



STUDENT ENROLLMENT AGREEMENT

Galvanize, Inc. ("Galvanize") and **Scott Schmidl**, ("Me", "I", "My"), agree as follows (the "Agreement"):

- 1. AGREEMENT TERM & EFFECTIVE DATE:** This Agreement becomes effective on the date of execution and remains in effect through the date that I complete the educational program specified below.

Program Name:	<i>Galvanize Data Science Immersive</i>
Program Length:	<i>12 Weeks</i>
Campus:	<i>Galvanize - Denver - Platte Campus</i>
Address:	<i>Onsite at 1644 Platte Street Denver, CO 80202</i>
Total Program Hours:	<i>480</i>
Program Schedule:	<i>8:30 am to 5:30 pm on Monday through Friday</i>
Scheduled Start date:	<i>06/29/2020</i>
Scheduled End date:	<i>09/25/2020</i>

- 2. INSTRUCTIONAL PROGRAM:** In consideration for the payment of the Fees specified at Section 11, Galvanize shall provide hands-on training consisting of lectures, structured and unstructured labs, pairing sessions, exercises, challenges, tests and reviews, collectively constituting the educational program referred to in the section above. ("Program")

- A. PRECOURSE REQUIREMENTS:** Prior to the Scheduled Start Date of the Program I shall complete the online pre-course requirements consisting of self-guided assignments and projects, provided by Galvanize, requiring a deep understanding of Program-appropriate math & coding fundamentals estimated to take anywhere from 2-4 weeks to complete. During this time, Galvanize will assess my technical skills and determine whether I have met the minimum requirements to begin to the Program.
- B. ACADEMIC POLICIES:** I understand that I am required to comply with the Galvanize academic policies found in the Course Catalog, including, without limitation, the Attendance Policy, Code of Conduct and the Policy Against Harassment. The Catalog is available to view or download at <https://www.galvanize.com/regulatory-information>.
- I have read and understand the above referenced academic policies and was presented with an opportunity to ask questions about the policies before signing this Agreement.
 - I understand that if I fail to attend any portion of the Program for any reason, I may not receive any remedial opportunity from Galvanize and may be withdrawn from the Program. Under these circumstances, I will be entitled to a **prorated** refund as specified in Section 4.

3. CANCELLATIONS, WITHDRAWALS AND REMOVALS:

- A. CANCELLATION:** I understand that I have the right to cancel this enrollment agreement and obtain a full refund of all tuition and fees paid if I notify Galvanize in writing at any time prior to midnight of the third (3rd) business day after signing this Agreement. Cancellation shall be effective when I give written notice via email to admissions@galvanize.com. I understand that I am not expected to pay any Fees until I have signed their enrollment agreement.
- B. WITHDRAWALS:** I may withdraw from the Program at any time after the Scheduled Start Date. Withdrawal is effective upon notifying the Galvanize Coordination Team at admissions@galvanize.com.
- C. REMOVAL FROM PROGRAM:** I understand and agree that Galvanize has the right, at its sole discretion, to withdraw Me from the Program at any time for the following reasons;
- i. Violation of any academic policies in the Course Catalog, including the attendance policy;
 - ii. Failure to adhere to the Code of Conduct or the Policy against Harassment;
 - iii. Failure to pay any Fees as specified herein;
 - iv. Failure to pass periodic assessments.

4. REFUND POLICY: Galvanize will refund all monies paid if I am denied admission to the Program.

- A.** If I am removed or withdraw after the three (3) business days cancellation period, but before the Scheduled Start Date, I am entitled to a full refund of all tuition and fees paid, less the non-refundable registration fee set forth in Section 11 herein.
- B.** If I am removed or withdraw after the Scheduled Start Date, Galvanize will retain the non-refundable registration fee plus a percentage of tuition and fees, which is based on the percentage of contact hours attended in the Program, as described in the table below. The refund amount is calculated based on the official date of termination or withdrawal. All refunds must be paid within thirty calendar days of the student's official termination date.
- C.** In the event Galvanize discontinues the Program prior to my completion, I will receive a full refund of tuition and fees paid, except that this provision shall not apply in the event that Galvanize ceases operation, or if a student withdraws, or is otherwise removed.

If I separate from the Program...	Galvanize will retain this percentage of tuition:
Within the first 10% of program	10% (plus the non-refundable registration fee)
After 10% but within the first 25% of program	25% (plus the non-refundable registration fee)
After 25% but within the first 50% of program	50% (plus the non-refundable registration fee)
After 50% but within the first 75% of program	75% (plus the non-refundable registration fee)
After 75%	100%
The last day I will be eligible for a prorated refund is;	09/04/2020

D. VETERANS REFUND PROVISION: In accordance with VA Regulation 21.4255-1, Students not accepted by the school and students who cancel the contract by notifying the school within three business days are entitled to a full refund of all tuition and fees paid. If any student withdraws after three business days, but before commencement of classes, he/she will be entitled to a full refund of all tuition and fees paid including the registration fee in excess of \$10. In the case of students withdrawing after commencement of classes, the School will retain a cancellation fee plus a percentage of the tuition and fees, which is based on the percentage of the Program attended, as described in the table below. The refund is based on the last day of recorded attendance.

