

## Legal

### UNIVERSITYTUTOR.COM TERMS OF USE AGREEMENT

**Effective: January 22, 2019**

These Terms of Use constitute a legally binding agreement (the “**Agreement**”) between you and UniversityTutor.com governing your use of the UniversityTutor.com website (“**Website**”).

PLEASE BE ADVISED: IF YOU PROVIDE YOUR EXPRESS WRITTEN CONSENT (defined below) TO THIS AGREEMENT, YOU WILL BE SUBJECT TO PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND The corporate group (defined below) MAY HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE ‘DISPUTE RESOLUTION AND ARBITRATION’ IN SECTION 4 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST the corporate group (defined below) TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING. YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED Below.

This Agreement is of general application to you and to UniversityTutor.com its parent or sibling corporations, affiliates, related entities, and/or marketing partners, referenced individually and as a whole (“**The Corporate Group**”). The Website and its matching and related services for students who are seeking tutors, matching and related services for tutors who seek to advertise and provide their services to potential students, customized learning, and/or test preparation provider connecting (the “**Service**”) are owned and operated by UniversityTutor.com for its benefit or the benefit of The Corporate Group. From time to time, tutors advertise and provide their tutoring services (or seek to do so) to potential students obtained through the Website (a “**Tutor**” or “**Tutors**”). Individuals, groups, entities, etc. also, from time to time, locate and obtain a Tutor (or seek to do so) through the Website (a “**Student**” or “**Students**”). UniversityTutor.com has adopted this Agreement on its behalf and to the benefit of The Corporate Group as third party beneficiaries to make you aware of the terms and conditions of your use of the Website and the Service. You agree that, as part of the consideration of this Agreement, The Corporate Group may enforce this Agreement. By using the Website and/or the Service, you agree to be bound by certain terms of this Agreement and acknowledge that Sections 3 and 4 are not binding upon you unless you provide your express written consent, as more fully described below.

By entering this Agreement, you expressly acknowledge that you understand this Agreement. You also expressly acknowledge that the Consent to Communications (Section 3) and the Dispute Resolution and Arbitration (Section 4) provisions of this Agreement are only binding on you if you have provided express written consent by submitting your phone number and/or email address on the Website and by affirmatively checking the box next to “I Agree to the Terms of Use” (“**Express Written Consent**”). Express Written Consent is not required to be bound by the terms of this Agreement except for Sections 3 and 4, which require Express Written Consent. IF YOU HAVE NOT PROVIDED YOUR EXPRESS WRITTEN CONSENT, YOU ARE NOT BOUND BY THE CONSENT TO COMMUNICATIONS (SECTION 3) OR THE DISPUTE RESOLUTION AND ARBITRATION (SECTION 4) PROVISIONS OF THIS AGREEMENT. IF YOU HAVE NOT PROVIDED YOUR EXPRESS WRITTEN CONSENT AND DO NOT WISH TO BE FURTHER BOUND BY ANY TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE Website OR YOUR USE OR ACCESS MAY BE LIMITED AS DETERMINED BY UniversityTutor.com IN ITS SOLE DISCRETION.

The terms “you,” “your” or “User(s)” refers to any individual accessing the Website or the Service for his/her/its own personal purposes, on behalf of an entity or other person, for purposes related to Tutors and the Service provided to Tutors, and for purposes related to Students and the Service provided to Students. In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or “User(s)” shall include you individually and any such entity or person that you purport to represent, and you further represent and warrant that you are in fact an authorized representative of such entity or other person, that you have the authority to bind such entity or other person to this Agreement, and that your acceptance of this Agreement (including if you have provided your Express Written Consent to its terms) shall constitute acceptance on behalf of such entity or person.

The disclaimers, terms, and conditions on these pages are of general application and may be supplemented by a Consent to Communications Delivery, Terms of Account Use, and/or by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by The Corporate Group, as set forth in these referenced documents, if any. The above supplements to the Agreement may include such supplements as appear on any particular page of this Website, Platform, or through what is purchased, or through a registration process or other means. In the event of a conflict between the Agreement and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall control.

By using or otherwise accessing the Website or the Service, posting or downloading content or any other information to or from the Website or the Service, or manifesting your assent to this Agreement in any other manner, you hereby unequivocally and expressly agree to, and shall be subject to, this Agreement (except for Sections 3 and 4 which you will not be subject to and are not binding unless you have provided your Express Written Consent). If you do not unequivocally agree to be bound by the provisions of this Agreement (except for Sections 3 and 4, to which you are not required to agree to use or for access to the Website or the Service), you may not use or otherwise access the Website or the Service or post or download content or any other information to or from the Website or the Service. Alternatively, access and/or use may be limited as determined by UniversityTutor.com in its sole discretion. Your sole remedy for dissatisfaction with the Website or the Service or any content is to stop using the Website or the Service.

