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SADM

QUOTATION

TO: Gray Middle School
Roxanne Collins
roxanne.collins@boone.kyschools.us

Date 6/10/2020

PAYMENT TERMS | Due Upon Acceptance
DELIVERY | Upon Receipt of Payment

We are pleased to quote you the following:

LN	QUANTITY	DESCRIPTION	Time period	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	8	Special Study.com Teacher Discount Package	Annual	\$ 729.00	34%	\$3,832.00
	2,000	Special Study.com Student Discount Package	Annual	\$ 729.00	100%	FREE
		Quote Expiration	9/10/2020			
Total						\$3,832.00

* By signing below I affirm to be an authorized representative of the institution listed in the "To" field of this quotation. I further agree to the pricing and terms and conditions that are set forth in this document.

Name (Please Print)

DATE

Signature

Title of Position

Terms and Conditions

Set-up & Implementation:

1. Upon receiving this signed quotation and payment, Study.com will send Institution a coupon code for each edition type purchased. Each coupon code will be pre-loaded with the number of licences purchased for that edition.
2. Institution will distribute codes internally to their users (ie: students, teachers and admins).
3. Each user will go to Study.com and create an individual account. During the account creation process, each user will enter the coupon code which will by-pass the "enter credit card" step and tie the user's account to the institution.
4. Upon completing the account creation process, each user will have full access to all of the plan features and benefits until the expiration of the coupon code.
5. In order to ensure continuous access for users, Institution must purchase and provide users with a fresh code before the expiration of the previous code.

Terms and Conditions:

1. Refund Policy: All license sales are final. There will be no refunds or discounts given for unused or partially used licenses.
2. Transferability: Licenses are not transferable to other users.
3. Terms of Use: By signing this document you are agreeing to the terms and conditions, privacy policy of Study.com, and authorize the use of your institution's name on Study.com website. These documents are viewable at these urls:
Terms of Use: https://Study.com/pages/terms_of_use.html
Privacy Policy: https://Study.com/pages/privacy_policy.html



Terms of Service Agreement

Last revised: June, 2019

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1. Acceptance of these Terms of Service

This Terms of Service Agreement (these "Terms of Service") states the terms and conditions under which you use and access our products and services, including, without limitation, online courses, membership subscriptions and information about degrees, schools and careers (collectively, the "Services") through any websites or mobile sites owned and operated by Study.com, LLC ("Study.com," "we," "us" and "our") (collectively, the "Site"). Please read these Terms of Service carefully as they contain important information regarding your legal rights and obligations and how disputes between you and Study.com will be resolved. You acknowledge that certain Services may be subject to additional terms and conditions or other online policies as may be set forth on the Site or if you use the Site and the Services as an employee or agent of a third party who has executed a separate agreement with us (collectively, "Additional Terms"). Your use of such Services constitutes your agreement to these Terms of Service, and all applicable Additional Terms.

The Site is offered and available to users who reside in the United States and are able to enter into binding contracts in the state in which they reside. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet the foregoing eligibility requirements. BY ACCESSING OR USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE WHICH INCLUDES THE USE OF ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND US. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, PLEASE DO NOT ACCESS OR USE THE SITE.

2. Modifications to the Site and/or Services and These Terms of Service

The Internet and technology are rapidly changing. Accordingly, we may, at any time in our sole discretion and without prior notice, (a) revise these Terms of Service; (b) modify the Site and/or the Services; and (c) discontinue any part of the Site and/or Services. We will announce material changes to these Terms of Service and other Additional Terms on the Site. If you send us a request with your email address, we will email you the revised Terms of Service or Additional Terms. You further agree to review these Terms of Service and other Additional Terms on the Site periodically to be aware of any revisions. YOU MUST ACCEPT ANY REVISED TERMS OF SERVICE OR REVISED ADDITIONAL TERMS BEFORE YOU WILL BE PERMITTED TO CONTINUE TO USE THE SERVICES. IF YOU DO NOT ACCEPT ANY REVISED TERMS OF SERVICE OR REVISED ADDITIONAL TERMS, YOU WILL NOT BE PERMITTED TO CONTINUE TO USE THE SITE AND SERVICES.

3. Our Services and Providers

We provide you with the Services where you can learn, conduct research and compare educational programs, and we help you connect with third parties, including, without limitation, educational institutions (each, a "Provider" and collectively, "Providers"). We do not endorse or recommend products or services of any particular Provider or guarantee their acceptance of you into any particular program.

You acknowledge and agree to the following:

- We are not your agent;
- If you enter your information on any form while using the Services, we may share your information with any Provider in accordance with our Privacy Policy (/pages/privacy_policy.html)
- You will at all times comply with the Honor Code for Students
- Providers are not employees or agents of ours; nor are we an agent of the Providers;
- The terms of your relationship with any Provider, including terms, conditions, warranties or representations associated with such dealings are solely between you and the Provider;
- Your rights under any contract you may enter into with any Provider are governed by the terms of such contract between you and the Provider;
- Should you have a dispute with any Provider, you must address such dispute with the Provider directly;
- You will not hold us liable for any loss or damage of any sort incurred as the result of any of your dealings with any Provider;
- We do not guarantee that we will be able to match you with a Provider through your use of the Services, or that the Providers available through the Services are either capable of providing or willing to provide you with products or services;
- You may use our Services as a guide to determine to which schools you should consider applying, but our Services are not an application to educational institutions; and
- We do not guarantee that any Provider will award you credits or grant you a degree.

