



NUCAMP, INC

Student Enrollment Agreement

Nucamp Coding Bootcamp
12707 NE 30th Street, Bellevue WA 98005
1-800-313-8350

This Student Enrollment Agreement (this "**Agreement**") is between Nucamp and:

Name: <i>Ronald Rajski</i>	Telephone: <i>210-860-4394</i>	
Address: <i>2547 Ashley Oak Dr Schertz TX 78154</i>		
NUCAMP AGREES TO PROVIDE THE BOOTCAMP <i>Web Development Fundamentals</i>		
Start date: <i>02/03/2020</i>	End date: <i>02/29/2020</i>	
Bootcamp consists of: <i>4 weeks of instruction * 17.5 hours / week = 70 total hours</i>		
COST		
Registration Fee (included)	<i>\$ 399.00</i>	
Tuition	<i>\$ 399.00</i>	
TOTAL	<i>\$ 399.00</i>	
METHOD OF PAYMENT		
I agree that the payment of program costs will be satisfied by:	<i>Credit / Debit Card</i>	
And/Or third party payer	<i>n/a</i>	
PAYMENT SCHEDULE		
Date	Payment	Amount
<i>01/31/2020</i>	<i>Payment 1 at registration</i>	<i>\$ 399.00</i>
Payment is due immediately at the date set forth in the payment schedule. Nucamp reserves the right to terminate enrollment of a student after 3 failed attempts to charge the student's preferred method of payment.		

AGREEMENT NOTICE

This Agreement will be binding only when it has been fully completed, signed, and dated by the student and an authorized representative of the school prior to the time instruction begins.

The Agreement will be deemed fully completed, signed, and dated by the student and by Nucamp's CEO when the student has submitted his consent on the registration web page, immediately prior to payment.

CHANGES TO AGREEMENT NOTICE

Any changes in the Agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student, or student's parent or guardian if he/she is a minor. Notwithstanding the foregoing, Nucamp reserves the right to change the content and format of its classes at any time without the student's approval. Classes may be held via videoconference or in-person. Nucamp reserves the right to switch classes from videoconference to in-person or from in-person to videoconference at any time, as necessary to accommodate student enrollment.

CANCELLATION AND REFUND POLICY

Nucamp will refund all money paid if the applicant is not accepted in a bootcamp.

Should the student's enrollment be terminated or should the student withdraw for any reason, or should a bootcamp be cancelled, all refunds will be made according to the following refund schedule:

1- If the bootcamp has not started:

- Nucamp will reimburse 100% of the money paid by the student within 5 business days of registration (excluding Sundays and holidays)
- after 5 business days, Nucamp will retain a registration fee of \$30 for Web Development Fundamentals bootcamps or \$100 for other bootcamps and reimburse the remaining amount paid.

2- After the bootcamp has started: the amount retained by Nucamp is calculated based on number of weeks of attendance:

- 1 week of attendance: 10% of total tuition + registration (for example: $10\% \times \$1765 + \$100 = \$262$)
- more than 1 week of attendance but less than 25% of total instruction weeks: 25% of total tuition + registration
- equal to or more than 25% but less than 50% of total instruction weeks: 50% of total tuition + registration
- equal to or more than 50% of total instruction weeks: 100% of total tuition

When calculating refunds, the official date of a student's termination is the last day of recorded attendance, which will be either:

1. When the school receives notice of the student's intention to discontinue the training program via the student self-service Web portal, or via email; or
2. When the student is terminated for a violation of a published school policy which provides for termination; or,

3. When a student, without notice, fails to attend classes for 30 calendar days (on the 30th day).

All refunds will be paid within 30 calendar days of the student's official termination date.

For reference:

- Web Development Fundamentals bootcamps comprise 4 weeks of instruction
- Front-End and Mobile Development bootcamps comprise 14 weeks of instruction
- Full Stack and Mobile Development bootcamps comprise 18 weeks of instruction

Nucamp also offers students the following options:

- Pause their attendance to a bootcamp and resume it with another cohort for a one-time fee of \$99
- Retake a class with another cohort for a one-time fee of \$99
- Retake a complete bootcamp for a one-time fee of \$199

TERM

This Agreement sets forth your rights, as a customer ("**you**"), with regard to certain educational products and services that you have either licensed or purchased.