#### 1. General Terms of Use and Restrictions on Use of Materials

UniversityTutor.com hereby grants you a limited, non-exclusive, non-assignable, nontransferable license to access and use the Website solely for your own personal, non-commercial purposes, and for purposes related to Tutors or Students, subject to your agreement to, compliance with, and satisfaction of this Agreement other than Sections 3 and 4, which are not binding and require no compliance with or satisfaction thereof unless you have provided your Express Written Consent to this Agreement. All rights not otherwise expressly granted by this Agreement are reserved by UniversityTutor.com. If you do not comply with the Agreement at any time, UniversityTutor.com reserves the right to revoke the aforementioned license(s), limit your access to the Website, or restrict your ability to post or download content, which may include the ordering of products and Service. All materials contained in this Website or made available through the Service, are protected by United States and international trademark and copyright laws, are owned or controlled by UniversityTutor.com with The Corporate Group as a third-party beneficiary thereof, and

must only be used for certain approved purposes as established by UniversityTutor.com or The Corporate Group. You may only view or download material from this Website for your own use or as otherwise expressly authorized by UniversityTutor.com. You are solely responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, electrical, and other physical requirements necessary for your access to and use of the Website or any part thereof.

The reproduction, duplication, distribution (including by way of email, facsimile or other electronic means), publication, modification, copying, or transmission of material available on or through this Website or related to the Service is strictly prohibited without the prior written consent of UniversityTutor.com or unless expressly permitted by this Website. This includes, without limitation, any application, text, graphics, logos, photographs, audio, or video material or stills from audiovisual material available on the Website. The copying, posting, linking or other use of content from this Website on any other website or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on this Website or the Service can be made by contacting UniversityTutor.com by mail, in writing at the address listed below. You are also strictly prohibited from creating works or materials that derive from or are based on the content or other materials contained in this Website or the Service. This prohibition applies regardless of whether the derivative materials are sold, bartered or given away. You shall not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate, or redistribute the content, trademarks, Service marks, logos, or icons displayed on the Website or Service, which are the property of UniversityTutor.com, or The Corporate Group, if any, unless otherwise specifically noted in this Agreement. Trademarks, service marks, logos, and icons owned by third parties are the property of those respective third parties. UniversityTutor.com and The Corporate Group do not warrant or represent that your use of the content will not infringe the rights of third parties.

If you do not comply with the Agreement at any time, UniversityTutor.com reserves the right to terminate, limit, or otherwise alter your access to the Website or the Service. UniversityTutor.com may discontinue or alter any aspect of the Website or the Service, including, but not limited to, (i) restricting the time the Website or the Service is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating your right to use the Website or the Service, at UniversityTutor.com's sole discretion and without prior notice or liability.

## 2. Modification to the Agreement

This Agreement is intended to provide you with the safest and most secure experience possible. Since offerings and technologies change, UniversityTutor.com reserves the right to change, modify, add, or remove portions of this Agreement at any time without prior notice. Continued use of the Website or Service after any such changes shall constitute your consent to such changes unless such changes are to Sections 3 or 4 of this Agreement. If UniversityTutor.com changes or modifies the Consent to Communications (Section 3) or Dispute Resolution and Arbitration (Section 4) provisions of this Agreement, such modifications shall be binding on you only upon your Express Written Consent of the modified Agreement. UniversityTutor.com reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting.

If you have any questions, or would like further clarification, please e-mail UniversityTutor.com at [privacy@universitytutor.com](mailto:privacy@universitytutor.com) (<mailto:privacy@universitytutor.com>). Any changes in UniversityTutor.com's policies will be communicated on this page.

All inquiries may be directed to:

UniversityTutor.com  
Johnson Educational Technologies LLC  
1108 E SOUTH UNION AVENUE  
Midvale, UT 84047

## 3. CONSENT TO COMMUNICATIONS

You acknowledge that the Consent to Communications provision of this Agreement is not binding on you unless you have provided your Express Written Consent (as defined above) to this Agreement. If you have provided your Express Written Consent (as defined above), the following provisions of the Consent to Communications provision are binding on you.