4. Your Access to the Site

While any Site visitor can view certain Content, in order to fully use all features of our Services, you must register for the Services and create a personal account for yourself (a "User Account") by providing your information such as an email address and a password. You are not permitted to borrow, use or reuse any User Account that was already created for another individual. In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name, educational objective, location and a form of payment (e.g., credit card number). Additional information may be required to confirm your identity. Provision of required information is a condition of your use of the Services and participation in our membership, and you represent and warrant that all the information you provide on the Site is correct, current and complete and does not impersonate any third party.

You acknowledge that your account is personal to you and agree not to provide any other person with access to any part of the Site using your user name, password or other security information. You agree that you will never divulge, lend, resell, attempt to transfer or otherwise share access or access information to your User Account with any third party for any reason. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You agree to exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You also agree that you will create, use, and access only one User Account, and you will not access the Site using multiple User Accounts. You are fully responsible for all use of your login credentials.

5. User Accounts and Account Security

While any Site visitor can view certain Content, in order to fully use all features of our Services, you must register for the Services and create a personal account for yourself (a "User Account") by providing your information such as an email address and a password. You are not permitted to borrow, use or reuse any User Account that was already created for another individual. In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name, educational objective, location and a form of payment (e.g., credit card number). Additional information may be required to confirm your identity.

Provision of required information is a condition of your use of the Services and participation in our membership, and you represent and warrant that all the information you provide on the Site is correct, current and complete and does not impersonate any third party.

You acknowledge that your account is personal to you and agree not to provide any other person with access to any part of the Site using your user name, password or other security information. You agree that you will never divulge, lend, resell, attempt to transfer or otherwise share access or access information to your User Account with any third party for any reason. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You agree to exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You also agree that you will create, use, and access only one User Account, and you will not access the Site using multiple User Accounts. You are fully responsible for all use of your login credentials.

6. Use of the Site and intellectual property rights

You acknowledge that the Site contains Content that is the property of Study.com, its affiliates, its licensors or other providers of such material and protected by copyright, patent, or other intellectual property or proprietary intellectual property rights under United States and foreign laws. You also acknowledge that the Content is and shall remain the property of Study.com or the relevant third party who has been involved in the preparation or publication of such Content. You shall at no time assert any claims of ownership over any Content in connection with your use of the Services.

When accessing the Site or using the Services, you agree to comply with all applicable laws, rules, and regulations, as well as these Terms of Service, and to respect the intellectual property rights of others, including public performance limitations or other restrictions on use of the Services or Content. Subject to these Terms of Service and any Additional Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, and non-sublicenseable license to access the Site and Services (including the right to view lessons through the Services on a streaming-only basis) for your personal, non-commercial purposes only. Except for the foregoing limited license, your use of the Services and Content does not give you any rights or interest in any intellectual property rights in our Services.

7. License Restrictions

If you download, copy or print a copy of the Content for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the materials.

You may not create, recreate, distribute or advertise an index of any Content unless authorized by us in writing.

You shall not either directly or through the use of any device, software, Internet site, web-based service or other means, copy, download, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transfer, rent, sub-license, transmit or retransmit Content except as permitted in the Terms of Service.

The Site and Content is only for your personal use. You shall not build a business utilizing Content, whether or not for profit. Content covered by these restrictions include without limitation any text, graphics, layout, interfaces, logos, photographs, audio and video material and stills.

You are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on Content in any way, unless it is expressly permitted by Study.com in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.

8. User Content Submission

We may provide you with the ability to post certain content, information, text, referral or materials to the Site and Services ("User Content"). With respect to User Content you submit or otherwise make available in connection with your use of the Services, you hereby grant us a fully transferable, sub-licensable, worldwide, perpetual, royalty-free and exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content. You agree to abide by laws regarding copyright and other intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any claims of infringement of third party rights caused by any User Content you provide or transmit, or that is provided or transmitted using your User Account.

To the extent that you provide User Content, you represent and warrant that:

- (a) you own or have all necessary rights, licenses, authorizations and/or clearances to provide and use User Content and permit us to use such User Content as provided above;
- (b) such User Content is accurate, current and reasonably complete;
- (c) you will maintain and update the User Content to keep it accurate, current and reasonably complete;
- (d) you have fully complied with any third-party licenses relating to User Content;

- (e) as between you and us, you shall be solely responsible for any payment of any third party fees related to the provision and use of such User Content;
- (f) such User Content does not and will not infringe, misappropriate or violate our or any third party rights (including without limitation privacy, publicity, intellectual property and any other proprietary rights, such as copyright, trademark and patent rights) or constitute a fraudulent statement, misrepresentation or unfair business practice;
- (g) you will not post or submit User Content that (i) is defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (ii) incites, encourages or threatens immediate physical harm against another, including but not limited to, User Content that promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (iii) contains materials that solicit personal information from anyone under 13 or exploit anyone in a sexual or violent manner;
- (h) you will not post User Content that contains advertisements or solicits any person to buy or sell products or services (other than our Services);
- (i) you will not post or submit User Content that constitutes, contains, installs or attempts to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designed to enable you or others to gather information about or monitor the on-line or other activities of another party;
- (j) you will not transmit chain letter, bulk or junk email or interfere with, disrupt or create an undue burden on this Site or the networks or Services connected to this Site, including without limitation, hacking into this Site, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;
- (k) you will not apply any data mining, data gathering or extraction method to the Site, including, without limitation, any robot, spider, scraper or other system to access the Services for any purpose without our express written permission;
- (l) you will not decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site; and
- (m) you will not impersonate any other person or entity, use the Services to cheat, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity.