5. ADMISSION POLICY: Each of Galvanize's full-time, immersive programs requires an application, and all candidates are interviewed before an enrollment decision is made. Galvanize does not discriminate based on race, sex, religion, ethnic origin, or disability, and we strongly encourage students from backgrounds underrepresented in the technology industry to apply to Galvanize. While we accept international students, we do not assist with visa requirements.

- A. GENERAL REQUIREMENTS:** Galvanize Immersive programs require a minimum of a high school diploma or GED for admission. Galvanize may not accept any high school diploma from an online or correspondence high school unless the high school is;
- i. Authorized to offer online or correspondence high school diplomas by the state they are located within; or
 - ii. Accredited by an accrediting agency recognized by the U.S. Department of Education and authorized to issue high school diplomas by that accrediting agency; or,
 - iii. Approved in writing by the Colorado Department of Higher Education or the Colorado Department of Education.
- B.** Galvanize collects evidence of a high school or equivalent degree or higher before enrollment in a Galvanize program. Galvanize maintains written records of the previous education and training of a veteran or eligible person and clearly indicates whether appropriate credit has been given for previous education and training with the training period shortened proportionately where applicable; and the respective veteran or eligible person and the Department of Veterans Affairs are so notified.
- C. GALVANIZE DATA SCIENCE IMMERSIVE:** To be considered for the Data Science Immersive, applicants must be at least 18 years old and have at least 3 years college experience in a quantitative discipline (preferred,) some programming experience, and excellent communication skills. Programming experience can be either academic or self-taught. Applicants also must be comfortable with college-level statistics and mathematics, and successfully complete a rigorous technical admissions interview or assessment; and complete all Precourse materials.
- D. HACK REACTOR SOFTWARE ENGINEERING IMMERSIVE:** To be considered for the Software Engineering Immersive, applicants must be at least 18 years old, successfully complete a rigorous technical admissions interview or assessment; and complete all Precourse materials.

6. STUDENT DISCLOSURES

- A. NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:** I understand that the transferability of credits I earn at Galvanize is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the credits you earn in the Program is also at the complete discretion of the institution to which you may seek to transfer. If the credits that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Galvanize to determine if your credits will transfer.

B. RECEIPT OF COURSE CATALOG: Prior to signing this Agreement, you must be given a catalog or brochure, which you are encouraged to review prior to signing this Agreement. I certify that I have been provided the Course Catalog, which can be viewed and downloaded at <https://www.galvanize.com/regulatory-information>.

C. Galvanize is approved and Regulated by the Colorado Department of Higher Education, Private Occupational School Board.

DS
SS
Initials: _____

7. MISCELLANEOUS: ASSIGNMENT: I permit Galvanize to assign this agreement to any legal successor-in-interest, provided that Galvanize has submitted a change of ownership application and it has been approved by the Bureau of Private Postsecondary Education. **SEVERABILITY:** If any part of this Agreement is found to be unenforceable, Galvanize and I agree that the remaining provisions shall be enforceable to the greatest extent possible under applicable law. **WAIVER:** Galvanize's failure to enforce any provisions of this Agreement shall neither be construed as a waiver of the provision nor prevent the Galvanize from enforcing any other provision of this Agreement. **AMENDMENT:** No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Galvanize and Me. **COUNTERPARTS:** Galvanize and I may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement. This Agreement may be delivered by facsimile or electronic transmissions, and facsimile or electronic copies of executed signature pages shall be binding as originals. **SURVIVAL:** I understand and agree that My obligations under Section 10, "Tuition & Fees"; Section 7, "Dispute Resolution"; Section 8a, "Student Placement" and Section 9, "Proprietary Materials", will survive the termination and/or expiration of this Agreement. **CREDENTIALS:** I understand that Galvanize will withhold my credentials and place a hold on my student records if all outstanding Fees are not paid by the graduation date.

8. DISPUTE RESOLUTION: A "Dispute" includes but is not limited to disagreements over the Agreement, the quality, utility, costs or appropriateness of the Services, the Expectations, obligations to timely pay the Fees, and any other events or occurrences involving Galvanize and Me that arises out of this Agreement. I understand that Galvanize has an open-door policy to discuss Disputes.

A. ELECTION TO RESOLVE DISPUTES USING BINDING ARBITRATION: In the event that there are unresolved Disputes, then Galvanize and I agree that all Disputes between Galvanize and Me of any nature whatsoever shall be resolved by binding arbitration administered by American Arbitration Association in Denver County, Colorado. The Federal Arbitration Act shall govern this agreement to the fullest extent possible, irrespective of the location of the arbitration proceedings or of the nature of the court in which any related proceedings may be brought. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any such arbitration without the prior written consent of both parties.