### (a) Agreement to Receive Communications from The Companies.

By using the Website and the Service and providing your phone number and/or email on the Website, you agree and acknowledge that UniversityTutor.com, The Corporate Group, and others may communicate with you for promotional or marketing purposes pursuant to your provision of your phone number on the UniversityTutor.com website including Hedger Tutoring, A+ Math Tutoring, Academic Excellence Tutoring, Mathnasium of San Antonio, EZ Guitar, Parliament Tutors, Varsity Tutors, Affordable Tutoring, NeuroNet, Revision 4.0, Easy As Pi Mathematics, Academy of Precision Teaching, The Learning Linq, Portland Tutoring Collective, A Grade Ahead of Portland, JAMS, Veritas Prep, First Tutors, and others referenced individually and as a whole ("**The Companies**") via email, text messaging, text receipts, Short Messaging Service ("SMS"), facsimile, and all phone calls at the number you provide. Such communications may be for any purpose, including marketing purposes, purposes related to Tutors and the Service provided to Tutors, and purposes related to Students and the Service provided to Students, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, artificial messages, pre-recorded messages, general telemarketing practices, and all other electronic communication. You agree that these calls may be regarding products and/or Service that The Companies may market to you and that you are not obligated to receive such calls in order to purchase said products and/or Service. **UniversityTutor.com will not charge you a fee for sending SMS text messages, but your communication service provider may. You agree to pay any fee(s) or charges(s) that you may incur for incoming and outgoing text messages from or to The Companies and their assigns, successors, servicers or agents, without reimbursement from The Companies or them.**

You understand that, should the phone number provided above cease to be a valid means to contact you or if you cease to retain ownership of the phone number, you have an obligation to provide UniversityTutor.com notification of the same through email at [privacy@universitytutor.com](mailto:privacy@universitytutor.com) (<mailto:privacy@universitytutor.com>). You understand and agree that, if The Companies send you a communication but you do not receive it because your primary email address or phone number on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive communications, The Companies will be deemed to have provided the communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add The Companies to your email address book so that you will be able to receive the communications The Companies send to you.

By electronically providing your Express Written Consent to this consent to communications, you are confirming that you have agreed to the terms and conditions herein and you have had an opportunity to download or print a copy of the Agreement for your file.

### (b) Electronic Signature.

You acknowledge that by clicking on the "I Accept", the "Submit", the "Request Tutoring Info", or a similar button on the Website, you are indicating your intent to sign the relevant document or record and that this shall constitute your signature.

### (c) How to Withdraw Your Consent to Communications.

You may acknowledge that you intend to withdraw such consent to communications, pursuant to this Agreement, by The Companies by notifying The Companies of such withdrawal (per the opt-out instructions below or per the opt-out option provided with each communication) and repeating notification of such revocation if The Companies subsequently attempt further communication, but that, until such consent is revoked and, if applicable, repeated, you may receive calls from The Companies at your phone number provided above.

You may withdraw your consent to receive communications by writing to UniversityTutor.com at: UniversityTutor.com, Johnson Educational Technologies LLC, 1108 E SOUTH UNION AVENUE, Midvale, UT 84047, or by emailing UniversityTutor.com at [privacy@universitytutor.com](mailto:privacy@universitytutor.com) (<mailto:privacy@universitytutor.com>).

If you wish to opt-out of promotional emails you receive pursuant to your provision of Express Written Consent to The Companies, you can unsubscribe from their promotional email list by following the unsubscribe options in the promotional email itself. If you wish to opt-out of promotional texts you receive pursuant to your provision of Express Written Consent to The Companies, you may reply to the number from which you received the text and text "STOP" from the mobile device receiving the messages. If you wish to opt out of promotional calls you receive pursuant to your provision of Express Written Consent to The Companies, you can unsubscribe by following the prompt after the call or you may text "STOPCALL" to the number from which you received the call from the device receiving the messages. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of receiving any products or services. **At The Companies' option, The Companies** may treat your provision of an invalid phone number, or the subsequent malfunction of a previously valid phone number as a withdrawal of your consent to receive SMS text messages. **UniversityTutor.com** will not impose any fee to process the withdrawal of your consent to receive SMS text messages. Any withdrawal of your consent to receive SMS text messages will be effective only after **UniversityTutor.com** has a reasonable period of time to process your withdrawal.

#### (d) Requesting Paper Copies of Electronic Communications.

Upon your request, UniversityTutor.com will send you a paper copy of the contract(s) or other material provided to you electronically pursuant to this consent. If you would like a paper copy of any of this material please write to UniversityTutor.com at Johnson Educational Technologies LLC, 1108 E SOUTH UNION AVENUE, Midvale, UT 84047 within 30 days of the communication for which you are seeking a paper copy. There will be no charge for a paper copy of this material.

#### (e) Miscellaneous.

You agree to indemnify, defend, and hold The Companies harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state or local law, regulation, or ordinance. Your obligations under Section 3, which are only binding if you have provided your Express Written Consent (as defined above), shall survive termination of the Agreement. The Companies will not be liable for losses or damages arising from any delay in delivery or disclosure of information to third parties by your communication service provider. The Companies may modify or terminate its text messaging service from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice, without liability to you, any other User or a third party.

