar purposes;
19. Remove, obscure, or alter any trademark or intellectual property rights notice on or related to the Site or the Services or incorporate, in whole or in part, UNIVERSAL EDUCATION's trade and service marks into your trademarks, service marks, company name, internet addresses, domain names, or any other similar designations, for use on or in connection with any products or services;
20. Access or use the Site or the Services for any purpose other than as expressly permitted under these Terms of Use, including, but not limited to, teaching or distribution of UNIVERSAL EDUCATION's materials and courses by any person other than UNIVERSAL EDUCATION or a UNIVERSAL EDUCATION Affiliate;
21. Directly or indirectly contact any Affiliate, including but not limited to any teacher providing Services, unless such contact is initiated through the specific course platform and such contact relates directly to the content of the specific course being provided by such Affiliate;
22. Inquire about the hiring of or hire any UNIVERSAL EDUCATION employee or Affiliate to complete course assignments, write papers, take exams, or otherwise do work on your behalf; or
23. Use the Site or Services in any manner or in any capacity to violate the academic honesty policy of any school, university, academic institution, or workplace.

The UNIVERSAL EDUCATION Services are not transferable. If you access or use, or provide any other individual or entity with access, to any part of the Site or Services in breach of these Terms of Use, your right to use the Site and the Services will terminate immediately. If a teacher or other UNIVERSAL EDUCATION employee or Affiliate informs us of your violation or breach of these Terms of Us, unauthorized contact, or unauthorized use of the content or information provided through the Site, UNIVERSAL EDUCATION reserves the right to terminate your UNIVERSAL EDUCATION account immediately. UNIVERSAL EDUCATION also reserves the right to suspend or terminate your authorization to use any of the Services on or available through the Site, including any access to content or courses, and to delete your UNIVERSAL EDUCATION account or access to an Enterprise Account immediately and at any time if you breach or threaten to breach these Terms of Use. UNIVERSAL EDUCATION further reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing. You will immediately notify UNIVERSAL EDUCATION of any unauthorized use of your account, unauthorized access of an Enterprise Account, or any other breach of security of which you become aware involving or relating to the Site or Services by emailing UNIVERSAL EDUCATION at [info@universaled.org](mailto:info@universaled.org).

You acknowledge and agree that data collected, provided, and uploaded to the Site by persons other than UNIVERSAL EDUCATION ("User Content") are not the responsibility of UNIVERSAL EDUCATION. Without limiting the generality of the foregoing, you acknowledge and agree that, (i) We do not verify User Content, (ii) We do not investigate accuracy of User Content, (iii) We do not interfere with any person collecting, providing, or uploading User Content provided in accordance with these Terms of Use, and (iv) UNIVERSAL EDUCATION disclaims all liability for, and you expressly release UNIVERSAL EDUCATION from any and all damages, claims, injuries, and liability arising from or related to User Content.

If you ever feel like our Site could be better please let us know how.

#### **Enterprise Accounts**

In addition to the Terms of Use applicable to all individual users of the UNIVERSAL EDUCATION Site and Services, UNIVERSAL EDUCATION also offers Enterprise Accounts to entities that desire to purchase blocks of hours for use of Services by their employees or students. UNIVERSAL EDUCATION may limit the number of authorized users under an Enterprise Account and may remove an authorized user from the Enterprise Account at any time. Any violation of these Terms of Use by a user under an Enterprise Account may result in the immediate suspension or termination of the Enterprise Account. The administrator of the Enterprise Account shall ensure that all users are aware of and agree to be bound by these Terms of Use.

UNIVERSAL EDUCATION shall provide instructions and administrative log-in credentials and passwords to help Enterprise Account users implement the Site. UNIVERSAL EDUCATION may provide user training and support to Enterprise Account holders. Except for the training we offer to an Enterprise Account holders, Enterprise Account holders shall be solely responsible for training and otherwise informing authorized end users of the features and capabilities of the Site and the Services.