We may also provide you with the ability to upload or send information to us regarding the Site or related Services ("Feedback"). By submitting the Feedback, you hereby grant us a sub-licensable, transferable, worldwide, fully paid-up, royalty-free, irrevocable license to use, disclose, reproduce, distribute, sublicense, prepare derivative works of, publicly perform and publicly display any such submission and to make, have made, sell and have sold products based upon the Feedback.

9. Our Management of this Site/User Misconduct

We may but are not required to (a) monitor or review the Site for violations of these Terms of Service or any Additional Terms and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Service or any Additional Terms; (c) refuse, restrict access to or the availability of, or remove or disable (to the extent technologically feasible) any Content including User Content or portions thereof that may violate these Terms of Service or any Additional Terms, the law or any of our policies, or are excessive in size or burdensome, without prior notice to you; and/or (d) manage the Site in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Site.

Without limiting any other provisions of these Terms of Service or any Additional Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in these Terms of Service or any Additional Terms, or of any applicable law or regulation.

Please note that there are risks, including but not limited to the risk of physical harm, in dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on this Site and that you give to other Site users. You are discouraged from publicly posting your full name, telephone numbers, street addresses or other information that identifies you or allows strangers to find you or steal your identity. Despite prohibitions, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Site. We expect that you will use caution and common sense when using the Site.

10. Copyright Infringement

We will terminate the account and access rights of any repeat infringer in appropriate circumstances. If you are a copyright owner or the legal agent of a copyright owner and you believe that any User Content violates your copyright, please see our Digital Millennium Copyright Act Notice (</pages/dmca.html>) for instructions on sending us a notice of copyright infringement.

11. Online Courses, Certifications and Credits

We may offer online courses in a specific area of study or on a particular topic (an "Online Course"). We and our instructors of the Online Courses reserve the right to add, edit, remove, cancel, delay, interrupt or reschedule any Online Course or modify its Content or format as well as the point value or weight of any assignment, quiz, exam or other evaluation of progress. For some courses, subject to your satisfactory performance in the Online Course as determined in the sole discretion of Study.com, you may be awarded a statement acknowledging your completion of the course ("Statement of Completion"). You acknowledge that any Statement of Completion, if provided to you, would be from Study.com and would not constitute an academic credit from any Provider.

You acknowledge that neither we nor our instructors of any Online Course will be involved in any attempts to obtain Online Course recognition by any Provider, unless explicitly stated otherwise on the Site. If you are taking a Study.com Online Course to prepare for any path to credit, including but not limited to a credit-granting exam, you acknowledge and agree that we will not have any authority or responsibility with respect to any award or transfer of academic credit. Furthermore, Study.com bears no responsibility for your performance on the exam, and any exam fees incurred are solely your responsibility.

12. Links to Third Party Websites

The Site may contain links to websites and resources provided by third parties for your convenience. We have not reviewed and are unable to review all such third party websites and resources. You acknowledge and agree that we are not responsible for the availability of such external websites and resources and the content on them, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, goods or services available on or through any such websites. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. Membership, Free Trials, Billing And Cancellation

a. MEMBERSHIP

i. **Membership Term.** Any person with a User Account is a Member. Your membership starts when you create a User Account and will continue unless and until you cancel your membership or we terminate it pursuant to these Terms of Service. You must provide us with a current, valid and accepted method of payment ("Payment Method") to use the Services as a User Account-holding member. You agree to provide accurate, current and complete information during the registration process and to keep it accurate, current and complete. You represent and warrant that you are authorized to use such Payment Method for purchases. We will bill the applicable membership fee to your Payment Method. You must cancel your membership before it renews each month or year as applicable in order to avoid billing of the next billing period to your Payment Method.

ii. **Membership Levels.** We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations, any of which may be subject to Additional Terms. You can find specific details regarding your membership by visiting our Site and following the "My Dashboard" link. Some promotional memberships may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Membership plans are subject to change. We will announce material changes to our membership plans on the Site. You will be required to accept any changed terms prior to continuing to use the Site or Services, and if you do not do so, you will not be permitted to continue to use the Site and Services.

iii. **Teacher Membership.** We may offer a teacher membership plan with additional features such as lesson sharing with students, progress tracking or additional assessments. The teacher membership may be subject to Additional Terms. **YOU MUST BE A TEACHER, INSTRUCTOR OR PROFESSOR AT AN ACCREDITED EDUCATIONAL INSTITUTION TO QUALIFY AND SIGN UP FOR THIS PLAN.** We reserve the right to change or cancel your User Account and associated membership immediately if you fail to verify your teacher status on a timely basis. By successfully maintaining the teacher membership, you are authorized to publicly display the Site, Services, or Content for educational purposes only. For example, as a teacher, you may display the Site, Services, or Content in a group setting such as a classroom, tutoring center or school lab without our express written consent and transmit or distribute the lessons to your students using the Site functionality as provided.

