



PowerScore LSAT Home Stretch Course Enrollment Agreement

You (“You,” “Student”) have enrolled in a program with PowerScore LLC, a BARBRI Inc subsidiary, as applicable (“PowerScore,” “we,” “us,” “our”). This Enrollment Agreement along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time (these “Terms”) constitute a legally binding agreement as of the Effective Date (as defined below), governing your access to, and the use of PowerScore and any related website owned or operated by BARBRI Inc (the “Sites”), and the use of, and registration with, PowerScore LSAT Courses (defined below) through the Sites, or through any other means.

You are solely responsible for all telephone, computer hardware, and other equipment and all Internet or wireless services required for access to and use of our online services.

PowerScore reserves the right, in its sole discretion, to change these Student Enrollment Agreement Terms and Conditions, in whole or in part, at any time. Changes in these Student Enrollment Agreement Terms and Conditions will be effective when posted.

This document constitutes a binding Agreement between PowerScore and the undersigned Student (“you,” “Student”), pursuant to the terms set forth below (the “Enrollment Agreement”):

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:

Your payment is due in full at time of enrollment. The current fee is \$99 USD.

3. Refund Policy; Chargeback

- **Non-Refundable Services.** All Courses are non-refundable, including tutoring hours for the LSAT Elite Course. The Student shall not be entitled, and we shall not be under any obligation, to terminate the Course and give a refund or credit.
- **Chargeback.** If, at any time, we receive a chargeback on Student’s Account (“Chargeback”), this will be considered as a breach of Student’s payment



obligations hereunder, and Student's use of the PowerScore LSAT Course may be disabled or terminated and such use of the PowerScore LSAT Course will not resume until Student pays in full again for any such PowerScore LSAT Course, including any fees and expenses incurred by us and/or any Third Party Service for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without detracting from any other remedy that may be applicable to us under these Terms or applicable law.

4. Access to Course Materials

Upon enrollment, you will be provided access to digital course materials and be provided access directions for live sessions within 2 business days of enrollment. Access is granted only to the student enrolled and is a limited, non-exclusive, nontransferable license to access and use the materials for personal educational purposes only. Your access to recordings and all other digital course materials will conclude after the last testing day of the test(s) for which the Course content is designed.

5. Use of Materials

Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow an Authorized User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the PowerScore LSAT Courses or the Sites to any third party, including, but not limited to your affiliates, or use the PowerScore LSAT Courses in any PowerScore LSAT Courses bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or PowerScore LSAT Courses or features that prevent or restrict use or copying of any content or that enforce limitations on use of the PowerScore LSAT Courses or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the PowerScore LSAT Courses or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the PowerScore LSAT Courses or Sites, or any part thereof; (v) take any action that imposes or may impose (at PowerScore's sole discretion) an unreasonable or disproportionately large load on the PowerScore infrastructure or infrastructure which supports the Sites or PowerScore LSAT Courses; (vi) interfere or attempt to interfere with the integrity or proper working of the PowerScore LSAT Courses or Sites, or any related activities; (vii) remove, deface, obscure, or alter PowerScore's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary



rights affixed to or provided as part of the PowerScore LSAT Courses or Sites, or use or display logos of the PowerScore LSAT Courses or Sites without PowerScore's prior written approval; (viii) use the PowerScore LSAT Courses or Sites for competitive purposes, including to develop or enhance a competing PowerScore LSAT Courses or product; or (ix) encourage or assist any third party (including other Authorized Users) to do any of the foregoing.

6. Modifications

Occasionally we may make changes to these Terms for valid reasons, such as adding new functions or features to the PowerScore LSAT Courses, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we will provide Student with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the PowerScore LSAT Courses or by sending Student an email. Your continued use of the PowerScore LSAT Courses after the changes have been implemented will constitute your acceptance of the changes.

7. Confidentiality

Confidential Information. In connection with this agreement and the PowerScore LSAT Courses (including the evaluation thereof), each party ("Disclosing Party") may disclose to the other party ("Receiving Party"), non-public business, product, technology and marketing information, including without limitation, Students lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the "Confidential Information"). For the avoidance of doubt, (i) Student Data is regarded as Student's Confidential Information, and (ii) our Site, PowerScore LSAT Courses, inclusive of their underlying technology, and their respective performance information, as well as any data, reports, and materials we provided to you in connection with your evaluation or use of the PowerScore LSAT Courses, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

- Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use

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of Confidential Information, and limit access to those employees, affiliates, PowerScore LSAT Courses providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

- **Compelled Disclosure.** Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- **Intellectual Property (IP).** Student accepts and agrees by accepting these Terms they will not copy, distribute, or sell any or all parts of the PowerScore LSAT Courses (“PowerScore”), including copyrights, patents, trademarks, Trade Secrets, data, confidential information, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

8. Intellectual Property Rights; License.

- **Our Intellectual Property.** The PowerScore LSAT Courses and Sites, inclusive of materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and PowerScore LSAT Courses marks (excluding Student Data), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing (collectively, “PowerScore Materials”), are the property of PowerScore and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. As between you and PowerScore, PowerScore retains all rights, title, and interest, including all intellectual property rights, in and to the PowerScore Materials.

9. General Provisions

- **Force Majeure.** Neither us nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable

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control of a party, which may include denial-of-cyber-attacks, interruption or failure of the Internet or any utility services, failures in third-party hosting PowerScore LSAT Courses, strikes, shortages, riots, fires, acts of God, war, terrorism, pandemics, and governmental action.

- Relationship of the Parties; Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.
- Any disputes, claims, or actions arising out of this Agreement shall be governed by the laws of the State of Texas. Student agrees to submit to personal jurisdiction in Dallas, Texas to resolve any such dispute. In the event of litigation relating to this Agreement's subject matter, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting from it.
- Notice. We shall use your contact details in our records, in connection with giving you notice, subject to this section. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the PowerScore LSAT Courses, shall be provided as follows: via the PowerScore LSAT Courses, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to PowerScore , attention: Legal Department Legal@barbri.com
- Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of PowerScore, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the PowerScore LSAT Courses to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section shall be null and void.

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- **Severability.** These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.
- **No Waiver.** No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party deemed to have granted the waiver.