If UNIVERSAL EDUCATION courses or content will be provided to end users through the Enterprise Account, the Enterprise Account administrator shall ensure that, no later than 72 hours before the commencement of a course, all enrolled students shall receive a copy of the Student Survey link. In the event that a course offered through an Enterprise Account includes customized review of students' work by UNIVERSAL EDUCATION or a UNIVERSAL EDUCATION Affiliate, the Enterprise Account administrator shall deliver to UNIVERSAL EDUCATION , through the "Administrator Tools" section of the Enterprise Account, copies of all materials intended to be evaluated by UNIVERSAL EDUCATION or its Affiliates during the course. No UNIVERSAL EDUCATION content or Services may be provided outside of the Site or by any person not authorized by UNIVERSAL EDUCATION in writing.

At no time will any Enterprise Account administrator or authorized user contact any UNIVERSAL EDUCATION personnel, Affiliate, or other service provider outside of the UNIVERSAL EDUCATION Site. All communications by students enrolled in any UNIVERSAL EDUCATION related course or Services, including communications related to scheduling of courses, submission of course homework, and questions related to the course and Services, shall be transmitted only through the UNIVERSAL EDUCATION Site. Direct or indirect communication with UNIVERSAL EDUCATION personnel, Affiliates, or service providers outside of the Site may result in immediate termination of the Enterprise Account.

#### **Fees and Purchases Through Your UNIVERSAL EDUCATION Account**

Once you have registered a UNIVERSAL EDUCATION account, you may purchase access to Our Services. You are responsible for paying for all Services ordered through your account. You may be able to pay for Our Services with a one-time payment or over time. Your agreement to pay us over time constitutes a contract with us and is not cancelable. Services are not transferable and you shall not transfer, sell, or assign or attempt to transfer, sell, or assign any Services purchased through your account.

The Terms and Conditions of our Tuition Contract are listed in Exhibit A.

During the account registration process you must provide us with a valid credit or debit card or other payment method acceptable to us and agree to keep such card active and updated at all times. You agree to be subject to and abide by the terms of any third-party payment processor. You agree that we may begin charging you for such Services as soon as you have completed the enrollment process through your account. You acknowledge and agree that all sales are final and that fees for such Services are non-refundable. To the extent permitted by applicable law, you waive any right to a refund once your purchase is complete. If you have selected to pay us over time, your account will be automatically charged until the Services are complete.

All pricing terms for the Services are confidential, and you agree not to disclose them to any third party. You agree to provide us with complete and accurate billing and contact information, and to update such information within 10 days of any change. You may change your payment information at any time through your UNIVERSAL EDUCATION account. In the event UNIVERSAL EDUCATION or its third-party payment processor is unable to process your transaction in a timely manner, UNIVERSAL EDUCATION reserves the right to revoke access to the Services.

UNIVERSAL EDUCATION is not responsible for the policies of any third-party payment processor, including those related to withdrawing funds from your account or charges to your credit or debit card. UNIVERSAL EDUCATION reserves the right to change third-party payment processors at any time. Due to Universal Education's reliance on third-party payment processors, UNIVERSAL EDUCATION is not responsible for the ultimate success or failure of any payment made through your UNIVERSAL EDUCATION account.

#### **Content Submitted to the Site**

As part of the Services, you may be asked to upload content to the Site, submit information, post content or respond to questions posed by the teacher or other users, perform practice exams, and otherwise engage with or communicate with

UNIVERSAL EDUCATION, its employees, Affiliates, teachers, and other users (collectively, “Submissions”). All Submissions remain your intellectual property. You acknowledge and agree that you have the worldwide right to transfer and license such Submissions and that no Submission violates any intellectual property, privacy, or confidentiality rights or any other person or entity.

By making a Submission, you grant UNIVERSAL EDUCATION and its Affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, sell, and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, for any purpose; and (b) use the name that you submit in connection with such Submission. You acknowledge that UNIVERSAL EDUCATION may choose to provide attribution of your comments or reviews at our discretion. You further grant UNIVERSAL EDUCATION the right to pursue at law any person or entity that violates your or Universal Education’s rights in the Submissions by a breach of these Terms of Use. You acknowledge and agree that Submissions are non-confidential and non-proprietary.

