

# PowerScore

A BARBRI Company

## Law Preview Terms and Conditions (Enrollment Agreement)

This Agreement ("Agreement") governs your enrollment and use of services ("Services") provided by BARBRI, Inc, including but not limited to courses, study materials, supplemental services, and any additional subscriptions or services offered by us ("Course," "Supplemental Products," "Services"). By enrolling in the Course or purchasing any Supplemental Products, you ("Student," "You") agree to abide by the following terms and conditions:

### 1. Enrollment and Payment

Upon completing your enrollment and making the necessary payment or payment arrangement, you are granted access to the Course, including the required materials and Services for the duration of your enrollment. All payments must be made in accordance with the specified payment schedule.

### 2. Payment Terms:

You agree to pay BARBRI in full by credit card/debit or other payment acceptable to BARBRI for your access to our products and services. You agree to pay all fees, plus applicable tax for any purchase you make. If your payment method is declined and you receive access to our product and services, you agree to pay all amounts due upon demand by us. If you have not yet received access to our products and services, we may cancel your order. You authorize us to charge the payment method we have on file, regardless of whether the information associated with such payment method has changed, including but not limited to the expiration date of a credit card. You authorize BARBRI to charge your credit card/debit card in accordance with the amount due at the time you enrolled.

If You wish to make a purchase using the payment services of Affirm, Inc. ("Affirm"), You will make monthly installment payments to Affirm as set forth in your loan agreement with Affirm's Terms of Service. Please review <https://www.affirm.com/terms>.

You are responsible for your payment obligations, and these payments must be received in full by the due date. If you fail to make payment, your online course access will be immediately suspended, and if the overdue payment is not made within ten (10) days after the scheduled payment date, a twenty-five dollar (\$25) late fee will be applied to your account. Your online course access will be suspended until BARBRI receives the overdue payment.

### 3. Refund and Cancellation Policy

- **Cancellation:** You may no longer cancel your enrollment once you have access to any online Course content.
- **Refunds:** At the sole discretion of BARBRI no refunds will be allowed. BARBRI reserves the right to refuse a refund if the user is found to be in violation of this agreement or acting against BARBRI's interest. If you breach any terms of this agreement, BARBRI may, at its sole discretion, terminate this agreement, your access to the site, and its provision of service to you without refund. BARBRI reserves the right to seek all remedies available.

### **3. Access to Course Materials**

Upon final payment and enrollment, you will be provided access to digital and/or physical course materials. Access is granted only to the student enrolled and is a limited, non-exclusive, non-transferable license to access and use the materials for personal educational purposes only. You are prohibited from copying, distributing, or selling any content without express permission. Supplemental products, if purchased, will be made available according to the terms specified for each product.

### **4. Supplemental Products and Services**

In addition to the Course, you may have the opportunity to purchase or subscribe to supplemental products or services ("Supplements") such as tutoring, additional study aids, or specialized courses. These Supplements are subject to separate terms, which will be made available at the time of purchase.

### **5. Technical Requirements**

You will be responsible for meeting and maintaining the minimum technical requirements for your computer or tablet to access certain program features. Access to programs may require internet access, for which BARBRI is not responsible.

### **6. Use of Course Material**

The Course contains copyrighted material (including but not limited to text, graphics, videos, images, music, sounds, source code, user-generated content, and compilations of individual data), trademarks, trade names, other proprietary information, and other content such as text, graphics, images, photographs, illustrations, logos, information obtained from BARBRI's licensors (collectively, "Course Material"). You acknowledge and agree that BARBRI retains all ownership, rights, title, and interest in the Course Materials. You represent and warrant that you will not: (i) copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit any Course Materials (including but not limited to any Course Material that you download), excluding information that is in the public domain or has been licensed to you; and (ii) endeavor to ascertain any source code used in connection with the Course.

You may view, access, download, or print hard copies of the Course Material only for your personal, educational, and non-commercial use and where such an option is made available to you in the Course. You may not change the Course Material in any way or copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit or use them for any public or commercial purpose. We strictly prohibit using the Course Material for any purpose not specifically identified or authorized in this Agreement or expressly permitted by BARBRI.

You may not, without BARBRI's written permission, "mirror" any Course Material contained in the Course or any other server. Under this Agreement, you may not use the Course for any unlawful or prohibited purpose. You may not use the Course in any manner that could damage, disable, overburden, or impair the Course or interfere with any other party's use and enjoyment. You may not attempt to gain unauthorized access to the Course through hacking, password mining, or any other

means. BARBRI reserves the right, in its sole discretion, to terminate your access to the Course, or any portion thereof, at any time, for any reason, or no reason at all, without prior notice or any notice.

