

Terms of Use

Last Updated: June 24, 2022

KnowFully Learning Group, its affiliates and subsidiaries (collectively, “**KnowFully Learning**,” “**we**,” “**us**,” or “**our**”) welcome you. We invite you to access and use the websites owned or controlled by KnowFully Learning, including but not limited to the websites for brands owned or controlled by KnowFully Learning (collectively, the “**Websites**” and each, a “**Website**”), our continuing education platform (the “**Platform**”), our mobile applications, which are accessible through tablets, smart phones, and other devices (collectively, the “**Apps**” and each, a “**App**”), and products and services that are made available through the Websites, the Platform, and the Apps (the “**Services**”), subject to the following terms and conditions (“**Terms of Use**”). BY BROWSING THE PUBLIC AREAS OF ANY OF THE WEBSITE, ACCESS AND/OR USING THE PLATFORM, THE APP AND/OR THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE “**PRIVACY POLICY**”), WHICH ARE HEREBY INCORPORATED INTO THESE TERMS OF USE AND MADE A PART HEREOF BY REFERENCE (COLLECTIVELY, THE “**AGREEMENT**”). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITES, THE PLATFORM, THE APP, AND/OR THE SERVICES.

We reserve the right, at our sole discretion, to modify, discontinue, or terminate any of the Website, the Platform, the App, the Services, or to modify the Agreement, at any time and without prior notice. If we modify the Agreement, we will post the modification on the Websites, the Apps and the Platform. By continuing to access or use any of the Website, the Platform, the App and/or the Services after we have posted a modification on the Website, the Platform, the App and/or the Services, you are indicating that you agree to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Websites, the Platform, the App and the Services.

If you accept or agree to the Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

1. DESCRIPTION AND USE OF SERVICES

We provide end-to-end professional education in the accounting, finance and healthcare sections. We provide some of our Services to you on a subscription basis (“**Subscription**”).

We provide Visitors with access to the Websites, and Registered Users with access to the Services as described below.

Visitors. Visitors, as the term implies, are people who do not register with us, but want to explore the Websites. No login is required for Visitors. Visitors can: (i) view all publicly-available content on the Websites; and (ii) e-mail us.

Registered Users. Login is required for all Registered Users. Registered Users can do all things that Visitors can do, and can also use the Platform and the Services.

We are under no obligation to accept any individual as a Registered User, and may accept or reject any registration in our sole and complete discretion.

2. LICENSE TO USE THE APP

KnowFully Learning hereby grants you a limited, non-exclusive, non-transferable license to download and install a copy of the mobile App on a single mobile device that you own or control and to run such copy of the App solely for your own personal use. Furthermore, with respect to any App accessed through or downloaded from the Apple, Inc. (“**Apple**”) application store (“**Apple App**”), you will use the Apple App only: (i) on an Apple-branded product that runs iOS (Apple’s proprietary operating system software); and (ii) as permitted by the “Usage Rules” set forth in the App Store Terms of Service. We reserve all rights in and to the App not expressly granted to you under these Terms of Use.

3. USE OF PERSONAL INFORMATION

Your use of the Websites, the Platform, the App and/or the Services may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at www.surgentcpe.com), which is hereby incorporated by reference in its entirety.

4. ELIGIBILITY

The Websites, the Platform, the Apps and the Services are available for individuals aged 18 years or older. If you are under 18 years of age, please do not use the Websites, the Platform, the Apps and the Services. If you are 18 or older, but under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

5. COMMUNITY GUIDELINES

KnowFully Learning’s community, like any community, functions best when its people follow a few simple rules. By accessing and/or using the Websites, the Platform, the Apps and/or the Services, you hereby agree to comply with these community rules and that:

- You will not use the Websites, the Platform, the Apps or the Services for any unlawful purpose, including any fraudulent activity, or to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, or company; or engaging in any pyramid or other multi-tiered marketing scheme;
- You will not access or use the Websites, the Platform, the Apps or the Services to collect any market research for a competing businesses;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that:
 - a. infringes any copyright, trademark, or other proprietary rights of any person or entity; or

- b. is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, invasive of another’s privacy, or promotes violence; or
 - c. discloses any personal information about another person, including that person’s name, e-mail address, postal address, phone number, credit card information, or any similar information;
- You will not “stalk,” threaten, or otherwise harass another person;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Websites, the Platform, the Apps and the Services;
- You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Websites, directly or indirectly, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file;
- You will not create multiple accounts for yourself for any reason, including, without limitation, in order to obtain the same promotion multiple times;
- You will not interfere with or attempt to interrupt the proper operation of the Websites, the Apps, the Platform or the Services through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website, the Platform or the Services through hacking, password or data mining, or any other means; and
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, the Platform, the Apps or the Services, or any portion of the Websites, the Platform, the Apps or the Services, without notice.

6. INTELLECTUAL PROPERTY

The Websites, the Platform, the Apps and the Services contain material, such as software, text, graphics, images, sound recordings, audiovisual works, and other material provided by or on behalf of KnowFully Learning (collectively referred to as the “**Content**”). The Content may be owned by us or by third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content, the Websites, the Platform and the Services automatically terminates and you must immediately destroy any copies you have made of the Content.