### 4. DISPUTE RESOLUTION AND ARBITRATION

You expressly acknowledge that the Dispute Resolution and Arbitration provision of this Agreement is not binding on you unless you have provided your Express Written Consent (as defined above) to this Agreement. If you have provided your Express Written Consent (as defined above), the following provisions of this Dispute Resolution and Arbitration provision are binding on you.

#### (a) Agreement to Binding Arbitration Between You and The Corporate Group.

YOU AND THE CORPORATE GROUP MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This arbitration provision ("**Arbitration Provision**") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with The Corporate Group ends. ANY ARBITRATION UNDER THIS ARBITRATION PROVISION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Provision applies to all claims between you and The Corporate Group, including their successors and assigns, and each of their respective officers, directors, employees, agents, or shareholders.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "**CLAIM**" AND COLLECTIVELY, "**CLAIMS**") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND THE CORPORATE GROUP. These claims include, but are not limited to, any dispute, claim, or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof); The Corporate Group, any other goods or Service made available through The Corporate Group; your relationship with The Corporate Group; the threatened or actual suspension, deactivation or termination of this Agreement; payments made by you or any payments made or allegedly owed to you; any promotions or offers made by The Corporate Group; any city, county, state, or federal wage-hour law; trade secrets; unfair competition; breaks and rest periods; expense reimbursement; wrongful termination; discrimination; harassment; retaliation; fraud; defamation; privacy right; copyright; intellectual property emotional distress; breach of any express or implied contract or covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act; and claims arising under the Fair Credit Reporting Act, Uniform Trade Secrets Act, Children's Online Privacy Protection Rule, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by The Corporate Group and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance for employees eligible under the specific benefit plan), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Provision) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND THE CORPORATE GROUP ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION PROVISION. This Arbitration Provision is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Provision are expressly excluded from the requirement to arbitrate.

#### (b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND THE CORPORATE GROUP MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("**CLASS ACTION WAIVER**"). YOU UNDERSTAND AND AGREE THAT YOU AND THE CORPORATE GROUP BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SECTION (b) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST THE CORPORATE GROUP, WHICH ARE ADDRESSED SEPARATELY IN SECTION (c).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Provision, the American Arbitration Association ("AAA") Consumer Arbitration Rules ("AAA Rules"), disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any claims, the class, collective, and/or representative action on such claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other claims to the fullest extent possible.

#### (c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Provision, to the fullest extent permitted by law: (1) you and The Corporate Group agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and The Corporate Group agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Provision or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Provision or the requirement that any remaining claims be arbitrated on an individual basis pursuant to the Arbitration Provision; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those claims, the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

#### (d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Provision shall be administered by the AAA pursuant to its Consumer Arbitration Rules ([https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?\\_afWindowId=57rsw71ei\\_1&\\_afLoop=1335893675945842&doc=ADRSTAGE2021424&\\_afWindowMode=0&\\_adf.ctrl-state=hf27f5iaa\\_4#%40%3F\\_afWindowId%3D57rsw71ei\\_1%26\\_afLoop%3D1335893675945842%26doc%3DADRSTAGE2021424%26\\_afWindowMode%3D0%26\\_afWindowId%3D57rsw71ei\\_79](https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?_afWindowId=57rsw71ei_1&_afLoop=1335893675945842&doc=ADRSTAGE2021424&_afWindowMode=0&_adf.ctrl-state=hf27f5iaa_4#%40%3F_afWindowId%3D57rsw71ei_1%26_afLoop%3D1335893675945842%26doc%3DADRSTAGE2021424%26_afWindowMode%3D0%26_afWindowId%3D57rsw71ei_79)) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Arbitration Provision. Copies of the Consumer Arbitration Rules can be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and The Corporate Group will have the opportunity for reasonable discovery of non-privileged information that is relevant to the claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

#### (e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Provision after participating in the optional negotiation process described in section (j) below and are otherwise required to pay a filing fee under the relevant AAA Rules, The Corporate Group agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to The Corporate Group, The Corporate Group will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such filing and arbitration fees will be governed by the AAA Rules.
2. If The Corporate Group initiates arbitration under this Arbitration Provision, The Corporate Group will pay all AAA filing and arbitration fees.
3. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
4. At the end of any arbitration, the arbitrator may award reasonable arbitration fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
5. Although under some laws The Corporate Group may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, The Corporate Group agrees that it will not seek such an award.
6. If the arbitrator issues you an award that is greater than the value of The Corporate Group's last written settlement offer made after you participated in good faith in the optional Negotiation process described in section (i) below, then The Corporate Group will pay you the amount of the award or U.S. \$1,000, whichever is greater.