### **Third-Party Processors**

Your access of the Site or use of the Services may involve interaction or use of third party services, websites, information, advertising, products, content, data, tools, materials, software, intellectual property rights, or other tangible or intangible items owned or controlled by third parties, such as third party social media providers who provide you a means to create a UNIVERSAL EDUCATION account, third party payment processors who process your purchase of Services, and UNIVERSAL EDUCATION Affiliates who provide you with content which you may access as part of the Services (“Third Party Services”). The Services may also contain links to or have features that are hosted by Third Party Services. These Terms of Use do not address the policies or practices of the owners, providers, or controllers of such Third Party Services and it is your responsibility for reviewing and complying with any such policies and practices. To the extent permitted by applicable law, you agree that UNIVERSAL EDUCATION shall not be responsible or liable for any loss or damage of any sort incurred as the result of your use of any Third Party Services or your interactions with the owners, providers, or controllers of Third Party Services. UNIVERSAL EDUCATION reserves the right to add, modify, or discontinue any Third Party Services made available via the Site or the Services at any time without prior notice to you.

### **Warranty, Indemnification, and Limitations on Damages**

THERE IS NO WARRANTY ON ANY OF THE INFORMATION OR DATA PROVIDED ON OR THROUGH THE SITE. WE PROVIDE THE SITE, ITS CONTENT AND OUR SERVICES “AS IS”, WHERE IS, AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY, USEFULNESS, COMPLETENESS, OR QUALITY OF THE SITE OR ANY INFORMATION MADE AVAILABLE THEREIN. WE ALSO DO NOT GUARANTEE ANY DATA ACCESSED THROUGH OUR SITE, OR THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THIS SITE OR OUR SERVICES, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. YOU USE THE UNIVERSAL EDUCATION SITE AND SERVICES AT YOUR OWN RISK.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE SITE OR SERVICES, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

You agree to indemnify, defend and hold us harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys’ fees) resulting from your registration with, use of, or activities on the Site, violation of any third party’s rights, including without limitation any intellectual property, or privacy rights, your breach of any provision of these Terms of Use and/or any other actions or omissions resulting in liability or loss to UNIVERSAL EDUCATION. In connection with any such defense, you shall employ counsel acceptable to us, and we shall be entitled to participate in such defense at our own cost and expense. You may not settle any claims which relate to or otherwise impact UNIVERSAL EDUCATION without UNIVERSAL EDUCATION’s written consent which may be withheld in its sole discretion.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIVERSAL EDUCATION, ITS MANAGERS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, CONTRACTORS, AGENTS, REPRESENTATIVES, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE, COST OF SUBSTITUTE SERVICES, INABILITY TO USE THE SITE OR SERVICES, SECURITY BREACHES, OR ANY OTHER LIABILITIES OR LOSSES CAUSED BY THE SITE OR THE SERVICES OR BY FAILURE THEREOF, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UNIVERSAL EDUCATION’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SITE AND SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY,

EXCEED THE LESSER OF (i) U.S. \$5,000 AND (ii) THE AMOUNTS WHICH YOU HAVE ACTUALLY PAID TO US IN CONNECTION WITH YOUR USE OF THIS SITE IN THE ONE MONTH IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INSTANCE OR CLAIM. THIS LIMITATION MAY NOT BE APPLICABLE IN CERTAIN CIRCUMSTANCES OR CERTAIN STATES.

UNIVERSAL EDUCATION shall be free from any claim, liability or responsibility pursuant to these Terms of Use for failure to perform or delay in performing any obligation where such failure is due to any event beyond UNIVERSAL EDUCATION's reasonable control, including but not limited to any natural or environmental disaster, power outage, war, terrorism, accident, government law or regulation or requirement or any other cause beyond the control of UNIVERSAL EDUCATION.

The limitations of liability provided in these Terms of Use inure to the benefit of Us, our Affiliates and to all of our respective officers, managers, members, employees, attorneys and agents. The exclusions and limitations of damages set forth above are fundamental elements of the basis of the bargain between you and UNIVERSAL EDUCATION.

#### **Intellectual Property Ownership and Confidentiality**

Subject to the rights expressly granted by UNIVERSAL EDUCATION to you under these Terms of Use, UNIVERSAL EDUCATION or its licensors exclusively own all rights, title, and interest in and to the Site and Services, including all intellectual property rights in any technology, system, trade or service marks, course materials, academic materials, student reports and evaluations, and non-User Content on the Site. UNIVERSAL EDUCATION will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, methodologies, and techniques that it acquires or uses in the course of providing the Site and the Services for any purpose.

