

GENERAL TERMS OF SERVICE, CONSENT, WAIVER AND RELEASE OF LIABILITY,  
AND INDEMNITY AGREEMENT

**remoteUprep, LLC**  
**a Delaware Limited Liability Company**

DECLARATIONS:

This Agreement is entered into between remoteUprep, LLC, a Delaware limited liability company ("Company") and the signed ("I" or "You") as of the date you pressed the buy button on the Course Offerings page, but before any payment occurred. If you purchase or unlock the ability to add a Course to your Dashboard, you will receive an e-mail with the name of the signature used and the date you submitted the request, along with a copy of this Agreement. Company is in the business of providing an on-line marketplace platform for academic tutoring and educational consulting. You desire to enter into this Agreement with Company to receive pre-recorded and/or downloadable content on the Course Offerings page, as described in the course demo/introduction displayed before purchase, and you agree to pay Company for such product(s), all on the terms and conditions contained in this Agreement.

TERMS OF SERVICE:

Payment in full is required for purchase order to be processed.

Refunds may be available upon request, on a case by case basis, as determined in the sole discretion of the Company.

You are responsible for having any necessary accessories or products needed for the Products. This may include: Computer, headphones, internet access, mobile phone, etc.

All content and materials, including but not limited to all images and video and text and audio content, provided by Company or Company's consultant to you is exclusively the intellectual property of the Company and/or its consultants. Your purchase of Company Products does not provide any license rights to such content or any copyrights related thereto, but merely permission to view on a single device at any one time. You may not record, copy, reproduce, republish, post, transmit, distribute sell, decode, reverse engineer, disassemble, or modify in any way the Products. This means, among other restrictions, that sharing the content with others (other than an immediate family member) is strictly prohibited and entitles Company to recover fees and damages from you for any such content shared and all costs and fees associated with enforcement or collection thereof, including but not limited to attorney fees and costs.

In some cases, the Company has not created the Products itself and, thus, expressly disclaims any responsibility or accountability for the content of the Products. Neither Company, nor any Company consultants are accounting, tax, legal or financial professionals. You understand and agree that the Products do not and shall not be interpreted to include or involve any such legal, tax or other financial advice and may not be relied upon as such. Before acting on any information provided as part of the Products, you should meet with a CPA, lawyer, financial professional and/or

other professional to determine the applicability and relevance of such information to you and your circumstances.

THE COMPANY MAKES NO GUARANTEE OF AND EXPRESSLY DISCLAIMS ANY PARTICULAR RESULTS FROM THE PRODUCTS, THE CONTENT RELATED THERETO OR THE PRODUCTS SOLD THROUGH ITS WEBSITE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, BEING FREE FROM DEFECTS OR OTHERWISE.

INFORMED CONSENT/NO GUARANTEE:

**I understand that in some cases the Company has not created the Products itself and, thus, expressly disclaims any responsibility or accountability for the content of the Products. I understand that the lessons and products offered by the Company do not guarantee any particular results or outcomes. I understand that neither Company, nor any Company consultants are accounting, tax, legal or financial entities or professionals. I understand and agree that the Products do not and shall not be interpreted to include or involve any legal, tax or other financial advice and may not be relied upon as such. I understand that my purchase and use of the Products is contingent upon my agreement to the terms and conditions set forth in this Agreement.**

ACKNOWLEDGEMENT OF MINIMUM REQUIREMENTS:

I hereby state that I am aware that the Products which the Company offers and in which I desire to participate are conducted in English unless otherwise stated in the free introductory demo for each course, and must be accessed through the Company's website and/or 3<sup>rd</sup> party partner website(s) as applicable, via a downloadable or 3<sup>rd</sup> party link. Access to the website is governed by the Company's Terms of Use and Privacy Policy and those Terms and Conditions are incorporated into this agreement by this reference. In the event a term or condition conflicts between the Company's Terms of Use or Privacy Policy and this Agreement, the terms of this agreement shall control. Accessing the website and the Products requires an internet-connected device with certain minimum hardware and software capabilities, as well as minimum internet connectivity. Each of the Products may require additional materials or supplies that are listed in the Products' description, which are not included in the purchase of such Products and, therefore, you must obtain.

WAIVER AND RELEASE OF LIABILITY:

**I agree on behalf of myself (and all my personal representatives, heirs, executors, administrators, agents, and assigns) to forever waive, release and discharge Company (and its affiliates, related entities, employees, contractors, agents, representatives, successors, and assigns) from any and all responsibility, claims, damages, obligations, liability, or causes of action, whether known or unknown, arising out of or relating to the acts or omissions of Company, or any of their respective affiliates, employees, contractors, agents, representatives, successors, and assigns. This waiver and release of liability includes,**

**without limitation, interruptions of service or operation of the website or the Products downloads, (b) inaccurate information or negligent instruction or supervision, including of Company consultants, and/or (c) negligent hiring or retention of employees or contractors providing Products.**

**LIMITATION OF LIABILITY:**

IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST OPPORTUNITY, IN CONNECTION WITH THE PRODUCTS, THE COPYRIGHTED MATERIALS OR THIS AGREEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS IN QUESTION.

**INDEMNIFICATION/HOLD HARMLESS/COVENANT NOT TO SUE:**

By execution of this agreement, I hereby agree to forever indemnify, defend and hold harmless Company from any loss, liability, damage, obligation, responsibility, expense or cost Company may incur as a result of my actions or omissions or Company's provision of Products, materials, information, consultation or other services provided to me. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for such fees and costs. I further agree not to sue and hold harmless Company, its principals, agents, employees, contractors and volunteers from any liability arising from or relating to the Products.

**SEVERABILITY:**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**ACKNOWLEDGMENTS:**

You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**You acknowledge that you have carefully read this waiver and release and fully understand that it is a waiver and release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Company, its employees, contractors, agents, representatives, successors or assigns for, among other causes, Company's negligence, or for any defective information or advice in the Products. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

**MISCELLANEOUS PROVISIONS:**

Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding on, you and the Company and the successors, assigns, employees, legal representatives, heirs, distributees, and transferees of each.

Entire Agreement. This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed entirely within such state. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction, including in personam jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement.

**By signing your name on the prompt next to this PDF before pressing Buy on any content on the Course Offerings page, you acknowledge and agree to all of the terms and conditions contained in this Agreement, as of the date set forth recorded when you pressed the Buy button.**