#### (f) Location and Manner of Arbitration.

Unless you and The Corporate Group agree otherwise, any arbitration hearings between you and The Corporate Group will take place in the county of your billing address. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your claim is for \$10,000 or less, The Corporate Group agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

#### (g) Exceptions to Arbitration.

This Arbitration Provision shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in section (c) of such action is deemed unenforceable by a court of competent jurisdiction; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of law.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with any federal, state, or local agency and nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any federal, state, or local agency, to the extent you are entitled to pursue such a claim, in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; however, you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Arbitration Provision. Nothing in this Agreement or Arbitration Provision prevents your participation in an investigation by a government agency of any report, claim, or charge otherwise covered by this Arbitration Provision.

#### (h) Severability.

In addition to the severability provisions in section (c) above, in the event that any portion of this Arbitration Provision is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Provision shall be given full force and effect.

#### (i) Opting Out of Arbitration.

You may opt out of the requirement to arbitrate claims defined in section (e)(3) pursuant to the terms of this section. If you do not wish to be subject to this Arbitration Provision with respect to claims, you may opt out of arbitration with respect to such claims by notifying The Corporate Group in writing of your desire to opt out of arbitration for such claims, which writing must be dated, signed, and delivered by: (1) electronic mail to [privacy@universitytutor.com](mailto:privacy@universitytutor.com) (mailto:privacy@universitytutor.com), or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery Service (e.g. UPS, Federal Express, etc.) that is addressed to:

UniversityTutor.com Tutors, LLC. Johnson Educational Technologies LLC

1108 E SOUTH UNION AVENUE

Midvale, UT 84047

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Provision with respect to claims, (B) the writing must include the name, phone number, and email address associated with you, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and The Corporate Group shall be bound by the terms of this Arbitration Provision in full.

You should assume that there may be now, and may be in the future, lawsuits against The Corporate Group alleging class, collective, and/or representative claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of claims with The Corporate Group under this Arbitration Provision, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against The Corporate Group in an individual arbitration provision. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Provision and you will not be subject to retaliation, if you exercise your right to assert claims or timely opt-out of arbitration, for any claims under this Arbitration Provision.

#### (j) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and The Corporate Group may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and The Corporate Group. A party who intends to seek negotiation under this section must first send to the other a written notice of the dispute ("**Notice**"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

### 5. Your Privacy

In an effort to address your privacy concerns, UniversityTutor.com has instituted the following Privacy Policy located at [http://www.universitytutor.com/about/privacy\\_policy](http://www.universitytutor.com/about/privacy_policy) ([http://www.universitytutor.com/about/privacy\\_policy](http://www.universitytutor.com/about/privacy_policy)) ("**Privacy Policy**") that is incorporated herein by this reference. UniversityTutor.com reserves the right to change, alter, or modify at its sole discretion the Privacy Policy as set forth therein. You acknowledge that you have read and understand the Privacy Policy and that you have the obligation to periodically review the Privacy Policy from time to time. In the event any provisions contained in this Agreement conflict with any terms, conditions or clauses contained in the Privacy Policy, the provisions of this Agreement shall govern.

UniversityTutor.com may disclose information posted, uploaded, or residing on the Website to The Companies and The Corporate Group and other trusted affiliates, independent contractors, and partners, who may use the information for certain business purposes deemed to be aligned with UniversityTutor.com's goals and business objectives. In addition, UniversityTutor.com may transfer information collected from Users in connection with a sale or restructuring of UniversityTutor.com.

### 6. Digital Millennium Copyright Act

UniversityTutor.com is an online "service provider" as that term is defined in 17 U.S.C. § 512(k) of the Digital Millennium Copyright Act of 1998 (the "DMCA"). For these purposes, you agree that UniversityTutor.com is:

- An entity offering the transmission, routing, or providing of connections for digital online communications, between or among points specified by a user, of material of the user's choosing, without modification to the content of the material as sent or received; or
- A provider of online services or network access, or the operator of facilities therefor, (including an entity described above).

### 7. Notice of Alleged Infringement

UniversityTutor.com has designated an agent to receive notice of any claimed copyright infringement. The designated agent ("**Agent**") for this purpose is as follows:

UniversityTutor.com

Johnson Educational Technologies LLC

1108 E SOUTH UNION AVENUE

Midvale, UT 84047

privacy@universitytutor.com (mailto:privacy@universitytutor.com)

If you own a copyright to any content contained within any content uploaded to UniversityTutor.com, you may submit a notification to UniversityTutor.com pursuant to the DMCA by providing our Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit UniversityTutor.com to locate the material;
- Information reasonably sufficient to permit UniversityTutor.com to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

You acknowledge that if you fail to comply with all of the requirements, your notice may not be sufficient to provide UniversityTutor.com with actual knowledge of circumstances from which infringing activity may be apparent.