- i. The arbitrator shall have power to decide all matters, including arbitrability, but must decide all Disputes in accordance with California law. The judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction.
- ii. Galvanize and I choose arbitration because it is usually less expensive and quicker than litigation, and it will allow private resolutions of Disputes. The arbitrator shall allow limited discovery to enable Galvanize and Me to present our cases and will be mindful of our mutual desire to avoid the expense of the broad discovery allowed in civil litigation.
- iii. I have been cautioned to read this entire Agreement and I have read this entire Agreement. Having read this entire Agreement and negotiated it on equal footing and at arm's-length, I **UNDERSTAND I AM WAIVING MY RIGHT TO A JURY TRIAL.**


B. If any part of this Arbitration provision is held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent

compatible with the applicable law as it shall then appear. A court or other entity construing this Agreement should administer, modify, or interpret it to the extent and such manner as to render it enforceable.

- C. Arbitration of a student grievance does not preclude the student from seeking a remedy from the Colorado Department of Education, Private Occupational School Board. Attempting to resolve any issue with the School first is strongly encouraged. Student Complaints may be brought to the attention of the Division of Private Occupational Schools online at <http://higher.ed.colorado.gov/dpos>, 303-862-3001, or 1600 Broadway, Suite 2200, Denver, CO 80202.
 - D. Complaints or claims pursuant to §§ 23-64-121(4)(a) or 23-64-124, C.R.S., may be filed in writing with the Board within two years after the student discontinues his or her training at the school, or at any time prior to the commencement of training. Other complaints may be filed in writing with the Board within two years of the date the alleged injury and its cause were known or should have been known. Students must file all complaints in writing. No action regarding third party complaints (a student, enrollee, or parent or guardian of the student or enrollee claiming loss of tuition or fees) is required, except as required by § 23-64-121(4)(a), C.R.S.
 - E. **WARRANTY DISCLAIMER:** I understand that except as specified herein, Galvanize makes no warranties, express, implied or otherwise, including any warranties with respect to employment, regarding the accuracy, completeness or effectiveness of the Program. I understand that if I use any Materials, software, literary work, audiovisual work, or code, provided by Galvanize, Galvanize makes no warranty that such Materials, software, literary work, audiovisual work, or code will not infringe or misappropriate third party intellectual property rights when used by Me. All Services are provided “as is.”
- 9. NO GUARANTEE OF EMPLOYMENT:** Galvanize has not guaranteed Me any job or any credential, salary, or bonus. I agree that My payment of the Fees and My participation in the Program does not ensure Me any job, salary, or bonus. This Agreement is solely for My participation in the Program in exchange for My payment of the Fees. I understand that Galvanize is not hiring Me and will not rely on Galvanize to find Me employment.
- A. **STUDENT PLACEMENT:** If I am extended an offer of employment after completing the Program, I agree to provide Galvanize with a copy of the original, and any subsequent offer letters from any company whose offer of employment I choose to accept. I understand and agree that my placement will be counted towards student outcomes statistics and annual reporting for Galvanize. Galvanize will not make any personal identifying information public.
 - B. **INTERNATIONAL STUDENTS:** I understand that Galvanize does not provide visa sponsorship to students and does not provide guidance or support on any student's visa status or visa-related issues. Students are encouraged to seek outside legal counsel concerning visa issues. I understand that Galvanize Programs are taught in English and that I must be able to read, write and communicate proficiently in English.
- 10. PROPRIETARY MATERIALS:** I understand and agree that any materials provided or furnished to Me, electronically or otherwise, by Galvanize during the course of, or in furtherance of my participation in the Program (“Materials”) are represented by Galvanize to belong to Galvanize and/or its licensors. Galvanize reserves all rights in the Materials, and I understand and agree that I have no right to retain any Materials and will not reproduce or disseminate the Materials or use the Materials other than in accordance with this Agreement.
- 11. TUITION & FEES:** In consideration for My participation in the Program, I agree to pay Galvanize the following cost of attendance (“Fees”) as specified herein. I will make all payments in US dollars by Personal Check, Money Order, Pre-Approved Wire Transfer or ACH Bank Transfer.
- A. **LATE PAYMENT FEE:** I agree to pay a daily late-payment penalty constituting one thirtieth (1/30) of ten percent (10%) of the outstanding balance calculated as follows; [Total Unpaid Balance * 10% /365] until I

have paid all amounts owing. I agree that penalties will be added to My total Fees and that Galvanize may permanently exclude Me from the Program for non-payment of Fees. Under no circumstances will late penalties exceed four dollars and thirty-three cents (\$4.33) per day.

- B. STUDENT RESPONSIBILITY FOR LOANS:** If I have taken any loans to pay the Fees, I understand that I am responsible for the repayment of both the principal and interest for My loans, less any refunds. Under no circumstances shall Galvanize assume any obligations for my loan.
- C. CONSEQUENCES OF LOAN DEFAULT:** I understand that if I default on a federal or state loan, both of the following may occur:
- The federal or state government or a loan guarantee agency may take action against me, including applying any income tax refund to which I am entitled to reduce the balance owed on the loan.
 - I may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.
- D. THIRD PARTY PAYMENT:** If I have a third party agreeing to pay any portion of the Fees, I understand that I remain fully responsible for the Fees should the third-party refuse to pay, pay in full, or offer only partial payment. I understand that If a third party paid for tuition on My behalf, such as a lender, any refund transaction will be made to that third party in the amount of the refund due (but in no event greater than what that third party paid on your behalf). If there is an excess balance of the refund after payment to that third party, that amount will be refunded to Me.
- E. PAYMENT SCHEDULE SELECTION:** I understand that in order to enroll and guarantee a spot in the Program, **I must pay a deposit of \$2,000.00 upon the execution of this Agreement.** I elect to pay the balance of the Fees as selected below;