b. FREE TRIALS

i. **Trial Period.** We may offer a free trial for a particular membership plan when you create a User Account with us. The free trial period of your membership lasts for one day or as other duration specified during User Account sign-up ("Trial Period"). Free trials may not be combined with any other offers. Free trials are for new and certain former members only. We reserve the right, in our absolute discretion, to determine your free trial eligibility. If you are eligible for a free trial, we will let you know during the User Account sign-up process, and you will be able to explore the Site and Services during the Trial Period for no charge. Only one Trial Period is permitted

per User Account. If you receive a trial, then you are not eligible for another trial. You acknowledge and agree that your access to and use of the Services during the Trial Period are governed by these Terms of Service. If you participate in the free trial, the terms in the following two paragraphs apply to you.

ii. **Authorization.** We will automatically begin billing your Payment Method at the end of the Trial Period unless you expressly cancel the membership prior to the end of the Trial Period. To view the specific details of your trial membership, including full membership pricing and selected membership plans, visit the "My Dashboard" page on the Site. We may bill your Payment Method for a billing period selected by you (e.g., monthly, annually, etc.) for temporary authorization at the time of the registration process. In some instances, your available balance or credit limit may be reduced to reflect such temporary authorization amount during the Trial Period.

iii. **End of Trial Period.** We have no obligation to notify you of the end of the Trial Period, and you will not receive a notice from us that your Trial Period has ended or that the paying portion of your membership has begun. You hereby acknowledge and agree that it is your sole responsibility to cancel your membership subscription prior to the end of the Trial Period and that not cancelling your trial membership subscription prior to the end of the Trial Period will result in your first payment for the term of your subscription, as well as subsequent recurring charges until you cancel your membership.

c. BILLING

i. **Billing Cycle.** The membership fee for the Services will be billed at the beginning of the paying portion of your membership and each month or year thereafter ("Billing Cycle") depending on your selected billing terms unless and until you cancel your membership. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership ("Renewal Date"). All fees and applicable taxes are payable in United States dollars. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular as indicated below, if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your Renewal Date is subject to change due to changes in your membership. Visit the "My Dashboard" page on the Site to see the commencement date for your next Renewal Date. We may authorize your Payment Method in anticipation of membership or service-related charges. As used in these Terms of Service, "billing" means a charge, debit or other payment clearance, as applicable, against your Payment Method.

ii. **Recurring Billing.** By starting your membership, you authorize us to charge you a monthly or annual membership fee depending on your Billing Cycle at the then current rate, and any other charges you may incur in connection with your use of the Services to your Payment Method. You acknowledge that the amount billed for each Billing Cycle may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed in one or more charges.

iii. **Price Changes.** We reserve the right to adjust pricing for any part of the Services in any manner and at any time as we may determine in our sole and absolute discretion. Any price changes that correspond to the completion of a promotional offer and/or changing or adding a plan will take effect on the Renewal Date without any prior notice to you from us. Except as otherwise expressly provided for in these Terms of Service, any other price changes to your Services will take effect following email notice to you or an announcement on the Site.

iv. **Promotions and Redemption Codes.** We may offer a promotion, contest or coupon code that will provide a discount or extended Trial Period on your membership subscription. These redemption codes may only be redeemed at the Site. Redemption codes are non-transferable, may only be used once and cannot be combined with other codes or redeemed for cash. The validity of redemption codes may depend on the status of the member who redeems it. For example, an existing subscriber may not redeem a code providing a discount for a new subscription. Redemption codes may have an expiration date, after which time the code will not be valid or accepted by the Site. Redemption codes are provided for your use only, and you agree that you will not share any redemption codes with others, including by emailing codes to friends or family, sharing codes on social networking sites, or posting codes to third party websites that are not our Site unless we provide written approval via email or on our Site to do so. We may terminate any promotions and invalidate unused redemption codes in our sole discretion. A discount provided via a redemption code is only valid during your paid subscription. If you cancel your subscription, you also cancel the discount from the redemption code. Reactivating your subscription will not reactivate the discount from the redemption code; nor will it allow you to redeem a code for a discount for new subscribers. If you receive a promotion code through an offer from a third party, additional restrictions may apply.

v. **No Refunds.** No refunds will be given in any circumstances, subject to any written promotional program refunds. At any time and for any reason, however, we may provide credits, discounts, or other considerations to some or all of our members ("Membership Credits"). The amount and form of such Membership Credits, and the decision to provide them, are at our sole and absolute discretion. The provision of Membership Credits in one instance does not entitle you to Membership Credits in the future for similar

instances; nor does it obligate us to provide Membership Credits in the future, under any circumstance. One such reason for Membership Credit may be if you upgrade or downgrade your membership plan. You may receive a pro-rated Membership Credit or charge, as applicable, of the previously paid monthly or annual fee for the remaining days of that month or year, to be applied against the new subscription amount to be charged to your Payment Method on your Renewal Date.

