

TERMS AND CONDITIONS

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. THESE TERMS REQUIRE THE USE OF ARBITRATION (ON AN INDIVIDUAL BASIS ONLY; I.E., CASE CONSOLIDATIONS AND CLASS-ACTIONS ARE NOT PERMITTED) IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN SERVICES FROM THIS WEBSITE UNLESS YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; AND (C) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

- 1. Applicability of Terms and Conditions:** These terms and conditions (these "Terms") apply to your purchase of services through <http://www.hereforyoueducation.com> (the "Site"). These Terms are subject to change at any time without prior written notice by Here For You Educational Services, LLC (referred to herein as either "Company," "we," "us," or "our"). The most recent version of these Terms will be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which will be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
- 2. Online Orders:** When placing an order on our Site, you are effectively offering to purchase whatever services you select. We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we elect to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion.
- 3. Payment Terms:** All applicable prices are set forth alongside the services offered on the Site. Such prices are subject to change at any time by us in our sole discretion. You will be responsible for the prices stated at the time of your transaction, as well as any sales, use, excise, and related taxes. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
- 4. Third Party Payment Processor:** We use third-party service providers for payment processing services. By submitting payment or purchasing services on the site you agree to be bound by such third-party's Privacy Policy and Terms of Service and hereby authorize us to share any information and payment instructions you provide to the minimum extent required to complete your transaction.
- 5. No Returns:** Due to the nature of the products, all sales are final, and no returns, cancellations or rejections of any product will be accepted or permitted. You recognize and agree that you will not be entitled to a refund for any purchase under any circumstances.
- 6. Intellectual Property License.** You acknowledge and agree that all uses on the Site and in these Terms of the words "sell," "buy," "sale," "resale," "purchase," and the like refer to the purchase or sale of a license only. As such, all goods and services provided hereunder are offered solely for license, and not actually for sale to you or any third party. Additionally, you understand and acknowledge that we, will remain the sole and exclusive owner of all intellectual property rights in any services (and any related documentation, instructions, or other materials provided therewith), subject to your limited license to

exploit the services pursuant to the terms hereof and for your own personal noncommercial use. For clarification, you will not acquire ownership rights in and to the intellectual property rights incorporated in any services.

7. Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability:

- (a) **Buyer's R&Ws.** You represent and warrant to us as follows: (i) that you have the right to enter into any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (iii) that you are buying services from the Site for solely your own use, and not for resale and/or export.
- (b) **Not Medical or Professional Advice.** The information and services provided and sold on the Site are based upon our personal experience, opinions, advice, research, or from other comments and should not be relied upon as, and are not to be construed as, professional, or medical advice. We do not guarantee the accuracy or completeness of any of the information or services provided and are not responsible for any loss resulting from your reliance on such information.
- (c) **No Warranties:** THE USE OF THE SITE AND ANY SERVICE IT PROVIDES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (1) THE SERVICES WILL MEET YOUR REQUIREMENTS, (2) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS OF USING THE SERVICES WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF SERVICES WILL MEET YOUR EXPECTATIONS, OR (5) THAT ANY ERRORS IN THE SOFTWARE UTILIZED BY THE SERVICES WILL BE CORRECTED.
- (d) **Sole and Exclusive Remedies/Liability Cap:** **SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY SERVICES. ADDITIONALLY, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

8. Privacy Policy: Please review our Privacy Policy, which can be found at the following address [www.hereforyoueducation.com/privacy-policy]. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site.

9. Third Party Beneficiaries: These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

10. Force Majeure: Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

11. Assignment: Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or

delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

12. Partial Invalidity: In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

13. Governing Law/Binding Arbitration:

(a) **Governing Law:** These Terms shall be governed by the laws of the State of Georgia without regard to its conflict of laws principles.

(b) **Binding Arbitration:** Subject to subsection (c) below and all applicable laws, you are agreeing to give up: (i) your right to litigate any claims that may arise hereunder in court or before a jury; and (ii) your right to consolidate any claim and/or participate in any class-action claim that may arise hereunder in any manner or forum. Instead, any claim, dispute, or controversy of any kind or nature arising hereunder which cannot be amicably resolved by us shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before one arbitrator sitting in Cobb County, Georgia. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Georgia. The decision of the arbitrator(s) shall be in writing with written findings of fact and shall be final and binding on the parties. We shall bear all of our own costs, as well as your reasonable outside attorneys' fees, actually incurred in connection with any such arbitration proceedings; provided, however, that if we are the prevailing party, we shall be entitled to reimbursement for those amounts that were expended on your behalf. With respect to any arbitration hereunder, as stated above, you hereby expressly waive any right to consolidate any claim and/or participate in any class-action claim of any kind or nature. This Section (14) provides your sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. If any provision of this clause is found unenforceable, such unenforceable provision will be removed and the remaining terms will be enforced.

(c) **Small-Claims Option:** Notwithstanding the foregoing, you may elect to pursue a breach of warranty claim in small-claims court rather than submit to binding arbitration, but only if you provide us with written notice of your desire to do so within ninety (90) days of your purchase transaction. Any small-claims court proceeding initiated hereunder will be limited solely to your individual dispute; i.e., you are not permitted to file, or participate in, a class action suit or consolidated claim in small-claims court with respect to these Terms.

14. No Waivers: Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

15. Notices: We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time at nsbrown@hereforyoueducation.com.

16. Entire Agreement: These Terms, along with the confirmation email referenced in Section (2) above, any instructions that we provide you with relating to any product or service you obtain from us through the Site (including without limitation any license agreement), and our Site's 'Privacy Policy,' shall,

collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.