## **7. Student Conduct**

BARBRI provides the Course for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

Additionally, you represent and warrant that you will not visit or use the Course to:

- publish, upload, display, transmit, or otherwise make available:
  - any of Your Content that BARBRI may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable;
  - any of Your Content that would constitute, encourage, or provide instructions for a criminal offense or violate the rights of any party or that would otherwise create liability or violate any local, state, national, or international law;
  - any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
  - any material that contains software viruses or any other computer code, files, or Courses designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment;
  - any of Your Content that BARBRI may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the Course, or that may expose BARBRI or Course users to any harm or liability of any type;
- reproduce, duplicate, copy, sell, resell or exploit any portion of the Course
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the Course;
- obtain email addresses or other contact information of any individual from the Course to send unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation in the Course;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the Course;
- use BARBRI's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails

- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
- use or attempt to use another's account, service, or system without authorization from BARBRI or create a false identity on the Course.

You are solely responsible for your interactions with any other individuals who visit or use the Course and for resolving any disputes that might arise due to your interactions. Notwithstanding the foregoing, BARBRI reserves the right to monitor disputes between you and any other individual who visits or uses the Course and to take any action that they, in their sole discretion, deem necessary up to and including termination of an individual's access to and use of the Course.

### **8. Intellectual Property Rights**

Trademarks, logos, and service marks displayed or otherwise used on the Course, including, but not limited to, "BARBRI" (collectively the "Intellectual Property"), are registered trademarks of BARBRI. Our Intellectual Property is protected by law. All rights in the Intellectual Property are reserved to BARBRI, the University, or their licensors, affiliates, principals, or partners. Nothing contained on the Course should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the Course without the written permission of BARBRI or the third party that may own the Intellectual Property displayed on the Course. Your misuse of the Intellectual Property displayed on the Course is strictly prohibited.

### **9. Notice of Copyright Infringement**

We respect the rights of all copyright holders, and we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

- identification of the copyrighted work claimed to have been infringed, or, if a single notification covers multiple copyrighted works at a single online site, a representative list of such works at that site;
- 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 us to locate the material;
- information reasonably sufficient to permit us to contact the complaining party;
- a statement that the complaining party has 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;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our copyright agent for notice of claims of infringement is:

BARBRI, Inc.  
ATTN: Legal Department  
12222 Merit Drive, Suite 1340 Dallas, Texas 75251  
legal@barbri.com

This contact information is only for suspected copyright infringement. We will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)) and will terminate the access privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

## **10. Privacy and Data Collection**

Our Privacy Policy also governs your use of the Course. By agreeing to these Terms, you acknowledge, read, and understand that we will collect, use, and share your personal data as our Privacy Policy outlines.

We may collect and process data related to your use of the Course, including interactions with course materials, assessments, and any AI-powered features used within the platform. We use this data for educational purposes, analytics, and improving the user experience.

- **AI Use:** The Course may utilize artificial intelligence (AI) to provide personalized learning experiences and feedback. By using the Course, you acknowledge and understand that we will process your data using AI tools integrated into the system.
- **Tracking Pixels:** The Course may contain tracking pixels for analytics and marketing purposes. These pixels allow us to collect data about your interactions within the system, which may be used to improve course delivery and marketing campaigns. You acknowledge that these pixels cannot be removed and may continue to collect data during your use of the Course.

## **11. Disclaimers**

BARBRI will host and provide the Course using a commercially reasonable level of skill and care. That said, THE COURSE AND ANY INFORMATION, PRODUCTS, OR SERVICES THEREIN ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BARBRI DOES NOT WARRANT AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE COURSE, INFORMATION OBTAINED FROM A COURSE OR LINK TO A COURSE.

BARBRI DOES NOT WARRANT THAT THE COURSE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE COURSE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, BARBRI DOES NOT WARRANT THAT (A) THE Course WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE Course WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE Course WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE Course WILL BE CORRECTED.

BARBRI DOES NOT MAKE ANY REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE Course, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE Course MAY BE IMPAIRED. BARBRI DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE Course OR ANY INFORMATION OR SERVICES RELATED TO IT.

YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE Course OR ANY INFORMATION OR SERVICES PROVIDED THEREON IS AT YOUR OWN RISK.

## **12. Limitation of Liability**

EXCEPT AS PROHIBITED BY LAW, YOU AGREE THAT BARBRI WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE COURSE, DATA LOSS, YOUR PLACEMENT OF CONTENT ON A COURSE, YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE COURSE.

