

USAcademy® Supplemental Terms of Service

Updated October 15, 2018

These USAcademy® Supplemental Terms of Service (these "Terms") apply to the web-based student enrichment services (the "USAcademy Services") provided by CollegenET, Inc. ("CollegenET", "we," "us," or "our") via www.usacademy.com and such other web sites that CollegenET may operate in the future and which link to or display these Terms (each, a "Site" and collectively, the "Sites"). These Terms specifically incorporate the CollegenET, Inc. Terms of Service, available at <https://corp.collegenet.com/Terms.html>, which also apply to the USAcademy Services.

BY REGISTERING TO USE THE USACADEMY SERVICES, ACCESSING THE USACADEMY SERVICES, OR CHECKING THE BOX TO AGREE TO THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT: (A) YOU HAVE READ THESE TERMS, (B) YOU UNDERSTAND THESE TERMS, AND (C) YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS.

CollegenET reserves the right to change or modify these Terms (or any policy or guideline of CollegenET) at any time and in its sole discretion. If CollegenET makes changes to these Terms, CollegenET will provide notice of such changes, such as by sending you a notification, by providing notice through the USAcademy Services, and/or by updating the "Updated" date at the top of these Terms and posting the revised Terms. Your continued use of any of the USAcademy Services will constitute your acceptance of such changes or modifications. Therefore, you should review these Terms whenever you access the USAcademy Services to make sure that you understand the terms of service that will apply to your use of the USAcademy Services.

1. TERM AND TERMINATION

Unless terminated earlier as permitted below, these Terms will be effective as of the date you click "I AGREE" and will continue until either party terminates these Terms. You may terminate these Terms at any time by emailing us at usacademy_help@collegenet.com and requesting that your account be terminated.

Upon any termination of these Terms, all rights and licenses granted to you under these Terms will immediately cease. Notwithstanding anything to the contrary in these Terms, this sentence and the following sections will survive any termination of these Terms: Section 8 (FEEDBACK), Section 9 (INTELLECTUAL PROPERTY), and Section 10 (MISCELLANEOUS). CollegenET will continue to have the right, after any termination of these Terms, to use User Content (defined below) in accordance with these Terms.

2. PRIVACY

Please see CollegenET's privacy policy at <http://corp.collegenet.com/privacy.html> for information about how CollegenET collects, uses, and discloses information about users of the USAcademy Services.

3. DESCRIPTION OF THE USACADEMY SERVICES

The USAcademy Services are a collection of web-based services provided by CollegenET to foster academic success and enrich the college experience for international students by helping them to better understand US culture, improve their spoken English via audio/video practice, and communicate with other users via asynchronous video.

If you choose to use the audio/video practice or asynchronous video communication capabilities of the USAcademy Services, you are responsible for obtaining any equipment, tools, or supplies that may be necessary to record and upload a video, including any computers, cameras, mobile devices, data, or other telecommunications plans, editing software, and technology accessories. You are also responsible for the quality, including the video and audio quality, of any video that you upload. CollegenET will not alter, modify, or edit any video, and CollegenET does not offer any editing or enhancement services.

CollegenET may review, improve, change, or discontinue (temporarily or permanently) the USAcademy Services or any features, information, materials, or content on the USAcademy Services at any time, with or without notice to you.

4. ACCESS TO THE USACADEMY SERVICES

Eligibility

You represent and warrant that you are at least 14 years of age and have not been previously suspended or removed from using the USAcademy Services. If you are under the age of 18, you may use the USAcademy Services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Registration

In order to access the USAcademy Services, you must complete the registration process, including creating an account via the Sites. You agree to:

- (a) provide accurate, truthful, current, and complete information when creating an account;
- (b) maintain and promptly update your account information when there are changes;
- (c) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer;
- (d) promptly notify CollegenET if you discover or otherwise suspect a security breach related to the Sites; and
- (e) TAKE RESPONSIBILITY FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT AND ACCEPT ALL RISKS OF UNAUTHORIZED ACCESS. THIS OBLIGATION SURVIVES TERMINATION OF THESE TERMS.

5. THIRD PARTY SERVICES

The USAcademy Services require or permit the use of certain third party products and services ("Third Party Services") identified on the Sites. Use of any Third Party Services is at your sole risk. Such Third Party Services may be governed by separate terms and conditions, separate privacy policies relating to data shared through Third Party Services in the course of using the USAcademy Services, other applicable policies, and separate fees and charges. CollegenET may display content from third parties through the USAcademy Services or may provide information about, links to, or advertisements regarding Third Party Services. Your interactions with any such third parties, and any terms, conditions, warranties, or representations associated

with such interactions, are solely between you and the applicable third parties. CollegenET is not responsible or liable for any loss or damage of any sort incurred as the result of any such interactions or as the result of the presence of such third party information made available through the USAcademy Services. If you are not able to access or use the Third Party Services for any reason, you may not be able to use certain portions of the USAcademy Services.