vi. **Payment Methods.** You may edit your Payment Method information by visiting the "My Dashboard" page available at the Site. If a payment is not successfully settled due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method. This may result in a change to your payment billing dates. If you signed up for the Services using your account with a third party (e.g., Facebook, PayPal, iTunes, or similar account) as a Payment Method and wish to cancel your membership with us, including during your Trial Period, please follow the instructions from such third party (e.g., visiting your account with the applicable third party and turning off auto-renew for, or unsubscribing from, our Services). You may also find billing information about your membership by visiting your account with the applicable third party.

vii. **Cancellation.** You may cancel your membership at any time by visiting the "My Dashboard" page on the Site. After cancelling your membership, you will continue to have access to the Services through the end of your Billing Cycle. WE DO NOT PROVIDE REFUNDS OR MEMBERSHIP CREDITS FOR ANY PARTIAL-MONTH OR PARTIAL-YEAR MEMBERSHIP PERIODS, UNWATCHED LESSONS OR UNUSED MEMBERSHIPS.

14. Customer Support

If you need assistance with your account, click on the "Help" or "Support" links on the Site. There you will find answers to many frequently asked questions and information on reaching a Customer Service representative. In certain instances, Customer Service may best be able to assist you by using a remote access support tool through which we would have full access to your computer. If you do not want us to have this access, you should not consent to receive support through the remote access tool, and we will attempt to assist you through other means.

15. Disclaimer of Warranties

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER STUDY.COM NOR ITS AFFILIATES, PROVIDERS, OR ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SERVICE PROVIDERS, ADVERTISERS, INSTRUCTORS, STAFF, SUCCESSORS OR ASSIGNS (EACH, A "STUDY.COM PARTY" AND COLLECTIVELY, "STUDY.COM PARTIES") MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. FURTHER, NEITHER STUDY.COM NOR STUDY.COM PARTIES REPRESENT OR WARRANT THAT (A) THE SITE, CONTENT, SERVICES, ONLINE COURSES, LINKS, GOODS OR SERVICES PROCURED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO AS A RESULT OF YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, EXPECTATIONS OR NEEDS, OR ACHIEVE THE INTENDED PURPOSES; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE SITE, CONTENT, ONLINE COURSES, OR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE; (E) THE SITE, CONTENT AND SERVICES WILL BE COMPATIBLE OR CONTINUE TO BE COMPATIBLE WITH ANY SPECIFIC DEVICE; (F) YOU WILL BE ABLE TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE SITE; OR (G) DEFECTS IN OR ON THE SITE OR ONLINE COURSES WILL BE CORRECTED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STUDY.COM AND STUDY.COM PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT NEITHER STUDY.COM NOR STUDY.COM PARTIES WILL BE LIABLE FOR LOSS OR DAMAGES OF ANY KIND INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS) ARISING OUT OF OR RELATING TO (A) THESE TERMS OF SERVICE; (B) YOUR (OR ANY THIRD PARTY'S) USE OF OR INABILITY TO USE THE SERVICES, SITE OR ONLINE COURSES; (C) DATA LOSS; (D) YOUR PLACEMENT OF ANY MATERIAL ON A SITE; (E) YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH AN ONLINE COURSE, SITE OR ANY WEBSITE LINKED TO OR FROM THE SERVICES; (F)

COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES; (G) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; OR (H) ANY OTHER POTENTIAL CLAIMS RELATED TO THE SITE, SERVICES, CONTENT OR ONLINE COURSES, EVEN IF STUDY.COM PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. STUDY.COM AND STUDY.COM PARTIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, ITS CONTENT OR SERVICES WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF SERVICE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE STUDY.COM PARTIES, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS FOR OUR ABILITY TO MAKE THE SITE AND SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SITE AND SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Mandatory Arbitration

You agree and understand that this Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, satisfies the "writing" requirement of that act, applies to your use of the Site or the Services, and governs all claims, disputes, or controversies between you and Study.com and Study.com Parties, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and claims over the applicability of this arbitration provision (collectively "Claims"). This Section can only be changed or terminated upon mutual agreement.

You understand and agree that all Claims shall be resolved by final and binding arbitration using the American Arbitration Association's ("AAA") Commercial Arbitration Rules ("AAA Rules") in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from these Terms of Service, by one or more arbitrators appointed in accordance with said rules at a location within Santa Clara County, California. Any controversy concerning whether a dispute is arbitral shall be determined by the arbitrator(s) and not by the court. In arbitration, as with a court, the arbitrator must honor the terms of these Terms of Service (including any Additional Terms) and may award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION: (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

Each party to the arbitration will have the right, at its own expense, to be represented by an attorney or other advocate of its own choosing. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but, if applicable arbitration rules or laws require Study.com to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Study.com will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

NO CLASS ACTION MATTERS. You agree that disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party, such as class claims or private attorney general representative actions, with the exception of representative claims solely for injunctive relief brought under California unfair competition law. If any provision of this arbitration provision is deemed unlawful, void or unenforceable, that provision shall be severable from the remainder of this paragraph, which shall remain fully enforceable. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM FOR ALLEGED DAMAGES ONLY ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

18. Indemnification

You agree to indemnify, defend and hold harmless each and all of the Study.com Parties from and against all and any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to (a) your violation of these Terms of Service, (b) your use of the Site, (c) your noncompliance with any law, and (d) any rights of a third party related to User Content that you post or information you otherwise make available to us or through the Services, including, without limitation, any claim of infringement or misappropriation of intellectual property or other proprietary rights.