#### 8. Counter-Notice

If you believe that the material or content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notification to the Agent that includes the following:

- Your signature, either physically or electronically;
- Your identification of any removed items or materials or presently inaccessible and the last known location where the material was available before being disabled;
- A legally admissible statement, provided under the penalty of perjury, that in good-faith, you reasonably believe that content or material was made inaccessible by accident or mistake; and
- Your contact information, including your name, address, email address, telephone number, and your written consent to the jurisdiction of the federal court located in the State of Delaware and a statement acknowledging your acceptance of service of process from the party alleging the infringement.

If a counter-notification is received by the Agent, UniversityTutor.com may send a copy of the counter-notification to the original complaining party informing that person that it may replace the removed content or material, or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the provider of the content or material, the removed content or material may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notification, at the sole discretion of UniversityTutor.com.

#### 9. Permitted User Content Posted on the Website

We welcome your comments regarding the Website and the Service. However, to the maximum extent permitted by applicable law, you acknowledge and agree that all right, title, and interest in any content or information you submit, irrespective of the manner of such submission, to the Website or to UniversityTutor.com (collectively, "**User Content**") will be and remain the exclusive property of UniversityTutor.com at no additional fee, charge, cost, or expense to UniversityTutor.com. Your submission of any such User Content shall constitute an assignment to UniversityTutor.com of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the User Content. UniversityTutor.com will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction or prior notice and without compensating you in any way. For this reason, do not send UniversityTutor.com any comments that you do not wish to assign to UniversityTutor.com, including any confidential information or any original creative materials such as stories, articles, forms, product ideas, computer code, or other original materials. UniversityTutor.com hereby retains the unrestricted right to use and to grant third parties the right to use the User Content in any manner and for any purpose in its sole discretion.

In the event that you provide any User Content, you make the following additional representations and warranties to UniversityTutor.com and The Corporate Group: (1) you either own all information contained in the User Content transmitted to the Website or you possess all approvals licenses and permissions necessary to do so; (2) the User Content does not infringe or misappropriate any intellectual property or other rights of any third parties, and such User Content does not contain another's personally identifiable information without their consent or approval; (3) UniversityTutor.com or The Corporate Group, by using your User Content, will not be damaged in any way or harm other third parties; and (4) all information transmitted in the User Content are complete, true, and accurate.

You are solely responsible for such User Content you provide to UniversityTutor.com or post on the Website or the Service. UniversityTutor.com accepts no responsibility whatsoever in connection with, or arising from, such User Content. You agree that UniversityTutor.com and The Corporate Group accepts no liability whatsoever if it decides, in its discretion, to prevent your User Content from being submitted or if it edits, restricts, or removes any User Content for any reason. You also agree to permit any other user of this Website to access, view, store or reproduce the material for that other user's personal use and not to restrict or inhibit the use of the Website by any other person. USER CONTENT AND ANY UNDERLYING CONTENT TO THE USER CONTENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. UNIVERSITYTUTOR.COM (<http://universitytutor.com/>) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY USER CONTENT OR ITS ACCURACY, COMPLETENESS, OR RELIABILITY.

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You should exercise discretion before relying on information contained on the Website, including User Content. You agree to evaluate, and assume all risks associated with the use of any information contained on the Website or Service, including, without limitation, any risk relating to any reliance on the accuracy, completeness, or usefulness thereof.

The Website is not a backup Service for storing User Content, and UniversityTutor.com has and shall have no liability to you or any third parties regarding any loss of User Content. You are solely responsible for creating backups of any User Content you post using the Website or the Service.

You hereby represent, warrant, and covenant that any materials submitted to the Website by you are your own independent creation, solely and exclusively created by you without assistance from or by any third party, and do not infringe, in whole or in part, on any patent, copyright, trademark, or other intellectual property or proprietary rights of any third party.