The trademarks, service marks, and logos of KnowFully Learning (“**KnowFully Learning Trademarks**”) used and displayed on the Websites, the Platform, the Apps and the Services are registered and unregistered trademarks or service marks of KnowFully Learning. Other company, product, and service names located on the Websites, the Platform, the Apps and the Services may be trademarks or service marks owned by others (the “**Third-Party Trademarks**”, and, collectively with KnowFully Learning Trademarks, the “**Trademarks**”). Nothing on the Websites, the Platform, the Apps, and the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of KnowFully Learning Trademarks inures to our benefit.

Elements of the Websites, the Platform, the Apps, and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Content may be retransmitted without our express, written consent for each and every instance.

7. REGISTRATION

In order to access and use of Services, you will have to create an account as a Registered User. During the registration process, you will have to provide your email address (“**Sign-In Name**”), password (“**Password**”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“**Unique Identifiers**”). When creating your account, you must provide true, accurate, current, and complete information. Each Sign-In Name and corresponding Password can be used by only one user. You are responsible for the confidentiality and use of your Sign-In Name, Password, and Unique Identifiers. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason. You represent and warrant that the information you provide to us during the account creation and at all other times will be true, accurate, current, and complete.

8. FEES, PAYMENTS AND AUTOMATIC RENEWALS

You agree to pay all applicable fees, including but not limited to, Subscription fees. We may use a third party payment vendor (“**Third-Party Payment Processor**”) to process your payment of fees. You warrant and represent that you are the valid owner or an authorized user, of the credit card or other payment card to such Third Party Payment Processor, and that all information you provide is accurate. If payment is not received from your credit card issuer or any other payment facility, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney’s fees and costs, on any outstanding balance.

IT IS IMPORTANT TO NOTE THAT WHEN YOU SIGN UP FOR A SUBSCRIPTION (MONTHLY, ANNUALLY, OR OTHERWISE), YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNTIL YOU CANCEL IT. YOU MAY CANCEL AT ANY TIME BY NOTIFYING US IN WRITING NO LATER THAN TEN (10) DAYS BEFORE THE NEXT UPCOMING RENEWAL, AND THE CANCELLATION WILL TAKE EFFECT THE FOLLOWING MONTH. AGAIN, IF YOU DO NOT CANCEL, THEN YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNDER THE SAME SUBSCRIPTION.

We reserve the right to change any of the fees that we charge, or to institute new or additional fees, at any time upon notice to you.

9. REFUNDS AND CANCELLATIONS

We will process refunds and cancellations in accordance with our refund and cancellation policy available at www.surgentcpe.com.

10. USER GENERATED CONTENT

From time to time, we may allow you to post reviews, comments, or similar materials on the Websites, the Platform, the Apps and/or the Services (collectively, the “**User Generated Content**”). We cannot and do not review it all -- we are merely acting as a passive conduit for distribution of the User Generated Content to other users of our Websites. That said, we may remove User Generated Content that violates the terms of this Agreement, or that is offensive or otherwise unacceptable to us in our sole discretion.

You expressly acknowledge and agree that once you submit User Generated Content to your account, it will be accessible by other users of the Websites, the Platform, the Apps and the Services and that there is no confidentiality or privacy with respect to such User Generated Content, including, without limitation, any personal information that you may make available. **YOU, AND NOT KNOWFULLY LEARNING, ARE ENTIRELY RESPONSIBLE FOR ALL YOUR USER GENERATED CONTENT THAT YOU UPLOAD, POST, E-MAIL, OR OTHERWISE TRANSMIT VIA THE WEBSITES, THE PLATFORM, THE APPS AND/OR THE SERVICES.**

You retain all copyrights and other intellectual property rights in and to the User Generated Content. You do, however, hereby grant us a non-exclusive, royalty-free, sublicensable, transferable, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit your User Generated Content as reasonably necessary to provide the Websites, the Platform, the Apps and the Services.

If you submit User Generated Content to us, each such submission constitutes a representation and warranty to KnowFully Learning that such User Generated Content is your original creation (or that you otherwise have the right to provide the User Generated Content), that you have the rights necessary to grant the license to the User Generated Content under the prior paragraph, and that it and its use by KnowFully Learning and its content partners as permitted by this Agreement does not and will not infringe or misappropriate the intellectual property or moral rights of any person or contain any libelous, defamatory, or obscene material or content that violates the terms of this Agreement.

11. FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Website and our services (“**Feedback**”). Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to any Feedback you provide, we shall be free to use and disclose any ideas, concepts, know-how, techniques, or other materials contained in your Feedback for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information, without compensation or attribution to you.