6. USE OF THE USACADEMY SERVICES

License

On the condition that you comply with these Terms, CollegenET hereby grants you a non-exclusive, non-transferable, revocable license to access the USAcademy Services, including any CollegenET Material therein (defined below), solely for the purpose of enabling you to use the USAcademy Services in the manner permitted by these Terms. If CollegenET, in its sole discretion, elects to provide any upgrade that replaces or supplements the original USAcademy Services, this license will govern any such upgrade unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

No High Risk Use

The USAcademy Services are not designed or intended for use in any situation where failure or fault of any kind of the USAcademy Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). You will not use the USAcademy Services in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetics Act.

Prohibited Conduct

You use the USAcademy Services at your own risk. You are solely responsible for your conduct (and the conduct of anyone who uses the USAcademy Services on your behalf) with respect to the USAcademy Services, including your interactions with other users of the USAcademy Services. CollegenET may, at its discretion and without liability to you, limit or prohibit your ability to interact with other users. CollegenET reserves the right, but has no obligation, to monitor disputes between you and other users and to restrict, suspend, or close your account if CollegenET determines, at its discretion, you have violated or may violate these Terms. Except as expressly permitted in writing by CollegenET, you will not, and will not permit any third party to, do any of the following:

- a) rent, lease, lend, sell, sublicense, monetize, or create derivative works of the USAcademy Services or any part of the USAcademy Services;
- b) make the USAcademy Services available over a network where it could be used by multiple devices at the same time;
- c) modify, disclose, decompile, reverse engineer, disassemble, attempt to derive the source code, underlying ideas, or algorithms of the USAcademy Services or any part of the USAcademy Services, except to the extent required by applicable law;
- d) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice or label on or in the USAcademy Services;

- e) transmit or otherwise make available any software or other material that is harmful, disruptive, or invasive, including any viruses, malware, time bombs, adware, worms, or any other unauthorized programming;
- f) use the USAcademy Services in any manner that could interfere with, disrupt, negatively affect, or inhibit CollegeNET's other users from fully enjoying the USAcademy Services or that could damage, disable, overburden, or impair the functioning of the USAcademy Services;
- g) use the USAcademy Services for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms;
- h) attempt to gain unauthorized access to the USAcademy Services or related systems or networks;
- i) use the USAcademy Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the rights of CollegeNET or any third party;
- j) access or collect information from the Sites through any automated means, whether through robots, spiders, web crawlers, scripts, or otherwise;
- k) impersonate another person by using a name, likeness, or background information that is not your own, misrepresent your affiliation with a person or entity, or otherwise publish or post inaccurate information about yourself;
- l) transmit unsolicited or unauthorized advertising, promotions, political campaigning, or other unsolicited or unauthorized communications;
- m) build a competitive product or service, or copy any features or functions of the USAcademy Services;
- n) disclose to any third party any performance information or analysis relating to the USAcademy Services; or
- o) cause or permit any third party to do any of the foregoing.

If you violate (or are alleged to have violated) any of the foregoing restrictions, your license to use the USAcademy Services will immediately and automatically terminate, and you may have infringed the rights of CollegeNET, which may subject you to prosecution and damages.

7. USER CONTENT

The USAcademy Services may include interactive areas or services, such as forums, chat rooms, message boards, online hosting, storage services, or other areas or services, in which you or other users may create, post, or store any content, message, data, information, text, music, sound, photo, video, graphic, or other item or material ("User Content"). User Content may be publicly available and may be viewed and shared by other users of the USAcademy Services. CollegeNET reserves the right, but does not have the obligation, to remove, screen, or edit any User Content posted or stored on the USAcademy Services at any time and for any reason without notice. You will not (and will not allow or authorize any third party to) post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the USAcademy Services any User Content that:

- a) is illegal or fraudulent or that would encourage, solicit, foster, glorify, or provide instructions for any criminal or civil offense;
- b) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, to any animal, or to any property;
- c) is obscene, pornographic, indecent, or sexually explicit;

- d) depicts graphic, excessive, or gratuitous violence, or makes any threats to commit violent acts;
- e) is derogatory, demeaning, inflammatory, malicious, defamatory, abusive, offensive, hateful, harassing, humiliating to other people (publicly or otherwise), libelous, or otherwise objectionable;
- f) you do not have a right to make available under any law or under contractual or fiduciary relationship;
- g) you know is untruthful; or
- h) infringes, misappropriates, or violates the intellectual property or proprietary rights of others (including, but not limited to, rights of privacy, rights of publicity, confidentiality rights, and trade secret rights).