UPFRONT PAYMENT: Balance due by the Scheduled Start Date.	Payment of \$15,980.00 due on 06/29/2020 .
SPLIT PAYMENT: Pay the balance of Fees in two installments.	Payment of \$6,990.00 due on 06/29/2020 , and an additional payment of \$8,990.00 due on 08/17/2020
THIRD-PARTY LOAN PROVIDER: I have arranged for 3rd party loan with Climb or Skills Fund.	If only financing a portion of the Fees, the remaining balance will be paid by 06/29/2020
OTHER THIRD-PARTY PAYMENT:	NOTE: Additional verification required for 3rd Party Payment.
SELECTION: Other Third-Party Payment	INITIAL: 



TUITION & FEES FOR ATTENDANCE:	
Program Tuition:	\$17,970.00
Program Registration Fee (Non-Refundable):	\$10.00
<u>TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:</u>	\$17,980.00
<u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:</u>	\$17,980.00
Payment Schedule	
<u>TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:</u> (includes non-refundable Program Registration Fee)	\$2,000.00
Tuition Credits Applied:	(\$0.00)
Outstanding Balance of Fees due based upon selection above.	\$15,980.00

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that Galvanize's cancellation and refund policies have been clearly explained to me. This enrollment agreement is legally binding when signed by Me and accepted by Galvanize.

6/15/2020 23:49 PM PDT	Scott Schmidl	DocuSigned by: A15A837D0346461...	
Date	Enrollee Legal Name	Enrollee Signature	
1222 Grand Ave	San Diego	CA	92109
Street Address	City	State/Country	Postal Code
1987-03-26	X X X - X X - 1829	7323306155	
Date of Birth	Social Security Number (Last 4 digits)	Phone Number	
6/16/2020 07:26 AM PDT	Michael Frank	DocuSigned by: 97C8EC996B654E9...	
Date	Galvanize Agent Name	Galvanize Agent Signature	

Notes:

Pending benefit approval, full tuition will be paid via third party payer: GI Bill. In the event that approval is not obtained, the student is responsible for any balance in tuition pursuant to their enrollment agreement.



Record of Previous Education and Training

Instructions: Admission into the Galvanize immersive program requires completion of secondary education. Please fill out all the requested information below. If an item is not applicable, write "NA." The completed form is to be maintained in each student's file. A copy of the completed form will be given to the student.

Student Information

Name: Scott Schmidl	SSN: xxx-xx- 1829	Date of Birth (mm/dd/yy): 1987-03-26
Name of Program: Galvanize Data Science Immersive		
Secondary Education: <input checked="" type="checkbox"/> High School Diploma <input type="checkbox"/> Home Schooled <input type="checkbox"/> GED		

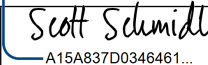
Post-secondary Education

Type of School	Name and Location of School	Dates Attended				Graduated		Type of Diploma/ Degree	Major Field of Study
		From MO	YR	To MO	YR	YES	NO		
College or University	Eastern University	08	2005	05	2011	X		B.A.	Math
Technical or Vocational									
Other									

Previous Training

Identify previous experience and skills that relate to the program curriculum for which you desire credit.

Student Certification

I certify that all the above information is true and complete.			
		Scott Schmidl	6/15/2020 23:49 PM PDT
(Signature of Student)		(Printed Name of Student)	Date (mm/dd/yy)

**GENERAL RELEASE OF NAME & LIKENESS**

I, the undersigned, having full authority to execute this Release on behalf of myself, for the good and valuable consideration herein, grant Galvanize, its agents, employees, licensees, and assigns the right to use, adapt, modify, reproduce, distribute, sublicense, broadcast, publicly perform and/ or display, in any form now known or later developed, the materials indicated below (the "Materials") specified in this Release throughout the world, and/or by incorporating such Materials into one or more works, which may include advertising promotional materials relating thereto.

Materials:

☒ Name ☒ Voice ☒ Quote(s)/Testimonials(s)
☒ Visual or Virtual Likeness (on photographs, video, film, graphics, etc.)
☒ Graphics, sound effects, music, video, audio, animation, screenshots, text, and other creative output.
____ Other: _____

I, release Galvanize, its agents, employees, officers, directors, licensees, representatives, and assigns from any and all claims I may have now or in the future for invasion of privacy, right of publicity, trademark infringement, copyright infringement, defamation or any other cause of action arising out of the use, reproduction, adaptation, modification, distribution, sublicensing, broadcast, performance or display of the Materials.

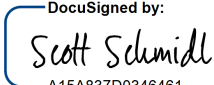
I represent and warrant that the Materials identified above are either original to me and/or owned by me and/or I have full authority from the owner of the Materials to grant this Release. The Materials accurately represent my typical experience and results with Galvanize's product and services, and I have disclosed to Galvanize any material connection with Galvanize, such as an expectation of additional consideration in exchange for this Release.