DESCRIPTION OF EDUCATIONAL PRODUCTS AND SERVICES

You will be provided with those products and services including, if applicable, a limited, revocable, non-exclusive, non-transferable and non-sublicensable right for access to Nucamp's curated online courses, curriculum, learning management system and applicable instructional tools and online services (collectively, the "**Education Services**").

TERMINATION

Nucamp may terminate this Agreement without cause at any time prior to start of instruction, in which case you are entitled to a full refund of all tuition costs.

Nucamp may terminate this Agreement without cause with fifteen (15) days' prior written notice to you after start of instruction, in which case you are entitled to a full refund of all tuition costs.

Nucamp may terminate this Agreement for cause at any time immediately if the other party breaches any term of this Agreement or Student Code of Conduct in effect at the time of enrollment, in which case the cancellation policy applies. Upon termination, Nucamp party shall be entitled to seek any remedies to which it shall be entitled at law or in equity.

INFORMATION REQUIREMENTS

You will provide Nucamp with all information required by Nucamp to provide you with the Education Services, including your contact information, use of which will be governed by Nucamp's Privacy Policy.

PUBLICITY

You hereby agree that Nucamp shall have the right, but not the obligation, to list you as a customer in marketing materials promoting Nucamp or the Education Services. In addition, Nucamp may use at no charge any photographs [or videos] taken of you during your time at Nucamp bootcamps in connection with your use of the Education Services for any purpose.

DISCLAIMER OF WARRANTIES

NUCAMP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NUCAMP MAKES NO GUARANTEES AS TO YOUR RESULTS OR ACHIEVEMENTS, INCLUDING YOUR SUITABILITY FOR ANY PARTICULAR EMPLOYMENT IN ANY PROFESSION. NUCAMP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED AS PART OF THE EDUCATION SERVICES. NUCAMP DOES NOT WARRANT THAT USE OF THE NUCAMP WEBSITE OR THE EDUCATION SERVICES ONLINE, IF ANY, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT THE NUCAMP WEBSITE OR THE EDUCATION SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY

You acknowledge and agree that all courses, content (educational or otherwise), software, graphics, pictures, documents, licenses, designs and materials and any and all derivatives thereof (collectively, "**Works**") made available to you are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and Nucamp (or another third party) owns all right, title and interest in and to the Works. You acknowledge and agree that you have no intellectual property interest or claims in the Works and no rights to make any use of such Works except as expressly granted herein. **Except as expressly authorized in writing by Nucamp, you agree not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Works.** You will not permit any action that would impair any of Nucamp's rights in the Works. You agree not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws; (e) in any way access, use, or copy any portion of the Works to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works or the Education Services; (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of Nucamp displayed on any portion of the Works; or (g) use the Works or the Education Services for any commercial purpose or for the benefit of any third party or in any matter not permitted by this Agreement. You shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. If you breach any provision contained in this paragraph, Nucamp's interests will be irreparably injured, the full extent of Nucamp's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. You agree that Nucamp will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice, in addition to seeking monetary damages.

LIMITATION OF LIABILITY

IN NO EVENT SHALL NUCAMP BE LIABLE TO YOU, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER NUCAMP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO EVENT SHALL NUCAMP'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY YOU FOR THE EDUCATION SERVICES.**

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Washington. You hereby submit to the exclusive jurisdiction of any state or federal court sitting in King County, Washington in any action or proceeding arising out of or relating to this Agreement and you agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

MISCELLANEOUS

A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance. If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances. Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence. You shall comply with the terms and conditions of Nucamp's Terms of Use (see Attachment C hereto) pertaining to the use of courseware, web sites and learning management systems. In case of conflict between the terms of this agreement and those of the Nucamp Terms of Service, the terms of this agreement shall govern. You may provide notice to us at our email address at info@nucamp.co, and we may provide notice to you at the contact information that you provided to us when you subscribed to the Education Services.