EXCEPT AS PROHIBITED BY LAW, BARBRI WILL NOT HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE COURSE, DATA LOSS, ANY PURCHASES ON THIS COURSE, YOUR PLACEMENT OF CONTENT ON A COURSE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, WHETHER BASED IN CONTRACT, TORT, STATUTORY, OR OTHER LAW. BARBRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE COURSE WILL NOT EXCEED TWENTY U.S. DOLLARS (\$20).

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY OUTLINED IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND BARBRI AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS FOR BARBRI'S ABILITY TO MAKE THE COURSE AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless BARBRI and its affiliates, officers, agents, employees, and assignees from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of: (a) your use or attempted use of the Course or any content contained therein; (b) your violation of any law or rights of any third party, (c) information or content that you post or otherwise make available on the Course, including without limitation any claim of infringement or misappropriation of intellectual

property or other proprietary rights, and (d) any act or omission by you which is a breach of your obligations under this Agreement.

You will have the right to defend and compromise such claim at your expense for the benefit of BARBRI; provided, however, you will not have the right to obligate BARBRI in any respect in connection with any such settlement without the written consent of BARBRI. Notwithstanding the foregoing, if you fail to assume your obligation to defend, BARBRI may do so to protect their interests, and you will reimburse all costs incurred by BARBRI in connection with such defense.

#### **14. Governing Law**

The laws of Texas govern these Terms, and any disputes arising under these Terms will be resolved in Dallas County, Texas. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

Please note that by agreeing to these Terms, you are: (a) waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; (b) irrevocably consenting to the exclusive jurisdiction of and venue in, state or federal courts in the state of Texas over any disputes or claims you have with us; and (z) submitting yourself to the personal jurisdiction of courts and arbitration located in the state of Texas to resolve any such disputes or claims.

#### **15. Arbitration and Class Action Waiver**

ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE LICENSE GRANTED BY BARBRI TO YOU HEREUNDER OR THIS AGREEMENT (EACH A "DISPUTE") SHALL BE SETTLED BY ARBITRATION IN DALLAS, TEXAS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO A TRIAL BY JURY REGARDING ANY DISPUTE. YOU UNDERSTAND THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE THAT BARBRI MAY ENFORCE.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO A PUNITIVE OR EXEMPLARY DAMAGES AWARD. ANY ARBITRATION AWARD SHALL BE LIMITED TO ACTUAL DAMAGES AND ATTORNEYS' FEES.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ANY FORM OF CLASS ARBITRATION. YOUR DISPUTE SHALL BE RESOLVED INDIVIDUALLY AND SHALL NOT BE CONSOLIDATED WITH ANY OTHER CLAIM OF ANY OTHER PERSON OR ENTITY.

YOU AGREE AND ACKNOWLEDGE THAT YOU MUST INITIATE ANY DISPUTE BY FILING A PROPER DEMAND FOR ARBITRATION WITHIN ONE YEAR OF THE DATE OF YOUR USE OF THE COURSE AND THAT YOU CAN BRING NO DISPUTE AFTER THAT TIME.

JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. JURISDICTION FOR ANY APPEAL OF AN ARBITRATION AWARD IS APPROPRIATE ONLY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS.

YOU AGREE AND ACKNOWLEDGE THAT ANY DISPUTE, INCLUDING THE FACTS AND OUTCOME OF ARBITRATION, IS STRICTLY CONFIDENTIAL. YOU ALSO AGREE AND ACKNOWLEDGE THAT ANY ARBITRATOR MUST AGREE TO THE SAME STRICT CONFIDENTIALITY.

YOU AGREE AND ACKNOWLEDGE THAT BARBRI WOULD NOT PERMIT THE USE OF ITS COURSE, ABSENT YOUR AGREEMENT TO ARBITRATE AND WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.

#### **16. Amendments to the Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. Any change or modification must be in writing and agreed to by both parties. If any provision of this Agreement is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

Your continued use of the Course will constitute acceptance that (1) you have read this Agreement in their entirety, including any and all related links, (2) you acknowledge that you have enrolled with BARBRI for the sole purpose of test preparation and not at the direction of, or for the benefit of, any test preparation competitor; (3) you understand that BARBRI services do not guarantee acceptance to any school or legal program (4) you have read and agree to maintain the minimum hardware specifications required to access your program (5) you authorize BARBRI representatives to charge your credit card in accordance with the amounts and schedule you agreed to until your tuition payment is complete; (6) you understand and agree to be bound by this agreement.

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