CollegeNET is not responsible for the misuse or misappropriation of any User Content by a third party, including other users of the USAcademy Services.

By submitting or posting User Content, you hereby grant to CollegeNET a non-exclusive, transferable, royalty-free, perpetual, irrevocable, sublicensable right to use, reproduce, modify, adapt, publish, translate, sell, create derivative works of, distribute, perform, and display your User Content in connection with the USAcademy Services.

You are solely responsible for creating backup copies of and replacing your User Content at your sole cost and expense. You may request that CollegeNET remove User Content that you post by following the instructions in the USAcademy Services or by emailing CollegeNET at usacademy_help@collegenet.com.

The use of your or any other user's name, likeness, voice, or identity in connection with the USAcademy Services does not imply any endorsement thereof unless explicitly stated otherwise.

As between CollegeNET and you, and subject to these Terms, you own all right, title, and interest in and to the User Content that you post, upload to, transmit, distribute, store, create, solicit, disclose, or otherwise publish through the USAcademy Services and any and all intellectual property rights embodied in such User Content. In addition, you grant to CollegeNET the non-exclusive and perpetual right to use User Content in anonymized and/or aggregated form for any lawful purpose and the right to disclose your name and address to CollegeNET's suppliers as necessary to comply with CollegeNET's contractual obligations.

8. FEEDBACK

Any suggestions, comments, or other feedback (collectively "Feedback") you provide regarding CollegeNET or the USAcademy Services will constitute CollegeNET's confidential information. CollegeNET is free to use, disclose, reproduce, license, distribute, and exploit such Feedback as CollegeNET sees fit without obligation or restriction of any kind.

9. INTELLECTUAL PROPERTY

CollegeNET reserves all rights not expressly granted in these Terms. Except for the licenses expressly granted in these Terms, and as between you and CollegeNET, CollegeNET owns all right, title, and interest in and to:

- a) the USAcademy Services;

- b) CollegeNET's trademarks, CollegeNET's logos, and any other CollegeNET product, service name, or slogan included in the USAcademy Services;
- c) the Feedback;
- d) all information, materials, and content (including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photos, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms, and other content) of the USAcademy Services; and
- e) any and all intellectual property rights embodied therein or related thereto

(collectively, the "CollegeNET Material"). You are not granted any rights in or to the USAcademy Services by implication, estoppel, or other legal theory.

10. MISCELLANEOUS

Disclaimer

COLLEGENET DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF ANY USERS OF THE USACADEMY SERVICES, NOR DOES COLLEGENET HAVE ANY OBLIGATION TO MONITOR THE USE OF THE USACADEMY SERVICES; COLLEGENET THEREFORE DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF ANY USER'S IDENTITY OR INFORMATION.

Assignment

You may not assign, delegate, or transfer these Terms or any right, title, interest, or obligation hereunder without the prior written consent of CollegeNET. Any attempted or purported assignment, delegation, or transfer in violation of the foregoing will be null and void and without effect. CollegeNET may assign these Terms without your prior written consent. These Terms will be binding and inure to the benefit of such assignees, transferees, and other successors in interest of the parties in the event of an assignment or other transfer made consistent with the provisions of these Terms.

Electronic Communications

You agree to receive electronically all current and future notices, disclosures, communications, and information and that the aforementioned electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

Force Majeure

CollegeNET will not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including, but not limited to, Acts of God (fire, storm, floods, earthquakes, etc.), governmental acts, civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service (including hosting services) by any service providers being used by CollegeNET, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

Interpretation

As used in these Terms, "including" means "including (without limitation)." Headings of sections are for convenience only and will not be used to limit or construe such sections. CollegeNET's failure to insist upon or enforce strict performance of these Terms will not be construed as a waiver of any provision of these Terms or of CollegeNET's right to enforce these Terms.

11. QUESTIONS

Questions or comments about the USAcademy Services or these Terms may be directed to CollegeNET at:

CollegeNET, Inc.
805 SW Broadway, Suite 1600
Portland, Oregon 97205
United States of America
Email: usacademy_help@collegenet.com