NOTICE TO BUYER

Do not sign this Agreement before you read it or if it contains any blank spaces. This is a legal instrument. All pages of this contract are binding. Read both sides of all pages before signing. You are entitled to an exact copy of the agreement, school catalog, and any other papers you may sign, and are required to sign a statement acknowledging receipt of those.

CANCELLATION OF CONTRACT

If you have not started training, you may cancel this contract by submitting written notice of such cancellation to the school at its address shown on the contract. The notice must be postmarked no later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this

contract; the written notice may also be personally or otherwise delivered to the school within that time. In event of dispute over timely notice, the burden to prove service rests on the applicant.

UNFAIR BUSINESS PRACTICES

It is an unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her financial sponsors if he/she is a minor, and a written statement notifying all parties that the cancellation and refund policy continues to apply.

NOTICE OF FINANCIAL OBLIGATION

Washington law requires the following information to be supplied to each student enrolling in a private vocational school licensed under Chapter 28C.10 RCW. One copy of this notice bearing original signatures must be attached by the school as addenda to that individual's enrollment agreement, as well as a copy provided to the enrollee by the school.

ACKNOWLEDGMENT BY ENROLLEE

1. I understand and accept that any contract for training I enter into with the Nucamp contains legally binding obligations and responsibilities.
2. I understand and accept that repayment obligations will be placed upon me by any loans or other financing arrangements I enter into as a means to pay for my training.
3. I understand that any enrollment contract I enter into will not be binding or take effect for at least five days, excluding Sundays and holidays, following the last date such a contract is signed by the school and me, provided that I have not entered classes.

HOW TO FILE A COMPLAINT

Washington law requires private vocational schools to inform students how to file a complaint. By signing this form you acknowledge this process has been explained to you. Below are the next steps the school must take in discussing this policy with you, along with information about the complaint process.

DISCUSSION ABOUT COMPLAINT POLICY REQUIRED

First, a school representative must discuss the school's complaint policy with you. Following this discussion, you will be provided with this attachment to sign. After you sign this form, the school will give you a copy for your personal records. The school will also keep a copy on file.

ACKNOWLEDGMENT OF COMPLAINT PROCESS BY STUDENT

1. The school has described the grievance and/or complaint policy to me.
2. I understand that the policy can also be found in the school catalog.
3. I know I should first try to resolve a complaint or concern with my instructor or school administrator.
4. I understand nothing prevents me from contacting the Workforce Board at 360-709-4600 at any time with a concern or complaint, and complaint forms are:
http://wtb.wa.gov/PCS_Complaints.asp.
5. I understand that I have one year to file a complaint from my last date of attendance.

6. I further understand that in the event of a school closure, I have 60 days to file a complaint.
7. I also understand that complaints are public records.
8. Finally, I acknowledge that details about the complaint process, my rights, and any restrictions on the time I have to file a complaint can be found at http://wtb.wa.gov/PCS_Complaints.asp

TERMS OF USE

These Terms of Use (the "**Terms of Use**") apply to websites owned and operated by Nucamp, Inc and its affiliates (the "**Company**," "**we**" or "**us**") located at <https://www.nucamp.co> and <https://learn.nucamp.co> and all associated domain names and all other websites affiliated with the Company, and any other linked pages, features, content, or application services offered from time to time by us in connection therewith (collectively, the "**Website**"). The Website is the property of the Company.

BY USING THE WEBSITE, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND HAVE THE CAPACITY TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. **IF YOU DO NOT AGREE WITH THESE TERMS OF USE, DO NOT USE THE WEBSITE.**

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY THE "DISPUTE RESOLUTION" SECTION BELOW FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).