Unless explicitly stated in these Terms of Use, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. UNIVERSAL EDUCATION authorizes you to download, display, and copy content owned by UNIVERSAL EDUCATION on this Site provided that: (a) the copyright notice pertaining to the content remains, and a permission notice (e.g., "used with permission of UNIVERSAL EDUCATION, LLC") is added to such content; (b) the use of such content is solely for personal and non-commercial use; (c) such content will not be copied or posted on any networked computer or published in any medium, except as explicitly permitted by valid permission or license covering such materials; and (d) no modifications are made to such content. This permission terminates automatically without notice if you breach any of the terms or conditions in these Terms of Use. Upon termination, you must immediately destroy any downloaded and/or printed content.

In addition, you may from time-to-time submit feedback, comments, suggestions, questions, ideas, or other information to UNIVERSAL EDUCATION concerning the Site, the Services or other products, services, technology, techniques, processes or materials ("Feedback"). All Feedback becomes the sole property of UNIVERSAL EDUCATION. UNIVERSAL EDUCATION may freely use, copy, disclose, license, distribute and otherwise exploit such Feedback in any manner, including in connection with any of its products and/or services, without any obligation, payment, royalty or restriction whether based on intellectual property rights or otherwise.

You own any personally identifiable data concerning you which we or our Affiliates have collected as part of the Site or the Services. Such information is covered by the terms of our Privacy Policy link.

#### **Children**

The Site and the Services are not intended for direct use by children under 13 years of age under any circumstances. In order to use the Site and the Services, you must be at least 18 years of age. If you are between the ages of 13 and 18, you may still use the Site and the Services, but you must have a parent or legal guardian provide valid and verifiable consent to your use of the Site and Services and accept these Terms of Use and acknowledge Universal Education's Privacy Policy, in each case as required by the Services or as otherwise required by UNIVERSAL EDUCATION from time to time. If you are under the age of 13, the Site and Services may still be utilized by your parent or legal guardian on your behalf, but you may not use the Site or Services directly. If UNIVERSAL EDUCATION determines at any time that a child under the age of 13 has created a UNIVERSAL EDUCATION account through the Site, UNIVERSAL EDUCATION may terminate such child's UNIVERSAL EDUCATION account and remove all information regarding such child from UNIVERSAL EDUCATION's systems. By using the Site, you are representing and warranting to UNIVERSAL EDUCATION that you satisfy at least one of the following: (a) you are at least 18 years of age, (b) you are at least 13 years of age and your parent or legal guardian has provided UNIVERSAL EDUCATION with valid and verifiable consent to your use of the Site, and (c) you are the parent or legal guardian of a minor child and are using the Site on such minor child's behalf with full capacity and legal authority to do so. UNIVERSAL EDUCATION's Site and Services are subject to state regulations and may change from time to time due to changes in applicable regulatory requirements.

#### **Cancellations**

If you leave us, we'll miss you dearly but we won't hold you back. To cancel, just email our Customer Happiness team at: [info@universaled.org](mailto:info@universaled.org) and ask us to cancel your account.

Your account will remain in effect until cancelled by you or terminated by UNIVERSAL EDUCATION in accordance with these Terms of Use. For ongoing subscription Services, unless your account or Services are cancelled before the end of the billing cycle (as determined by the specific Service in which you have enrolled), your access to such Services will renew and you will be charged the fees associated with such Service. UNIVERSAL EDUCATION reserves the right to suspend, revoke, terminate, discontinue, or otherwise cancel your UNIVERSAL EDUCATION account or use of the Services at any time and for any reason without prior notice to you. These Terms of Use, as may be amended from time to time, shall remain in full force and effect until such time as UNIVERSAL EDUCATION terminates these Terms of Use, terminates or cancels your account, or discontinues your access to Services (and of which constitutes a "Termination").