12. ACCESSING AND DOWNLOADING THE APP FROM ITUNES

The following terms apply to any Apple App. These terms are in addition to all other terms contained in these Terms of Use:

- You acknowledge and agree that (i) these Terms of Use are concluded between you and KnowFully Learning only, and not Apple, and (ii) KnowFully Learning, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between KnowFully Learning and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of KnowFully Learning.
- You acknowledge that, as between KnowFully Learning and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between KnowFully Learning and Apple, KnowFully Learning, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App against you as a third party beneficiary thereof.
- Without limiting any other terms of these Terms of Use, you must comply with all applicable third party terms of agreement when using the App.

13. NO WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITES, THE PLATFORM, THE APPS, THE SERVICES, AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER KNOWFULLY LEARNING NOR ITS SUPPLIERS MAKE ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND KNOWFULLY LEARNING HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST

PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES, THE PLATFORM, THE APPS, AND/OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITES, THE PLATFORM, THE APPS AND/OR THE SERVICES SHALL BE LIMITED TO THE GREATER OF TOTAL FEES PAID BY YOU TO US IN THE IMMEDIATELY PRECEDING THREE (3) MONTH PERIOD OR ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS ON WARRANTIES IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

THE WEBSITES, THE PLATFORM, THE APPS AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE WEBSITES, THE PLATFORM, THE APPS AND THE SERVICES. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES, THE PLATFORM, THE APPS AND THE SERVICES AND/OR ADD OR REMOVE CONTENT AT ANY TIME WITHOUT NOTICE.

14. EXTERNAL SITES

The Websites, the Platform, the Apps and the Services may contain links to third-party websites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the Website administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

15. INDEMNIFICATION

You will indemnify, defend, and hold KnowFully Learning and its shareholders, members, officers, directors, employees, agents, and representatives (collectively, “**KnowFully Learning Indemnitees**”) harmless from and against any and all damages, liabilities, losses, costs, and expenses, including reasonable attorney’s fees (collectively, “**Losses**”) incurred by any KnowFully Learning Indemnitee in connection with a third-party claim, action, or proceeding (each, a “**Claim**”) arising from (i) your breach of this Agreement; (ii) your misuse of the Website, the Platform, the Apps, the Services, or the Content; (iii) your violation of any third-party right, including without limitation any copyright, trademark, property, or privacy right; or (iv) your negligence, gross negligence, willful misconduct, fraud, misrepresentation or violation of law; *provided, however*, that the foregoing obligations shall be subject to our: (i) promptly notifying you of the Claim; (ii) providing you, at your expense, with reasonable cooperation in the defense of the Claim; and (iii) providing you with sole control over the defense and negotiations for a settlement or compromise.

16. COMPLIANCE WITH APPLICABLE LAWS

The Websites, the Platform, the Apps and the Services are based in the United States. We make no claims concerning whether the Websites, the Platform, the Apps and the Services may be viewed or be appropriate for use outside of the United States. If you access the Websites, the Platform, the Apps and the Services from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

17. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to restrict, suspend, or terminate the Agreement and/or your access to all or any part of the Websites, the Platform, the Apps and/or the Services, at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Websites, the Platform, the Apps and/or the Services at any time without prior notice or liability.

18. DIGITAL MILLENNIUM COPYRIGHT ACT

Reporting Claims of Copyright Infringement

We respect the intellectual property rights of others and attempt to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content deemed to have been posted or distributed in violation of any such laws. Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

Knowfully Learning Group
201 N. King of Prussia Rd
Suite 370
Radnor, PA, 19087
Attn: Copyright Agent
Phone: 610-994-9604
Email: wadiakd@knowfully.com

If you believe that your work has been copied on any of the Website and/or the App in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Website and/or the App where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) 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; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Counter-Notification Procedures

If you believe that material you posted on any of the Website and/or the App was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “Counter-Notice”) by submitting written notification to our copyright agent (identified above).

Pursuant to the Act, the Counter-Notice must include substantially the following: (i) your physical or electronic signature; (ii) an identification of the material that has been removed or to which access has

been disabled and the location at which the material appeared before it was removed or access disabled; (iii) adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address); (iv) a statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; (v) a statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website and/or the App may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The Act allows us to restore the removed content if the party filing the original notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website and/or the App was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the Act.

19. BINDING ARBITRATION

In the event of a dispute arising under or relating to this Agreement or any other products or services provided by us (each, a “**Dispute**”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“**FAA**”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. As set forth in Section 21 below, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

20. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU

MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

21. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Pennsylvania for purposes of any such action by us.

22. CONTROLLING LAW; EXCLUSIVE FORUM

The Agreement and any action related thereto will be governed by the laws of the State of Pennsylvania without regard to its conflict of laws provisions. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of Pennsylvania for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

23. MISCELLANEOUS

If the Agreement is terminated in accordance with the termination provision in Section 17 above, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Intellectual Property,” “User Generated Content,” “Feedback,” “No Warranties; Limitation of Liability,” “Indemnification,” “Compliance with Applicable Laws,” “Termination of the Agreement,” “Controlling Law; Exclusive Forum,” and “Miscellaneous.”

Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, the Agreement constitutes the entire agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

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