ACCESS TO THE WEBSITE

The Website is owned or operated by us. Subject to the terms and conditions of these Terms of Use, we may offer through the Website certain content, features or services described more fully on the Website ("**Content**"), solely for your own personal use, and not for the benefit of any third party. The term "**Content**" shall include, without limitation, the content offered by us on the Website and any feature or service we offer or perform for you. We may change, suspend or discontinue all or any part of the Content or the Website at any time. We also may impose limits on certain features and services or restrict your access to parts or all of the Website without notice or liability. You understand and agree that the Content is provided on an "AS IS" basis. We expressly and completely disclaim any and all liability in connection with the availability, accuracy, timeliness, security or reliability of the Content. We also reserve the right to modify, suspend or discontinue Content at any time for any reason, without notice, and without any liability to you. We reserve the right, in our sole discretion, to modify these Terms of Use at any time by posting the modified Terms of Use on the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Content or the Website following one the updated Terms of Use are posted constitutes your acceptance of the terms and conditions of these Terms of Use as modified. These Terms of Use are void where prohibited by law, and, if void, your right to access the Website is revoked.

PROPER USE

You agree that you are responsible for your own communications and for any consequences thereof. Your use of the Content is subject to your acceptance of and compliance with these Terms of Use, including our Privacy Policy (<https://www.nucamp.co/privacy>). You agree that you will use the Content

in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (a) use the Content to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by us; (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; or (c) prevent others from using the Content in a manner consistent with these Terms of Use. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Content, and may subject you to state and federal penalties and other legal consequences. We reserve the right, but shall have no obligation, to investigate your use of the Content in order to determine whether a violation of these Terms of Use has occurred or to comply with any applicable law, regulation, legal process or governmental request.

RESPONSIBILITY FOR COMMUNICATIONS FEES AND USAGE CHARGES

By utilizing the Content, you acknowledge that you may and you consent to receive e-mail or text messages on your phone or mobile communications device, and that the receipt of such messages may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees, or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees, or costs may apply to your use of the Content.

PERSONAL INFORMATION

For information regarding our treatment of personally identifiable information, please review our current Privacy Policy, which is hereby incorporated into these Terms of Use by reference.

WEBSITE CONTENT

The Website and its contents are intended solely for the personal, non-commercial use of Website users and may only be used in accordance with the terms of these Terms of Use. All materials displayed or performed on the Website (including, but not limited to text, graphics, software, articles, photographs, images, video, audio, illustrations or works of authorship of any kind (also considered part of the "Content")) are protected by copyright and other intellectual property laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Website, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (a) without the express prior written consent of the respective owners, and (b) in any way that violates any third party right.

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FEEDBACK

We welcome feedback, comments and suggestions for improvements to the Website ("**Feedback**"). You can submit Feedback by emailing us at info@nucamp.co. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

USER SUBMISSIONS

In the course of using the Content and the Website, you and other users may provide information that may be used by us in connection with the Content and which may be used by or visible to certain other users. You understand that by posting information or content on the Website or otherwise providing content, materials or information to us or in connection with the Content or the Website (collectively, "**User Submissions**"), you hereby grant to us a non-exclusive, worldwide, royalty-free, sublicensable, perpetual, irrevocable, and transferable right to use and fully exploit such User Submissions (including all related intellectual property rights) and to allow others to do so. However, we will only share your personally identifiable information in accordance with our current Privacy Policy. You also hereby grant each user of the Website and Content a non-exclusive license to access your User Submissions through the Website, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions for any purpose. You are solely responsible for all your User Submissions. You represent and warrant that you own all your User Submissions or you have all rights that are necessary to grant us the license rights in your User Submissions under these Terms of Use. We cannot guarantee the authenticity of any data that users may provide about themselves. You acknowledge that all Content accessed by you using the Website is at your own risk and you will be solely responsible for any injury, damage or loss to any party resulting therefrom.

YOUR WARRANTY

You warrant, represent and agree that you will not contribute any content or otherwise use the Website in a manner that (a) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (b) violates any law, statute, ordinance or regulation; (c) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (d) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. We reserve the right to remove any Content from the Website at any time, for any reason. You remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Website.

RESTRICTIONS

Use of the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run any form of auto-responder, or "spam" on the Website, or any processes that run or are activated while you are not

logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Website's infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Content. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Content. You may not transfer your account to anyone without express prior written consent of Company.