Upon a Termination, your right to access the Site and use the Services will automatically terminate and UNIVERSAL EDUCATION may delete any or all information related to your UNIVERSAL EDUCATION account. In the event of a Termination for a reason other than your breach of these Terms of Use, your account and access to any Services will remain in effect until the end of the billing cycle at which time access to your account and the Services will be revoked.

The sections entitled "Content Submitted to the Site", "Third-Party Processors", "Warranty, Indemnification, and Limitation on Damages", "Intellectual Property Ownership and Confidentiality", "Governing Law and Disputes", "General", and all payment obligations shall survive Termination. You agree that if your use of the Site or Services is terminated pursuant to these Terms of Use, you will not attempt to use the Site or Services under any name, real or assumed, and further agree that if you violate this restriction after Termination, UNIVERSAL EDUCATION is entitled to recover damages, costs, and attorneys' fees incurred by it as a result thereof.

Except as otherwise provided in the UNIVERSAL EDUCATION Privacy Policy or as required by applicable law, UNIVERSAL EDUCATION has no obligation, whether before or after Termination, to return or otherwise provide to you or any third-party on your behalf any User Content or any other information that UNIVERSAL EDUCATION may have that relates to you.

#### **Governing Law and Disputes**

We are based in the United States of America, and make no claims that We, our Site, or our Services are appropriate or may be legally accessed, used, or downloaded outside of the United States. Access to the Site and the Services may not be legal by certain persons or in certain countries. If you access our Site and Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Access to the Site and Services from jurisdictions where the contents of the Site and the Services are illegal or penalized is prohibited. You may not use or export or re-export the Services or any copy or adaptation thereof in violation of any applicable laws or regulations, including without limitation U.S. export laws and regulations.

By accessing, registering with, or using the Site, you agree that these Terms of Use and your use of the Site shall be governed in all respects by the internal substantive laws of the State of California, without regard to conflicts of laws rules and shall not be governed by the United Nations Convention on the International Sale of Goods or the laws of any other jurisdiction, state or country. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of California in and for the county of San Mateo and further agree that any cause of action, lawsuit, arbitration, or other dispute resolution procedure you may bring arising under or concerning this Site, the Services, or your use of or activities in connection with this Site and the Services shall be brought by you exclusively in the state or federal court or arbitration facility located in the State of California, San Mateo County having subject matter jurisdiction thereof.

Our priority is to learn about and address any of your concerns related to the Site and the Services. You agree that you will first notify UNIVERSAL EDUCATION about any dispute you have with UNIVERSAL EDUCATION regarding these Terms of Use or UNIVERSAL EDUCATION's Site or Services by contacting UNIVERSAL EDUCATION at [info@universaled.org](mailto:info@universaled.org). Once UNIVERSAL EDUCATION receives your notice, UNIVERSAL EDUCATION will try to resolve the dispute informally by contacting you through email. If a dispute is not resolved within 90 days after your submission, you or UNIVERSAL EDUCATION may bring a formal proceeding. The prevailing party in any dispute resolution is entitled to recover its fees and costs (including attorneys' fees) incurred in any such action. UNIVERSAL EDUCATION limits its liability to arbitration fees only.

You agree that regardless of any statute or law to the contrary, any dispute must be filed within one (1) year after the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any dispute based upon such event or facts forever.

Notwithstanding the above, without limiting any other remedies that may be available to UNIVERSAL EDUCATION, if a dispute concerns a matter for injunctive or other similar relief that is appropriate under applicable law, UNIVERSAL EDUCATION may seek such injunctive or other similar relief in any state or federal court of competent jurisdiction, whether or not it is in the

State of California. You hereby waive any requirement of UNIVERSAL EDUCATION to seek a bond or other security if seeking any such injunction.

#### **General**

These Terms of Use, which include UNIVERSAL EDUCATION's Privacy Policy, and any other agreements or terms that UNIVERSAL EDUCATION may post on the Site, constitute the entire agreement between you and UNIVERSAL EDUCATION in relation to the Site and the Services and supersede any prior agreements between you and UNIVERSAL EDUCATION regarding the Site and the Services, including prior versions of these Terms of Use. These Terms of Use may be assigned by UNIVERSAL EDUCATION at any time as a matter of law.