#### 10. User Representations

You hereby represent and warrant to UniversityTutor.com and the Corporate Group that: (a) you (i) have reached the age of majority in the jurisdiction where you reside (generally 18, 19, or 21 years of age, depending on the jurisdiction), (ii) are an emancipated minor under the laws of your jurisdiction of domicile or residence, (iii) possess legal parental or guardian consent, or (iv) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to UniversityTutor.com is truthful, accurate, and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to The Corporate Group or its third-party payment processor to pay the purchase price and any applicable fees or taxes related to your purchases of products or Service from The Corporate Group, if any; (d) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of the Website, User Content, or any part thereof; (e) you have provided and will maintain accurate and complete registration information with UniversityTutor.com, including, without limitation, your legal name, email address and any other information UniversityTutor.com may reasonably require; (f) your access to and use of the Website or any part thereof or purchase and use of any products or Service will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify UniversityTutor.com in the event that you learn or suspect that your registration information, username, or password has been disclosed or otherwise made known to any other person; and (h) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

In the event that you post any User Content or provide any feedback via the Website, you hereby make the following additional representations and warranties to UniversityTutor.com: (1) you are owner of such User Content or feedback or otherwise have the right to grant UniversityTutor.com the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the User Content or feedback and to grant the foregoing licenses or assignments; (3) the User Content or feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such User Content or feedback does not contain any personally identifiable information about third parties, in violation of such parties' rights; (4) the use of any User Content or feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the User Content or feedback is true and accurate.

#### 11. Links

As a service to users, UniversityTutor.com may provide, or third parties may provide, links to information about other websites or resources on the internet including, but not limited to, The Corporate Group and The Companies. Because UniversityTutor.com has no control over such websites or resources, you acknowledge and agree that UniversityTutor.com is not responsible for the availability of such external websites or resources, and UniversityTutor.com does not endorse and is not responsible or liable for any content, advertising, products, or other materials on, or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. Third-party links or content provided by UniversityTutor.com is not intended to be an endorsement, sponsorship, or recommendation by UniversityTutor.com. Please be aware that when you exit the Website, you are subject to the policies of the new website. You further acknowledge and agree that UniversityTutor.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or Service available on or through any third-party website or resource. UniversityTutor.com strongly encourages you to review any separate terms of use and privacy policies governing use of these third-party websites and resources, if they are available.

#### 12. Prohibited Activities

You shall not (nor cause any third party to) use the Website or the Service to perform any illegal or immoral activities (including without limitation defaming, abusing, harassing, stalking, threatening, or otherwise violating the legal rights - such as rights of privacy of others) or any of the following types of activities, without limitation:

- disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene, or otherwise objectionable material;
- transmitting information that violates any applicable federal, state, or local laws, rules or regulations, including any governmental agency guidelines, policies or procedures, or that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party;
- that would constitute fraud;
- transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- interfering with or disrupting the Website or the Service;
- disrupting the activities or enjoyment of the Website or the Service for other users;
- collecting or storing personal data about other users;
- use of any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Website (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, Service or other data from the Website);
- use of the Website to gain competitive intelligence about com, the Website, or any product or Service offered via the Website or to otherwise compete with UniversityTutor.com or its affiliates;
- framing or otherwise simulating the appearance or functions of the Website or any portion thereof; or
- harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information of other users.

You agree to abide by all applicable federal, state, or local laws, rules, or regulations, including any governmental agency guidelines, policies, or procedures, and are solely responsible for all acts or omissions taken by you including without limitation any of the User Content created or submitted by you.

#### 13. Fees

UniversityTutor.com or The Corporate Group may charge a fee to post or access content or for other features, products, Service, or licenses. You are responsible to UniversityTutor.com or The Corporate Group for any fees applicable to content that you post or other features, products, Service or licenses you purchase or that are purchased through UniversityTutor.com or The Corporate Group for using or accessing the Website or the Service. You authorize UniversityTutor.com or The

Corporate Group, or its designated payment processor, to charge your specified credit card, debit card, or other payment method for such fees, if any, as provided through the registration process.

Unless otherwise specified, all fees are in United States dollars, and all charges will be made in United States dollars. Any applicable sales or other taxes are additional to the stated fee. Currency exchange settlements and foreign transaction fees are based on your agreement with your credit card or other payment method provider.

Except as required by law, all fees are nonrefundable, including, without limitation, in situations where paid posts are removed by UniversityTutor.com (or its partners), or by community flagging. Payments and purchases may not be canceled by the user, except as required by law. However, UniversityTutor.com (or its partners) reserves the right to refuse or terminate any purchase or attempted purchase at any time in its sole discretion. You understand and agree that if you authorize a payment transaction with your credit card, debit card, or other payment method, but your charge is rejected for any reason, there may be a hold on your use of that transaction amount for several days.

#### **14. Release / Indemnification**

You hereby unconditionally agree to release UniversityTutor.com and The Corporate Group, including their respective successors, assigns, officers, directors, members, managers, employees, and agents from any and all liability and obligations whatsoever in connection with or arising from your use of the Website and the Service. If at any time you are not happy with the Website or the Service or object to any material within the Website or the Service, your sole remedy is to cease using them.