WARRANTY DISCLAIMER

THE CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE WEBSITE AND CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE IN THESE TERMS OF USE, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY CONTENT (INCLUDING CONTENT POSTED BY THIRD PARTIES) AND RELATED SERVICES FOR:

- PERSONAL INJURY, PROPERTY DAMAGE, THEFT, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF REPORTS, LOSS OF CONTENT, BUSINESS INTERRUPTION, MOBILE DEVICE FAILURE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; AND
- DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR YOUR USE OF THE WEBSITE, CONTENT, OR ANY RELATED SERVICES, INCLUDING AMOUNTS PAID BY YOU OR ON YOUR BEHALF FOR TUITION FOR EDUCATION OR TRAINING PROGRAMS OR COURSES PROVIDED BY THE COMPANY.

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 WE WERE 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 (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) THAT MAY OCCUR AS A RESULT OF YOUR USE OF THIS WEBSITE; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE COMPANY, AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS WEBSITE; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE COMPANY FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF THE COMPANY AND ITS

AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

REGISTRATION AND SECURITY

As a condition to using Content, you may be required to register with us and select a password and user name ("**Company User ID**"). You shall provide us with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your account. You may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; or (ii) use as a Company User ID a name subject to any rights of a person other than you without appropriate authorization. We reserve the right to refuse registration of or cancel a Company User ID in our discretion. You are responsible for maintaining the confidentiality of your password.

INDEMNITY

You agree to indemnify, defend and hold harmless us and our managers, members, owners, officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Website and Content or your breach of these Terms of Use. Furthermore, you agree that we assume no responsibility for the content you submit or make available through the Website.

GOVERNING LAW

These Terms of Use and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Washington, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in the "Dispute Resolution" Section below, the exclusive jurisdiction for all Disputes (defined below) that you and Company are not required to arbitrate will be the state and federal courts located in King County, Washington, and you and Company each waive any objection to jurisdiction and venue in such courts.

DISPUTE RESOLUTION

- Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website or Content (collectively, "**Disputes**") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and the Company agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms of Use, and that you and Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use.
- Exceptions and Opt-out. As limited exceptions to the Mandatory Arbitration of Disputes Section above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice

of your desire to do so by email at info@nucamp.co or by regular mail at 12707 NE 30th St, Bellevue, WA 98005, within thirty (30) days following the date you first agree to these Terms of Use.

- Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

- Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We will pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we will pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.
- Class Action Waiver. YOU AND CLIENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- Effect of Changes on Arbitration. Notwithstanding the provisions regarding changes to the Terms of Use above, if we change any of the terms of this "Dispute Resolution" Section after the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use), you may reject any such change by sending us written notice (including by email to info@nucamp.co) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Company's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the Company in accordance with the terms of this "Dispute Resolution" Section as of the date you first accepted these Terms of Use (or accepted any subsequent changes to these Terms of Use).
- Severability. With the exception of any of the provisions in subsection (e) above ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms of Use is invalid or unenforceable, the other parts of these Terms of Use will still apply.

THIRD-PARTY MATERIALS

The Website may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third- party advertising ("**Third Party Materials**"). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

TERMINATION

These Terms of Use shall remain in full force and effect while you use the Website. You may terminate your use of the Website or your account at any time by contacting us at info@nucamp.co. We may suspend or terminate your access to the Content, Website or your account at any time, for any reason. All provisions of these Terms of Use, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

COPYRIGHT DISPUTE POLICY

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at www.lcweb.loc.gov/copyright/legislation/dmca.pdf). It is our policy to (a) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (b) remove and discontinue service to repeat offenders.

PRIVACY POLICY

This Privacy Policy ("**Policy**") describes how Nucamp, Inc. ("Nucamp", "**Us**" or "**We**") may collect information from you, how we use it, and with which parties it may be shared. **If you do not agree with this Policy, please do not provide any information to us.** By accessing or using this Website or any App (each as defined below) or by otherwise providing information to use in any of the ways covered by this Policy, you are agreeing to the current terms of this Policy.

What Does This Policy Cover?