I waive any right to inspect or approve any works that may be created containing the Materials. I waive any and all moral rights I may have in the Materials.

I understand and agree that, between me and Galvanize, Galvanize is and shall be the exclusive owner of all right, title and interest, including copyright, in any materials and content using, adapting, modifying, reproducing, distributing, performing, broadcasting or displaying the Materials, except as to pre-existing rights in any of the Materials, which I have made Galvanize aware of, released hereunder.

I am of full legal age and have read this Release and fully understand and agree to its content.

Signature for Individual

DocuSigned by:

A15A837D0346461...

Name: Scott Schmidl

Date: 6/15/2020 | 23:49 PM PDT

STUDENT FACILITIES AND PORTAL USE AGREEMENT

revised 5/8/19

This Galvanize Facilities & Portal Use Agreement (this “**Agreement**”) is a legally binding agreement between Galvanize, Inc., referred to in this Agreement as “Galvanize,” “we” or “us,” and the individual named as the Student on the signature page below and referred to in this Agreement as “the Student,” “your” or “you.” “Galvanize,” “we” or “us” as used in this Agreement also includes any subsidiaries and other entities affiliated through any direct or indirect ownership with Galvanize, Inc., including Galvanize and Hack Reactor, LLC.

TERMS AND CONDITIONS

Galvanize operates urban campuses for coalescing and supporting communities of early stage technology companies and entrepreneurs (“**Members**”) and providing developer training programs and workshops (the campuses and other Galvanize facilities together are referred to the “**Galvanize Community**” and a physical location of a campus in the Galvanize Community is referred to as a “**Campus**”). As a Galvanize student, you will have access to certain Galvanize facilities on the Campus of your Galvanize enrollment. You may also be provided with access to our web- based Galvanize Community Portal (the “**Portal**”). The Terms and Conditions of this Agreement have been developed by Galvanize to help facilitate the Galvanize Community, Members and Galvanize students to operate in a dynamic, professional and safe environment in the Galvanize Community and for you to have access to the Portal.

By executing this Agreement in connection with your enrollment in a Galvanize educational program prior to being provided access to the Galvanize Community, you agree to that your rights to access and use certain facilities and services of the Campus and the Galvanize Community are subject to your compliance with the terms and conditions of this Agreement. These Terms and Conditions give Galvanize flexibility to operate and manage the Galvanize Community to meet our objectives and to protect us from liabilities that could jeopardize our ability to do this. By executing this Agreement, you understand and agree to comply with this Agreement, and you acknowledge that this Agreement is legally binding on you.

By executing this Agreement, you acknowledge that you have the capacity and ability to comply with your obligations under this Agreement.

A. Use of Workspaces:

1. As a Galvanize student:
 - a. you have access to an unused and available seat on an “as-available” basis in the open work area we designate for your Galvanize class, as well as wireless Internet connection and other community facilities and services as provided in this Agreement; and
 - b. you have access to Galvanize classrooms when not being used for classes, training or other Galvanize or Member use on an “as-available,” and
 - c. you have access to the Galvanize Community Portal, client and guest reception during your Campus’s regular business hours (generally, 9:00am to 5:00pm, Monday through Friday, excluding holidays), access to and use of common spaces and amenities (subject to any applicable additional fees and usage policies), office cleaning services, trash removal and other building services that Galvanize may make available to Galvanize students from time to time.



Student Facilities and Portal Use Agreement

- d. Upon graduation, or after you complete your residency employment with Galvanize if applicable, you will be provided an option to stay on as a Galvanize member for six 6 months.

2. **Fees for Optional Services:** The Galvanize Community may make available certain optional services, that may vary by Campus, on an “a la carte” basis (“**Optional Services**”) for a monthly fee. Optional Services are provided on a month-to-month basis, subject to availability and modification from time to time in the sole discretion of Galvanize. These services may include locker storage and parking, for example. **You must sign up for each Optional Service you want.** We will inform you if an Optional Service is not available generally or not available to Galvanize students. You can cancel any Optional Service by giving us written notice at least thirty (30) days before the last day of the month in which you want that Optional Service to end.

3. Termination.

- a. This Agreement and your rights under this Agreement terminate one hundred and eighty (180) days after the completion of your Galvanize program, or, if your enrollment in Galvanize terminates for any reason before completion of your Galvanize program, at the time of that earlier termination.
- b. Your rights to membership and use of the Campus and the Portal, and your other rights under this Agreement, will terminate automatically upon termination of this Agreement and you will cease all use of the Galvanize Community and the Portal. Upon the termination of this Agreement, you will vacate the Campus and remove all of your property, you will return all Galvanize property, you shall cease all use of the services and software provided by Galvanize or its licensors, and destroy all copies, full or partial, of such software.

- B. **Use of Campus.** The following terms and conditions apply to you and any visitors you invite to the Campus (such persons are collectively referred to as “**Visitors**”) while at your Galvanize Campus, using the Portal or using other Galvanize facilities or services. You are responsible for assuring compliance with these Terms of Use by each of your Visitors.