19. Notice and Comments

We may provide you with notices, including those regarding changes to these Terms of Service, by email, regular mail or postings on the Site. All notices and comments to us must be made in writing and mailed to: Study.com, Attn: Legal Department, 100 View Street, Suite 202, Mountain View, CA 94041.

20. Suspension and Termination

If you no longer desire to participate in the Site, you may terminate your participation at any time. We may suspend, terminate or otherwise restrict your use of the Site or the Services without compensation or notice if you are, or if we suspect that you are, (a) in violation of any of these Terms of Service, or (b) engaged in illegal or improper use of the Site or the Services. We reserve the right to place any account on hold at any time with or without notification to the member in order to protect ourselves and our partners from what we believe to be fraudulent activity. We are not obligated to credit or discount a membership for holds placed on the account by either a representative of Study.com or by our automated processes.

21. California Law and Jurisdiction

All disputes arising out of or related to the use of the Site or Services, as permitted following the mandatory arbitration described above, shall be brought in the state or federal courts located in the Northern District of California, and you hereby irrevocably consent to the exclusive jurisdiction and venue thereof. These Terms of Service will be construed in accordance with the laws of the State of California without regard to its conflict of law principles.

22. Severability

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

23. Assignment

These Terms of Service are personal to you, and you may not transfer, delegate or assign these Terms of Service to anyone. Any attempt by you to assign or delegate these Terms of Service shall be null and void. Study.com may assign these Terms of Service at its sole discretion.

24. No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to these Terms of Service.

25. Waiver

No failure of either party to exercise or enforce any of its rights under these Terms of Service will act as a waiver of such rights.

26. Entire Agreement

These Terms of Service, the Privacy Policy and other applicable Additional Terms constitute the entire agreement between you and Study.com in connection with your use of the Site and the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter contained herein.

Exhibit A

Study.com Mobile App End User License Agreement

This Study.com End User License Agreement (this "EULA") is a legal agreement between you and Study.com, LLC ("Study.com," "we," "us" and "our") related to your use of the Study.com mobile application associated with this EULA (the "Mobile App"). By downloading and using the Mobile App, you acknowledge that you have read, fully understand, agree to, and will be bound by this EULA. If you do not agree to be bound by this EULA, you will not be able to use the Mobile App and you should exit the Mobile App immediately.

1. LICENSE AND GENERAL USE RESTRICTIONS

Subject to the terms of this EULA, Study.com hereby grants you a limited, non-exclusive, and nontransferable license to download, install and use the Mobile App for your personal and non-commercial use on a mobile device owned or otherwise controlled by you ("Mobile Device"). You must comply with all applicable third party terms of agreement when using the Mobile App. Your use of the Mobile App must not violate the terms of your wireless data services agreement for the applicable Mobile Device.

2. ACCESS TO SITE AND SERVICES

The Mobile App provides you with access to Study.com's mobile sites and content (the "Site") and products and services accessible thereon ("Services"). Your access to and use of such Site and Services are governed by Terms of Service and Privacy Policy (/pages/privacy_policy.html).

The Site and Services are based in the State of California in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access all or some of the Site and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Site and Services from

outside the United States, you are responsible for compliance with local laws.

3. MOBILE PLATFORMS

The Mobile App shall only be used on Apple Inc.'s ("Apple") iOS and Google Inc.'s ("Google") Android (collectively, "Mobile Platform").

If you use the Mobile App on a Mobile Device running Apple iOS, then the following terms and conditions apply: (a) you acknowledge this EULA is entered into between you and Study.com only, not with Apple; (b) you shall only use the Mobile App on your Mobile Device in compliance with this EULA and applicable third party terms, including the Usage Rules set forth in the Apple App Store Terms of Service; (c) Study.com, not Apple, is solely responsible for the Mobile App and any information or content received through the Mobile App or the services accessible through the Mobile App; and (d) you acknowledge that, in the event of any third-party claim that the Mobile App or your possession and use of the Mobile App infringes that third party's intellectual property rights, as between Study.com and Apple, Study.com, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

If you use the Mobile App on a Mobile Device running Android, then the following terms and conditions apply: Notwithstanding anything to the contrary in this EULA, if you use the Mobile App on a Mobile Device running Android, you acknowledge and agree that (x) the Mobile App relies in part on functionality provided by Google (the "Google Functionality"), (y) any information provided by you via the Mobile App may be shared with Google in connection with your use of the Google Functionality and (z) all such information shall be handled by Google in accordance with the then-current Google Privacy Policy (currently available at <http://www.google.com/privacy.html>), as may be amended by Google from time to time.

4. CHANGES TO ACCESSIBLE SERVICES; SUSPENSION AND TERMINATION OF RIGHTS

Study.com may, at any time, change, update, modify, suspend or terminate any service that may be accessed through the Mobile App including, without limitation, to improve a service or its functionality; add or remove access to a service; improve ease of use; correct an error or bug; prevent or discontinue harmful or improper access to services; prevent or discontinue unauthorized use of services; comply with a platform provider or government request; or comply with a statute or judicial order.