This Policy covers all information provided by you to us using one of the following methods (each a "**Covered Method**"):

- use of any websites owned or operated by or on our behalf, including nucamp.co (our "**Websites**");
- e-mailing, texting, or other electronic communications, such as filling out forms on one of our Websites ("**Submitted Forms**").
- installation and use any of the software applications that we may develop for use on tablets or mobile devices (each an "**App**");
- posting of information or uploading of information to one of our pages on a social media site, including tweets, images, user-generated content, personally identifiable information ("**Personal Information**" or "**PII**"), digital sounds, and pictures ("**Social Information**")

- interacting with our advertising or applications that we serve on third-party websites and services ("**Served Ads**")

This Policy does not apply to information collected any way other than via a Covered Method (including as a result of you using or clicking on any application or content that may link to or be accessible from or on the Website ("**Linked Sites**") or any advertising displayed on one of our Websites that is provided by anyone other than us ("**Third Party Ads**").

Because Nucamp is a technology company, it is likely that you will provide the same information to us multiple different ways during the course of application, enrollment, registration, attendance, and graduation.

What Information Do We Collect?

Any time that you use one of our Websites or Apps, provide information via a Submitted Form or click on or interact with a Served Ad, we will likely collect some types of information from you as a result of that action. Depending on the action you take, we may collect any of the following types of information:

- PII that you provide to us;
- certain types of financial and payment information to complete transactions with us, including to pay registration fees or tuition fees ("**Financial Information**");
- information that relates directly to you other than your PII that you provide to us such as records and copies of your correspondence, responses to surveys, details of transactions you carry out, interactions with our students, and search queries on the Websites ("**Volunteered Information**");
- certain information that we automatically collect as you navigate through the Websites or use an App about your equipment, devices and browsers, and your use of our Websites and Apps ("**Usage Information**"); and
- information that is provided to us from third parties, for example, our business partners ("**Third Party Information**").

Financial Information

Certain features of our Websites and Apps may permit you to provide us with Financial Information in order to complete transactions for products and services that you request. Financial Information may include credit card information or payment card information. In such case, it is our policy to direct you to our designated third party payment processing portal which is hosted by a third party payment processor. We do not collect, access, store, or process your credit card information or debit card information. Please read the privacy policy published on our payment processor's website regarding the use, storage, and protection of your credit card information before submitting credit card information and debit card information. We may also request other Financial Information and information related to financial aid eligibility.

Volunteered Information

First, you may correspond with us directly, answer surveys on our Websites, or provide us with unsolicited information. Except for PII or Financial Information, we do not assume any obligation of confidentiality or nondisclosure for Volunteered Information. You should be selective about the information you choose to disclose as Volunteered Information. Second, certain of our Websites or Apps may permit you to communicate with other users or post certain content or comments to public forums that can be viewed by other users. Anything that you post in these areas is public and not protected. You should not post any PII or Financial Information to any public forum. We cannot control the actions of other users of the Websites and do not guarantee that Volunteered Information will not be viewed by unauthorized persons or competitors.

Usage Information

When you use our Websites or Apps, we may use certain technologies to automatically collect certain Usage Information, including:

- IP address
- Operating system
- Browser type
- Collection date
- Day of week, time of day (hour)
- Language settings
- Country, state, designated market area (DMA), city (relating to IP address, if available)
- Domain (.com, .net, .mil, .org, .edu, etc.)
- Web pages viewed
- Email clicks or other actions taken
- Logs

We also may use certain technologies, such as cookies, to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking) for the purpose of using such data to deliver advertising that is based on your web-viewing behaviors. Using cookies also helps us to improve our Website and to deliver a better and more personalized service, including enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Websites according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Websites.

We may use the following types of cookies:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Websites.
- **Flash Cookies.** Certain features of our Websites may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Websites. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Choices about How We Use and Disclose Your Information.
- **Web Beacons.** Pages of our Websites and our e-mails may contain small electronic files known as Web Beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an e-mail and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

In using behavioral tracking, we follow the Self-Regulatory Principles for Online Behavioral Advertising developed by the Digital Advertising Alliance (a coalition of marketing, online advertising, and consumer advocacy organizations).