#### **15. Exclusion of Warranties / Disclaimer**

To the maximum extent allowed by law, the Website or the Service, and any company content are provided "as is" and "as available," and at your sole risk. Although UniversityTutor.com uses reasonable efforts to ensure that the information contained on the Website and through the Service is as accurate as possible, UniversityTutor.com gives no warranty of any kind regarding the Website or the Service, or company content posted or otherwise made available therein. Further, UniversityTutor.com does not warrant the accuracy, completeness, currency, or reliability of any company content that the results obtained from the use of the Website or the Service or company content will be accurate or reliable, or that the quality of the Website or the Service or company content will meet your expectations. UniversityTutor.com expressly disclaims all warranties, representations, conditions, undertakings, or other obligations including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty that the Website, the Service, or company content will be error-free or that such errors will be corrected.

Any company content or other material downloaded or otherwise obtained through the use of the Website or the Service is done at your sole risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such company content or material.

#### **16. Limitation of Liability**

You expressly understand and agree that The Corporate Group shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if UniversityTutor.com or The Corporate Group has been advised of the possibility of such damages), resulting from: (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) the cost of procurement of substitute products and Service resulting from the inability to access or utilize any products, data, information or Service purchased or obtained or messages received or transactions entered into through or from the Website or the Service; (iii) unauthorized access to or alteration of your transmissions or data; or (iv) any other matter relating to the Website or the Service. In no event shall UniversityTutor.com or The Corporate Group's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the amount paid by you, if any, for accessing the Website or the Service.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

#### **17. Assignment**

This Agreement may not be assigned by you to any other party without UniversityTutor.com's prior written consent, but is nevertheless binding on your assignees, heirs, and personal representatives. You acknowledge that this Agreement has been adopted to the benefit of UniversityTutor.com and The Corporate Group as third party beneficiaries.

#### **18. Term and Termination**

This Section does not apply to the Consent to Communications (Section 3) and the Dispute Resolution and Arbitration (Section 4) provisions of this Agreement, which are only binding on you if you have provided your Express Written Consent (as defined above) to this Agreement.

In addition to any other method of termination, suspension, or survival provided for in this Agreement, UniversityTutor.com reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days' notice to you. Further, you agree that UniversityTutor.com shall not be liable to you or any third-party for any termination or suspension of your access to the Website or any part thereof, removal of User Content or sale of any products. You may terminate this Agreement at any time by immediately discontinuing all access to the Website and by providing notice to UniversityTutor.com of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which UniversityTutor.com may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Website and any User Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

#### **19. Governing Law and Other Miscellaneous Terms**

Except as otherwise set forth in the Agreement, specifically in the Dispute Resolution and Arbitration (Section 4) provision, the validity and effect of the Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, USA, without regard to its conflicts of laws principles. In the event litigation is instituted hereunder, each user consents to the exclusive jurisdiction of any federal or state court situated in or serving St. Louis County, Missouri, as UniversityTutor.com selects in its sole discretion. The prevailing party shall be entitled to recover its attorneys' fees and court costs, together with any other relief awarded by a court of competent jurisdiction, except as set forth in the Dispute Resolution and Arbitration (Section 4) provision of this Agreement. Any suit, action or proceeding concerning the Website, its use, these terms of use, or concerning any other policy or procedure of UniversityTutor.com, must be brought in a court of competent jurisdiction in Missouri, and you hereby irrevocably consent to the jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding; and you irrevocably waive, to the fullest extent permitted by applicable law, any objection which you may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

#### **20. General**



You agree that all online and other services provided by UniversityTutor.com are provided solely in the State of Utah. If any provision of this Agreement deemed invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further waiver of such term or any other term, and the failure of UniversityTutor.com to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

UniversityTutor.com reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of UniversityTutor.com following any amendment of this Agreement shall constitute your assent to and acceptance of any such changes.

No other use or depiction of UniversityTutor.com™, or its contents may be made without the express written permission of Johnson Educational Technologies LLC.

## 21. Copyright and Copyright Notices

UniversityTutor.com respects the intellectual property of others, and asks its users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide UniversityTutor.com's copyright agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website sufficient to
- allow UniversityTutor.com to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact UniversityTutor.com's copyright agent for notice of claims of copyright infringement at: [privacy@universitytutor.com](mailto:privacy@universitytutor.com) (<mailto:privacy@universitytutor.com>). Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

If you believe that the User Content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the User Content, you may send a counter-notice containing the following information to the copyright agent:

- your physical or electronic signature;
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction and venue of the federal court in the Eastern District of Missouri and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the copyright agent, UniversityTutor.com may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the person providing such User Content, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at UniversityTutor.com's sole discretion.

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