5. INTELLECTUAL PROPERTY

You acknowledge and agree that the Mobile App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Mobile App under this EULA, or any other rights thereto other than to use the Mobile App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this EULA. Study.com and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Mobile App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA. You further agree not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the Mobile App.

6. THIRD PARTY SOFTWARE

If you use the Mobile App on a Mobile Device running iOS or Android, the Mobile App includes certain library components, including: (a) Angular, Ionic, JQuery, ngCordova and Require.js, the third-party software applications, each of which is distributed to you under the MIT License, available at <https://opensource.org/licenses/MIT> (<https://opensource.org/licenses/MIT>); and (b) Cordova, LocalForage, LSCache, PhoneGap, and TypeScript, the third-party software applications, each of which is distributed to you under the Apache License, Version 2.0, available at <http://www.apache.org/licenses/LICENSE-2.0> (<http://www.apache.org/licenses/LICENSE-2.0>).

7. SUPPORT AND MAINTENANCE

Study.com is not, and you acknowledge the Mobile Platform provider (e.g., Apple, Google) is not, obligated to provide any support or maintenance services to you related to the Mobile App. Any complaints or support requests related to the Mobile App may be reported to us by selecting the "Help" or "Support" links on the Site.

8. EULA TERM AND TERMINATION

This EULA shall become effective upon your acceptance by downloading and using the Mobile App or using the Mobile App and shall remain in full force and effect thereafter until terminated as provided herein. You may terminate this EULA for convenience at any time by deleting the Mobile App from all Mobile Devices that you own or control. Study.com may terminate this EULA for convenience at any time by terminating your access to the Mobile App. Notwithstanding the foregoing, with respect to any user, this EULA shall terminate without any further action needing to be taken by Study.com upon a material breach of the terms of this EULA by you. Upon the termination of this EULA for any reason whatsoever all licenses granted hereunder shall immediately terminate you shall immediately cease and desist from all access to and use of the Mobile App, and shall immediately purge all copies of the Mobile App from your Mobile Devices. The terms set forth in the following paragraphs of this EULA shall survive the termination of this EULA for

any reason: "INTELLECTUAL PROPERTY"; "WARRANTY/DISCLAIMER OF WARRANTIES"; "LIMITATION OF LIABILITY"; "INDEMNIFICATION"; "MANDATORY ARBITRATION"; "CALIFORNIA LAW AND JURISDICTION"; "SEVERABILITY; WAIVER" and "ENTIRE AGREEMENT/THIRD PARTY BENEFICIARIES."

9. EXPORT CONTROL LAWS

You agree to comply with all United States and all other applicable laws, rules, and regulations relating to the export, re-export, or transshipment of the Mobile App.

10. US GOVERNMENT RIGHTS

The Mobile App is commercial computer software, as such term is defined in 48 C.F.R. Â§2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Mobile App as are granted to all other end users under license, in accordance with (a) 48 C.F.R. Â§227.7201 through 48 C.F.R. Â§227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. Â§12.212, with respect to all other US Government licensees and their contractors.

11. WARRANTY/DISCLAIMER OF WARRANTIES

THE MOBILE APP IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, STUDY.COM, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, MOBILE PLATFORM PROVIDERS (E.G., APPLE, GOOGLE), EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE MOBILE APP, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, STUDY.COM PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE MOBILE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL STUDY.COM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE MOBILE APP OR THE SITE AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS EXCEED ONE THOUSAND DOLLARS (\$1,000) IN THE AGGREGATE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR STUDY.COM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE MOBILE PLATFORM PROVIDERS (E.G., APPLE, GOOGLE) WILL NOT BE LIABLE TO YOU FOR ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE OF THE MOBILE APP. IF YOU USE THE MOBILE APP ON A MOBILE DEVICE RUNNING IOS, AS BETWEEN STUDY.COM AND APPLE, BUT SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THIS EULA, APPLE WILL NOT BE RESPONSIBLE TO YOU FOR ANY CLAIM RELATING TO THE MOBILE APP OR YOUR POSSESSION AND/OR USE OF THE MOBILE APP, INCLUDING BUT NOT LIMITED TO, (I) PRODUCT LIABILITY CLAIMS; (II) ANY CLAIM THAT THE MOBILE APP FAILS TO CONFORM TO ANY APPLICABLE LEGAL OR REGULATORY REQUIREMENT; AND (III) CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION, TO THE FULLEST EXTENT AS PERMITTED UNDER APPLICABLE LAWS.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Study.com, its affiliates, providers, or its and their respective officers, directors, partners, shareholders, employees, contractors, agents, licensors, suppliers, service providers, advertisers, instructors, staff, successors or assigns ("Study.com Parties") from and against all and any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising from or relating to your use or misuse of the Mobile App, your breach of this EULA, or your noncompliance with law.

14. MANDATORY ARBITRATION

You agree and understand that this Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, satisfies the "writing" requirement of that act, applies to your use of the Mobile App, and governs all claims, disputes, or controversies between you and Study.com and each and all Study.com Parties, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and claims over the applicability of this arbitration provision (collectively "Claims"). This Section can only be changed or terminated upon mutual agreement.