- We do not associate your interaction with unaffiliated sites with your Personal Information in providing you with interest-based ads.
- We do not provide any Personal Information to advertisers or to third party sites that display our interest-based ads.
- We may use information provided about you by third parties (such as the sites where you have been shown ads or demographic information) that we may use to provide you more relevant and useful advertising.

If you do not wish to receive Served Ads from us, please visit the DAA opt-out pages at www.aboutads.info/choices or <http://www.youonlinechoices.com> to learn how you may opt out of receiving personalized ads from member companies.

How Do We Use Your Information?

We use information that we collect about you or that you provide to us, including any Personal Information:

- to present our Websites and Apps to you;
- to determine your admissibility and to register you for your selected educational programs at Nucamp;
- to contact you regarding your status with Nucamp;
- to provide requested products and services;
- to respond to your inquiries and provide customer support;
- to administer promotions in which you have indicated an interest;
- for our internal marketing purposes, which include, but are not limited to, sending you material about products, services, updates, etc. that we think may be of interest to you;
- for investigation of information security and information asset protection-related incidents;
- to test, correct and improve our content, applications and services;
- to develop new applications, products and services;
- for behavioral tracking purposes;
- to prevent potentially illegal activities (including illegal downloading of copyrighted materials in accordance with our Copyright Infringement policy);
- to investigate suspicious activity and financial aid fraud;
- to obtain or collect payment;
- to provide you with information concerning arrangements and other options for the repayment of funds loaned to you for your education;
- to maintain educational and business records for reasonable periods;
- to enforce our Terms of Use;
- in connection with the contemplated or actual reorganization, merger, acquisition, financing, securitization, insuring, sale or other disposal of all or part of our business or assets;
- for any other purpose for which you provide it;
- to notify you about changes to our Websites or Apps or any products or services we offer or provide through it;
- to allow you to participate in interactive features on our Websites;
- as may be required or permitted by legal, regulatory, industry self-regulatory, insurance, audit or security requirements applicable to us;
- in any other way we may describe when you provide the information;
- and for any other purpose with your consent.

When Would We Disclose Your Information?

We may disclose aggregated information that we collect from use of our Websites and Apps about our

users, and use information that does not identify any individual, without restriction, in accordance with applicable laws.

We may disclose your Personal Information:

- to our third-party services providers who have access to your Personal Information only for the purpose of performing services on our behalf;
- with our web analytics providers, including Google Analytics, which we use to gather information about how users engage with our Websites. For more information about Google Analytics, please visit www.google.com/policies/privacy/partners/. You can opt out of Google's collection and processing of data generated by your use of the Websites by going to <http://tools.google.com/dlpage/gaoptout>.
- for any of the purposes listed above for which we may use your Personal Information;
- to fulfill the purpose for which you provide it;
- for any other purpose disclosed by us when you provided the information;
- with your consent;
- to comply with any court order, law or legal process, including to respond to any government or regulatory request;
- with a third party as a result of a transaction such as a merger, acquisition or asset sale or if our assets are acquired by a third party in the event we go out of business or enter bankruptcy, in which case, some or all of our assets, including your Personal Information, may be disclosed or transferred to a third-party acquirer in connection with the transaction; and
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Nucamp, our customers or others.

In addition, your Social Information will be displayed to other users of our social media sites. For example, if you comment on our Facebook page, other users of Facebook will see any comment you post and will be able to view any public information on your Facebook page.

What Are Your Options For Managing Your Information?

You can review and change your Personal Information by logging onto <https://learn.nucamp.co> and visiting your account profile page. You may also send us an e-mail at **privacy@nucamp.co** to request access to, correct or delete any Personal Information that you have provided to us. We cannot delete your Personal Information on <https://learn.nucamp.co> except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. Even if you delete your Volunteered Information, anything that was posted to a public forum may remain viewable in cached and archived pages, or might have been copied or stored by other Websites users. If you have provided us with your prior express written consent to receive communications via an automatic telephone dialing system (auto-dialer), artificial or prerecorded voice messages, or text messages, you may opt out at any time by texting **STOP** to cancel future text messages except for one additional confirmation message stating that you've opted out.