1. While you are an active student in a Galvanize Immersive program, you have full membership access to the Galvanize campus where you are attending the class. This includes key fob/ card and 24-hour access.
2. Upon completion of a Galvanize Immersive course, you will be invited to access the campus for a period of six months on a limited membership. This limited membership entitles an alumni or former student to use the Galvanize Community facilities during working hours (9:00-5:00pm Monday-Friday) in any of the Galvanize campuses. This does not include 24-keycard access and does not include use of the classrooms or student storage space that is reserved for active students. Alumni will be given an access pass that they can present to the front desk when entering any Galvanize campus.
3. Your Galvanize Community and Campus may only be used for purposes related to your enrollment in a Galvanize program. You may not conduct any business-related activities on the Campus.
4. Your conduct must comply at all times with all applicable laws, rules and regulations. You are responsible for knowing what laws, rules and regulations apply to you. You may not conduct or engage in any criminal or other illegal activities of any kind.

5. You and your Visitors shall conduct yourselves in accordance with any Rules of Conduct issued or posted by Galvanize from time to time in addition to these Terms and Conditions.
6. You understand that the Galvanize Community is shared with other students, Galvanize staff, Members and other people and businesses. You may not conduct any disruptive activities, make noise or play music that might interfere or disturb the use of a Campus by other students, Galvanize or any other Members and occupants of any Campus.
7. You are entitled to have Visitors on an occasional basis. However, you must limit repeat or regular Visitors to only those persons who need to meet with you for purposes related to your Galvanize attendance and for limited time periods. Galvanize has the right to require pre-approval of any visitors, and/or the payment of a guest fee or the right to deny access to persons who Galvanize believes are regularly working out of a Campus. Galvanize also has the right to require any repeat or regular Visitors to be subject to its membership process and pay applicable fees if admitted as a Member.
8. Neither you nor any of your Visitors may ask, invite, allow or encourage any person or business to conduct any sales, marketing or other solicitation on a Campus directed toward other students, Galvanize or Members unless expressly permitted by Galvanize in connection with your Galvanize enrollment. Galvanize may immediately deny approval of any Visitors in its sole discretion and on a case-by-case basis.
9. You may not publish, post or otherwise make available in the public domain names of any Galvanize students, faculty, Members, employees of Members, or names of employees or other persons associated with Galvanize in a manner that may attract uninvited visitors or solicitations or for other commercial purposes.
10. You may not schedule events, parties, seminars or other activities at a Campus that would require use of any of the Campus without the prior written consent of Galvanize, which may be withheld in our sole discretion.
11. Galvanize may provide mail and other delivery receipt services on your behalf. We will notify you through our notification system or in person when deliveries are made. However, Galvanize shall not be liable for misplaced or undelivered packages or mail. You are responsible to collect your mail in a timely manner. Galvanize reserves the right to send uncollected mail back to the sender.
12. Live streaming devices of any kind must be approved by Galvanize in writing prior to use. Written request to live stream any event originating or held at any Campus must be received by Galvanize at least 2 days prior to the event. Approval is in our sole discretion. If approved, we reserve the right to charge a fee and to monitor use and utilization and terminate network access at any time.
13. Galvanize is not responsible for any texting charges you may incur when we notify you that a Visitor has arrived or any other notification.
14. Galvanize has the right, power, and authority to manage and control access to all common areas, and to implement, change, or modify all policies, rules and regulations that it may, in its sole discretion, deem necessary or appropriate for use of the common areas. You agree to abide by and conform with all policies and rules and regulations pertaining to common area usage.

- a. Bicycles may be parked only in designated areas and at your own risk. By signing this Agreement, you assume sole risk, and Galvanize shall not be liable for any loss resulting from overnight storage of bicycles or other personal property. Galvanize is not responsible for any theft of or damage to your bicycle.
 - b. You cannot use common areas for any type of storage except for designated storage areas. Galvanize has the right at any time to (i) change or modify the area, location, and arrangement of the common areas and other portions of a Campus and (ii) temporarily close all or any portion of the common areas or other portions of a Campus.
15. Galvanize Property. You have the right to use designated office equipment, technology- related equipment, and furniture as provided by Galvanize pursuant to this Agreement and permitted in connection with your Galvanize enrollment. You are also entitled to reasonable, nonexclusive use of any kitchen/pantry or coffee area, exercise areas and equipment, restrooms and shower facilities, if any, located in a Campus.
16. Confidential Information. You acknowledge that work spaces in the Galvanize Community are open areas and not secured. You are responsible for taking all necessary precautions to protect any information that is confidential, proprietary or private to you. You also agree that you will not review, take, delete, accept, transmit, publish or otherwise use in any way any information or other property of Galvanize or any other student or Member without prior written consent of the owner of the property. This includes, but is not limited to, business and financial plans, data and information, inventions, trade secrets and other intellectual property, electronic and other equipment and tangible property, and any other information that a reasonable person would consider to be confidential.
17. Optional Fee-Based Services: Certain fee-based services may be made available to students, such as conference, meeting, collaboration and presentation facilities, printing/scanning/copying services, meeting/conference room usage, and computer technical support. You should send an email to info@galvanize.com for additional information on optional services available to students from the Galvanize Community. You are responsible for paying any such fees as requested by Galvanize.
18. Hazardous Materials Prohibited: You may not bring or allow any materials or substances that may be hazardous to people, animals or the environment to be brought onto, kept or used in any Campus. If you become aware of any hazardous materials or substances, please let us know immediately.
19. Alcohol Consumption. Galvanize holds a liquor license at certain Campuses, and you are responsible for checking with your Campus to make sure you are aware of the regulations that apply in order for those liquor licenses to not be violated. For Campuses where Galvanize holds a liquor license, these are some of the rules that you must comply with:
 - a. No outside alcohol may be brought onto a Campus.
 - b. Only alcohol purchased from Galvanize may be consumed at a Campus.
 - c. You cannot leave the Campus with any alcohol that is purchased at a Campus.
20. These rules also apply to all Campuses:
 - a. You cannot provide alcohol to minors.
 - b. Overconsumption of alcohol is not permitted. Galvanize personnel may refuse to serve alcohol or remove alcohol from your possession if any Galvanize personnel reasonably believe that you are intoxicated or that your behavior toward other people is rude, unwanted, threatening or dangerous. If