You understand and agree that all Claims shall be resolved by final and binding arbitration using the American Arbitration Association's ("AAA") Commercial Arbitration Rules ("AAA Rules") in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this EULA, by one or more arbitrators appointed in accordance with said rules at a location within Santa Clara County, California. Any controversy concerning whether a dispute is arbitral shall be determined by the arbitrator(s) and not by the court. In arbitration, as with a court, the arbitrator must honor the terms of this EULA and may award the prevailing party damages and other relief (including attorneys' fees).

However, WITH ARBITRATION: (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

Each party to the arbitration will have the right, at its own expense, to be represented by an attorney or other advocate of its own choosing. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but, if applicable arbitration rules or laws require Study.com to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Study.com will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

NO CLASS ACTION MATTERS. You agree that disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party, such as class claims or private attorney general representative actions, with the exception of representative claims solely for injunctive relief brought under California unfair competition law. If any provision of this arbitration provision is deemed unlawful, void or unenforceable, that provision shall be severable from the remainder of this paragraph, which shall remain fully enforceable. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM FOR ALLEGED DAMAGES ONLY ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

15. CALIFORNIA LAW AND JURISDICTION

All disputes arising out of or related to the use of the Mobile App, as permitted following the mandatory arbitration described above, shall be brought in the state or federal courts located in the Northern District of California, and you hereby irrevocably consent to the exclusive jurisdiction and venue thereof. This EULA will be construed in accordance with the laws of the State of California without regard to its conflict of law principles.

16. SEVERABILITY; WAIVER

If, for any reason, a tribunal or court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect. Any waiver of any provision of this EULA will be effective only if in writing and signed by or on behalf of Study.com.

17. ENTIRE AGREEMENT/THIRD PARTY BENEFICIARIES

This EULA constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledge that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this EULA, save those expressly set out in this EULA, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this EULA save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party. No variation of this EULA shall be effective unless it is in writing and signed by or on behalf of Study.com. If you use the Mobile App on a Mobile Device running iOS, Apple and its subsidiaries are third party beneficiaries of this EULA and may enforce this EULA against you as a third party beneficiary. Subject to such right of Apple to enforce this EULA as a third party beneficiary, a person who is not a party to this EULA has no right under any applicable law to enforce any term of this EULA.

Honor Code for Students

Online Courses

When using a Study.com Online Course, you must make sure that: (a) your answers to homework, quizzes and exams will be your own work (except for assignments that explicitly permit collaboration); (b) you will not make solutions to homework, quizzes or exams available to anyone else (including both solutions written by you and any official solutions provided by us); and (c) you will not engage in any other activities that will dishonestly improve your results or dishonestly improve or hurt the results of others.

Instant Answers

To make sure you get the most out of Instant Answers, we want to help you understand what it is for and how to use it. Follow our instructions to obtain the answers you need while also exercising academic honesty. When submitting questions to Instant Answers, please:

- Don't use Instant Answers to do your homework (or write your essay) for you. We're here to help you study and understand concepts you're struggling with. We can answer your questions and direct you to lessons that you'll find useful, but you agree not to simply copy and paste the answers we give you.
- Don't write one-word questions. Make sure you're giving our instructors enough detail and context so that they can provide a meaningful response.
- Don't put multiple questions in one submission. Each question should be submitted in its own ticket so we can deliver your questions to the correct subject matter experts.
- Don't use Instant Answers in any way that violates the rules of your assignment, classroom, or academic institution. This would include plagiarizing or using outside help when you're instructed not to.

Cheating

We all know that cheating is bad, and there are a lot of reasons not to cheat! Let's look at a few of them:

- First, the person who is the most hurt when you cheat is you. Seriously! Cheating on your homework means that you won't learn the material, which will hurt you in your current class and in the future. Homework and essays are a great way to learn and think about the material, and cheating will only hurt you in the long run.
- Second, all teachers and academic institutions take cheating seriously. If you're caught cheating on your homework or plagiarizing your answers or essay from another source, you will likely face serious consequences. In some cases, you might just receive a zero on the assignment, but in others, plagiarism can result in an automatic failure in your class, or maybe even expulsion from your school depending on the academic honesty policy in place.
- Third, now more than ever, it's really easy to get caught for cheating! Copying answers from a page on the internet might seem like a quick way to complete your homework, but it's just as easy for your teacher to find those exact phrases with a simple Internet search. It's important for you to think about the information you're reading and phrase it in your own words, rather than simply copying from outside sources.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

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-  [Top Information Technology Degree Programs - Cincinnati, OH \(/articles/Top_Information_Technology_Degree_Programs_-_Cincinnati_OH.html\)](/articles/Top_Information_Technology_Degree_Programs_-_Cincinnati_OH.html)
Five schools in the Cincinnati, OH, area have top ranking information technology programs. Read on to find out more about what these top schools...
-  [Top School for a Degree in Information Technology - Little Rock, AR \(/articles/Top_School_for_a_Degree_in_Information_Technology_-_Little_Rock_AR.html\)](/articles/Top_School_for_a_Degree_in_Information_Technology_-_Little_Rock_AR.html)
Students interested in studying information technology in the Little Rock area have a number of schools to choose from. Read about the top school's...

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Curriculum, relevancy of sample programs, and outcomes will vary by school.
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