

# TERMS AND CONDITIONS

## I. Introduction

This agreement is between Law Schoolers, which has a principal place of business at 1260 S. Jordan Creek Parkway #12204, West Des Moines, IA 50266, and the user. This agreement encompasses all Law Schoolers resources and products including but not limited to courses, Law Schoolers Pro, books, and other educational materials. The effective date of this agreement is June 22, 2023.

Law Schoolers is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of Law Schoolers constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy for your reference.

## II. Privacy

Your use of Law Schoolers is subject to the Law Schooler's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## III. Electronic Communications

Visiting or sending emails to Law Schoolers constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on Law Schoolers, satisfy any legal requirement that such communications be in writing.

## IV. Accounts

You are responsible for maintaining the confidentiality of your account and password for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Law Schoolers is not responsible for third-party access to your account that results from theft or misappropriation of your account. Law Schoolers and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## V. Third-Party Services

Law Schoolers may contain links to other websites. These links are not under the control of Law Schoolers and Law Schoolers is not responsible for any of the content on the linked site, including any link contained in a linked site, or changes or updates to a linked site. Law

Schoolers provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Law Schoolers of the site or any association with its operators.

## VI. Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Law Schoolers strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Law Schoolers that you will not use any product for any purpose that is unlawful or prohibited by these Terms. You may not use Law Schoolers in any manner which could damage, disable, overburden, or impair Law Schoolers or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the site.

All content included as part of Law Schoolers, such as text, graphics, logos, images, any compilations thereof, and any software utilized, is the proper of Law Schoolers or its suppliers and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative words, or in any way exploit any of the content in whole or in part, any Law Schoolers material. Law Schoolers material is not for resale. Your use of the material does not entitle you to make any unauthorized use of any protected content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Law Schoolers and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Law Schoolers.

## VII. Communication Services

Law Schoolers may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and other communication facilities designed to enable you to communicate with the public at large or with a group. You agree to use these communication services only to post, send and receive messages and material that are proper and related to the communication service.

For example, and not as a limitation, you agree that when using a communication service, you will not: defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information; upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents; upload files that contain

viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; restrict or inhibit any other user from using and enjoying the communication services; violate any code of conduct or other guidelines which may be applicable for any particular communication service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Law Schoolers has no obligation to monitor the communication services. However, Law Schoolers reserves the right to review materials posted to a communication service and to remove any materials in its sole discretion. Law Schoolers reserves the right to terminate your access to any or all of the communication services at any time without notice and without any reason.

Law Schoolers does not claim ownership of the materials (including feedback) you provide to any Law Schoolers product. However, by posting on Law Schoolers, you are granting Law Schoolers permission to use that posting to publicly display that posting.

No compensation will be paid with respect to these postings. Law Schoolers is under no obligation to post or use any posting you may provide. Law Schoolers may remove any posting at any time by Law Schoolers sole discretion.

#### VIII. Indemnification

You agree to indemnify, defend, and hold harmless Law Schoolers for any losses, costs liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use Law Schoolers products or services, user postings made by you, your violation of the terms of this Agreement, or your violation of any applicable laws, rules, or regulations. Law Schoolers reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Law Schoolers in asserting any available defenses.

#### IX. Venue and Choice of Law

Any claims arising out of the use of Law Schoolers services or products are governed by the laws of the State of Iowa. Any claims filed in connection with these services shall be filed in Dallas County, the Fifth Judicial District Court of Iowa.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Law Schoolers as a result of this agreement or use of Law Schoolers products and services.

#### X. Class Action Waiver

Any claims against Law Schoolers shall be bought on an individual basis, in an individual capacity, and not as a class member.

#### XI. Disclaimer

The information, software, products, and services throughout Law Schoolers may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Law Schoolers may make improvements or changes at any time.

All such information, software, products, and services throughout Law Schoolers are provided “as is” without warranty or condition of any kind. Law Schoolers disclaim all warranties and conditions including implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

#### XII. Damages

To the maximum extent permitted by applicable law, in no event shall Law Schoolers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained throughout the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if Law Schoolers has been advised of the possibility of damages. If you are dissatisfied with the site or with any of these terms of use, your sole and exclusive remedy is to discontinue using the site.

In the event you discontinue from using the site, information, software, products, or services, Law Schoolers will retain your initial fee as a liquidated damage. No refunds will be provided in connection with any of these services for user discontinuation, sole user removal at Law Schoolers discretion, or delay caused by an Act of God. Refunds will only be provided if Law Schoolers cancel a course in its entirety where less than half of the course schedule is completed.

#### XIII. Termination

Law Schoolers reserves the right to terminate your access to the site and the related services or portion thereof at any time without notice.

#### IVX. Courses

Users who utilize Law Schoolers courses agree to be bound by the course policies as outlined in the course syllabus.

## VX. Merger

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and Law Schoolers with respect to Law Schoolers products and services. This agreement supersedes all prior communications and proposals, whether electronic, oral, or written between the user and Law Schoolers with respect to the site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Law Schoolers reserves the right, in its sole discretion, to change the Terms. The most current version of the Terms will supersede all previous versions. Law Schoolers encourages you to periodically review the Terms to stay informed of updates.