you are asked to leave a Campus, you must leave immediately.

21. **No Smoking.** No smoking of any kind is permitted on Galvanize property or anywhere within in the Galvanize Community.
 22. Before you leave for the day or at an earlier time in the day if requested by Galvanize, you must remove everything from the top of any work surface you use, including computers and other electronic devices, electrical cords, paper and other supplies and any other property.
 23. **Return of Galvanize Property.** Except as specified herein, when your enrollment in a Galvanize educational program ends, you will no longer have any right to use or access any equipment, furniture, communications devices and systems (including the Portal) or other property, facilities, or services provided by Galvanize under this Agreement or as a Galvanize student.
 24. **Galvanize Intellectual Property.** You may not display or use Galvanize's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Galvanize without Galvanize's prior written consent and in accordance with Galvanize's specifications. Galvanize may withhold this consent in Galvanize's sole discretion. Galvanize reserves all rights to its protected property.
- c. **Use Of Portal.** The following terms and conditions apply to your use of the Portal. In addition, you must comply with, and are subject to, all additional terms of use and privacy policy posted on the Portal as a condition to using the Portal.
1. Galvanize and its licensors and other vendors may collect, maintain, process and use personal, diagnostic, technical and related information from you. This includes technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services provided to you, and to verify compliance with the terms of this Agreement. Galvanize may also use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.
 2. Services available to you under this Agreement or as a Galvanize student may include materials from third parties or links to certain third-party web sites. You acknowledge and agree that Galvanize is not responsible for examining or evaluating the content or accuracy of any such third-party material or web sites. Galvanize does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials, web sites, or for any other materials, products, or services of third parties. Links to other web sites are provided solely as a convenience to you.
 3. You will not use any third-party materials in a manner that would infringe or violate the rights of any other person and Galvanize is not in any way responsible for any such use by you. Services that may be available to you, such as graphics, audio clips, and editorial content, contain proprietary information and material that is owned by Galvanize and/or its licensors, and is protected by applicable copyright, intellectual property and other laws. You will not modify, commercialize, distribute, make derivative works from or otherwise use any of this proprietary information or materials in any way except as permitted by the owners or licensors of such services or proprietary information or materials.



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4. Galvanize and its licensors reserve the right to change, suspend, remove, or disable access to any services provided through the Portal at any time without notice. In no event will Galvanize be liable for the removal of or disabling of access to any such services. Galvanize may also impose limits on the use of or access to certain services, with or without notice or liability.
- D. **Condition Of The Premises.** You cannot make any alterations, installations, improvements, additions or other physical changes to any part of your Campus without Galvanize's prior written consent. We can withhold or give this consent in our sole discretion.
- E. **Internet Access.**
1. **Internet Connection.** As part of your Galvanize enrollment, you will be provided a wireless Internet signal within your Campus. You cannot use this signal to operate a mail server, host internal websites, dispatch broad based emails (spamming), utilize internal FTP servers, Wi-Fi wireless internet hubs, voice-over-IP equipment or any equipment, applications, or practices that we deem to utilize excessive bandwidth or that interferes with the use of wireless Internet access by other Members.
 2. **Internet Security.** You are solely responsible for providing your own firewall, spam- filtering, anti-virus protection and other security for your computer(s) and other electronic devices and information stored on them and cloud-based storage. Galvanize is not be responsible for any damage suffered to your computer(s) or other electronic devices or information accessed by any third party. If Galvanize notices or suspects that your computer(s) or electronic device(s) may be infected or hacked, we reserve the right to schedule a time to immediately inspect your computer(s) or other devices or to suspend your Internet access. If Galvanize determines that your computer(s) or other device is infected or has been hacked or is causing a disruption or slow down to the shared private or public networks or the Portal, we have the right to immediately disconnect the subject computer(s) or other device from internet access on your Campus. You shall indemnify and hold Galvanize harmless for any and all damages, including, reasonable attorney's fees, that we may suffer as a result of your activities or the activities of third parties accessing your computer(s) or other electronic devices.
 3. **No Liability.** Galvanize will take commercially reasonable steps to maintain the continuity of our wireless internet signal and telephone access at each Campus. However, Galvanize has no liability to you for any suspension, interruption, temporary unavailability, loss of data or fault occurring in these services or any of the consequences thereof, including loss of business or profits. Galvanize will take what we believe to be commercially reasonable steps to protect the wireless internet access system from unauthorized use. However, the system and the internet generally are not secure and, therefore, Galvanize has no liability for any breach of these system, whether arising as a result of our providing access rights or otherwise.
- F. **No Liability.** Galvanize shall have no liability or responsibility to you, and you shall have no claim against Galvanize, for any damage or loss incurred by you with respect to property located in, or services provided to, any Campus, except as a result of the gross negligence or willful misconduct of Galvanize. Galvanize shall not be liable to you for any damage by or from any act or negligence of any other student, Member or occupant of a Campus, or by any owner or occupant of adjoining or contiguous property. Galvanize shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others.
- G. **Hold Harmless.** You agree to defend, indemnify and hold Galvanize and its employees, owners, officers, agents and contractors harmless from and against, any loss, cost, expense, claims or demands (including reasonable attorney and other professional fees and expenses), including any lost business, lost profits,