All parts of these Terms of Use apply to the maximum extent permitted by applicable law. UNIVERSAL EDUCATION's failure to enforce any provision of these Terms of Use will not constitute a waiver of such right. If a part of these Terms of Use as written cannot be enforced, then that part will be replaced with terms that most closely match the intent of the parties to the extent permitted by applicable law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions.

The headings and captions used in these Terms of Use are used for convenience only and are not to be considered in construing or interpreting these Terms of Use. The words "includes", "including", "for example", "such as" and similar terms are not words of limitation. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms of Use.

Neither these Terms of Use nor the Site create any partnership, joint venture, employment, or other agency relationship between UNIVERSAL EDUCATION and you. You may not enter into any contract on UNIVERSAL EDUCATION's behalf or bind UNIVERSAL EDUCATION in any way.

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. UNIVERSAL EDUCATION may, in its sole discretion, transfer, delegate, subcontract or assign, without notifying you, any rights or obligations under these Terms of Use.

These Terms of Use are for the benefit of UNIVERSAL EDUCATION and you only, and only UNIVERSAL EDUCATION and you may enforce it. The parties do not intend for these Terms of Use to confer any right or benefit on any third party. No third party may commence or prosecute an action against a party to these Terms of Use claiming to be a third-party beneficiary of these Terms of Use or any of the transactions contemplated in these Terms of Use.

If you have any questions or concerns about these Terms of Use, please contact UNIVERSAL EDUCATION at [info@universaled.org](mailto:info@universaled.org).

Exhibit A  
Tuition Contract

BY RESOLUTION OF THE BOARD OF UNIVERSAL EDUCATION, LLC., THE FOLLOWING STATEMENTS ARE DESIGNED TO BE THE CONDITIONS FOR ADMISSION:

In consideration of such admission, I agree to the Tuition Contract's Terms and Conditions:

1. I agree to pay tuition charges and fees established by the school administration for the current year, as stated in the plan purchased by the parent.
2. I agree to make tuition and fee payments to Universal Education, LLC. on or before the scheduled payment date. The scheduled payment date will be the first date a tuition payment was paid by the parent to Universal Education, LLC. Each month the tuition payment will be automatically debited from the card on file.
3. All pricing terms for the Services are confidential, and you agree not to disclose them to any third party.
4. You agree to provide us with complete and accurate billing and contact information, and to update such information within 10 days of any change.
5. Universal Education, LLC. will not release any official records like student transcripts or report cards until all of the payments in the tuition plan have been completed. At the end of the school year, the school is permitted to charge, at their sole discretion, the remaining payments in the tuition payment plan prior to the release of the students official records.
6. You are still required to complete all of the payments in your tuition payment plan even if the parent un-enrolls their child from the program or their enrollment is terminated by the school.
7. In the event that I fail to make such tuition and fee payments as agreed, I acknowledge that the school will enforce the following penalty:

**UNIVERSAL EDUCATION LLC., AT ITS SOLE OPTION, MAY PERMANENTLY TERMINATE THE ATTENDANCE OF ANY STUDENT WHEN PAYMENT OF FEES ARE IN ARREARS. IF YOUR CHILDS ENROLLMENT IS TERMINATED BY UNIVERSAL EDUCATION, LLC. FOR DELINQUENT PAYMENTS, THE PARENT IS STILL REQUIRED TO COMPLETE ALL REMAINING PAYMENTS IN THE TUITION CONTRACT UNTIL THE ANNUAL TUITION AMOUNT HAS BEEN PAID IN FULL. IN THE EVENT OF A DISPUTE THE SCHOOL WILL FILE A CLAIM AGAINST ANY PARENT WITH DELINQUENT PAYMENTS WHICH WILL INCLUDE THE OUTSTANDING/REMAINING TUITION PAYMENTS, FILING FEES, DAMAGES AND ATTORNEY FEES.**

**SUMMARY**

By purchasing the tuition plan in your account, I acknowledge that I am the parent or legal guardian of the student for whom I have requested admission into Universal Education, LLC for the 2022-2023 school year. I agree to pay the tuition, fees, and charges scheduled herein, on or before the due date, and to abide by the terms and conditions of the Terms of Use and the Tuition Contract for admission of the student.