If you do not wish to receive marketing e-mail or direct mail communications from us, you may express your choice where indicated on the applicable e-mail or other communication. If you do not wish to receive marketing telephone calls, you may express your choice to opt-out by e-mailing **privacy@nucamp.co**. If you are a Nucamp student or alumni, you may limit access to certain portions of your educational records by sending us an e-mail at info@nucamp.co. Submitting any of the opt-out requests described above will only remove you from our list. We are not responsible for the use any other party may make of any information that has been transferred in accordance with this Policy prior to our receipt of your opt-out.

What About Children Under the Age of 13?

Our Websites and Apps are not intended for children under 13 years of age. If you are under 13, do not use the Website or App. If we learn we have collected or received Personal Information from a child under 13, we will delete that information as soon as possible.

What Are My California Privacy Rights?

California Civil Code Section 1798.83 permits users of our Website who are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to privacy@nucamp.co.

Do We Record or Monitor Any Communications?

We may monitor, record, and retain all incoming and outgoing communications, including e-mails and phone calls for training of our representatives and for quality assurance purposes. By electing to call us or e-mail us, you agree that your call may be recorded or your e-mail may be retained. We only retain recordings and records for as long as necessary to adequately discharge the legitimate business purpose related to the call or e-mail purposes, unless a specific communication needs to be retained for legal reasons.

How Do We Protect Your Information?

We take commercially reasonable precautions and have implemented commercially reasonable technical measures intended to protect against the risks of unauthorized access to, erroneous disclosure of, and unlawful interception of Personal Information submitted via the Website. However, your e-mail transmissions and/or other communications containing Personal Information may be unlawfully intercepted or accessed by third parties and/or the Website may be subject to hostile network attacks or administrative errors. We cannot and do not guarantee the security of any information transmitted over the Internet. Once we receive your Personal Information, we take steps that we believe are commercially reasonable to limit access to your Personal Information to only those employees and service providers whom we determine need access to the Personal Information to provide the requested products, services, offers or opportunities that may be of interest to you. However, even after we receive your Personal Information, we cannot guarantee that your Personal Information may not be accessed, disclosed, altered, or destroyed as a result of a breach of our commercially reasonable efforts or as a result of any other event beyond our reasonable control. Accordingly, we cannot and do not guarantee that your Personal Information is completely secure and safe from such risks. **FOR THE AVOIDANCE OF DOUBT, EXCEPT AS REQUIRED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR USAGE INFORMATION.**

What about international users of the Websites and Apps?

By using a Website or App, you agree and acknowledge that the Website or App is hosted in the United States. If you are accessing a Website or App from a physical location outside the United States (other than the European Union), your use of the Website or App is governed by U.S. law and you are transferring your Personal Information to the United States.

How Do We Notify You About Changes To This Policy?

It is our policy to post any changes we make to our Policy on this page with a notice that the Policy has been updated on the Website's home page. If we make material changes to how we treat our users' Personal Information, we will notify you by e-mail to the e-mail address specified in your account. The date the Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our

Websites and this Policy to check for any changes.

What Is Our Contact Information?

To ask questions or comment about this Policy and our privacy practices, contact us at:

privacy@nucamp.co

CERTIFICATION

I certify that I read and understand the cancellation and refund policy, the notice of financial obligation, the complaint procedure, the terms of use, the privacy policy. I received a copy of the school catalog and I am entitled to an exact copy of this enrollment agreement, school catalog, and any other papers I sign.

Student: I hereby agree to the conditions set forth herein.	
Ronald Rajski	
<i>Ronald Rajski</i>	01/31/2020
	Date
Authorized School Representative: As the authorized representative of the school, I hereby agree to the conditions set forth herein.	
Karim El Nagggar, CEO	
<i>Karim El Nagggar</i>	01/31/2020
	Date

This school is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this private vocational school may be made to:

Workforce Training and Education Coordinating Board
128 - 10th Avenue SW
Olympia, Washington 98501
Phone: 360-709-4600 Web: wtb.wa.gov