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accident, theft, loss, damage or injury to persons or property related to or arising from (i) use of a Campus your or your Visitors, except to the extent of damage caused by the gross negligence and willful misconduct of Galvanize, or (ii) your breach of any of the terms or conditions of this Agreement, except to the extent a court finally determines that Galvanize was grossly negligence or acted with willful misconduct. The provisions of this Section shall survive the termination of this Agreement.

- H. **WARRANTY DISCLAIMER.** EACH CAMPUS, THE GALVANIZE COMMUNITY, PORTAL AND OTHER SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS-IS, WHERE-IS” BASIS. GALVANIZE HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GALVANIZE DOES NOT WARRANT THAT ANY OF THE SERVICES WILL BE ERROR-FREE OR FUNCTION UNINTERRUPTED OR THAT ANY BUSINESS VENTURE IN WHICH YOU ENGAGE DURING OR FOLLOWING YOUR IMMERSIVE PROGRAM WILL BE SUCCESSFUL. GALVANIZE DOES NOT WARRANT THAT THE GALVANIZE COMMUNITY OR THE PORTAL ARE SUITABLE FOR YOU.
- I. **Notices.** All notices to Galvanize in connection with this Agreement shall be in writing, shall be effective upon receipt and shall be sent by hand, email (to info@galvanize.com), facsimile, air courier or sent by certified mail, return receipt requested, postage prepaid. Written notices to Galvanize shall be delivered to your Campus, Attention: Office Manager. All notices to Member in connection with this Agreement shall be in writing, shall be effective upon receipt and shall be sent by email to Member's provided email address.
- J. **Amendments.** This Agreement may be amended, modified or supplemented from time to time by Galvanize. It is your responsibility to review this Agreement from time to time for amendments, modifications and supplements.
- K. **Waiver and Severability.** If any provision of this Agreement is held to be void, invalid or otherwise unenforceable (either in whole or in part), the remaining portions of this Agreement shall remain in effect and the parties hereto shall substitute the void, invalid or unenforceable provision with a new provision of like intent and effect. If either party waives a right granted in this Agreement, it must be done so in writing and signed by the party holding that right. If a party fails to exercise a right, it will not be interpreted as a waiver to exercise that same right, or any other right, in the future.
- L. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter contained herein and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
- M. **Default.**
1. In addition to any and all other rights or remedies provided in this Agreement or that Galvanize may have at law, in equity, or otherwise, if you fail to comply with any of your obligations under this Agreement, then Galvanize has the right to immediately terminate this Agreement upon notice to you, and you must then immediately vacate the Galvanize Community. If you fail to remove any of your property from the Galvanize Community within five (5) days after termination of this Agreement, Galvanize may consider your property to be legally abandoned. In such an event, Galvanize shall be permitted, in its sole discretion, to either store the property for a period of time to be set by Galvanize, or dispose of such property as Galvanize sees fit. If the property is stored, you will be responsible for any and all costs and fees associated with the storage, including reasonable attorney's fees.

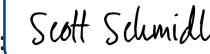


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2. You will defend, indemnify and hold Galvanize harmless for any and all damages, including, without limitation, lost business, lost profits, costs of storage and reasonable attorney's fees that may arise from the actions Galvanize takes to address your abandonment of any property and the Galvanize Community.
- N. **Assignment.** You cannot assign or transfer this Agreement or any rights in this Agreement without the prior written consent of Galvanize. You may not allow any other person or entity to use or occupy any portion of a Campus except as expressly permitted in this Agreement with respect to Visitors. You cannot allow any other person or entity to have any of your rights under this Agreement.
- O. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of which your Campus is located.
- P. **Attorney Fees.** In the event you or Galvanize fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney fees.

Agreed and Accepted:

STUDENT:

DocuSigned by:
Signature: 
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Date: 6/15/2020 | 23:49 PM PDT

Student Name: Scott Schmidl