

DualEnroll.com

TERMS OF USE

Effective Date: July 1, 2020

ACCEPTANCE

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PRIVACY

We care about your privacy. Please review our Privacy Policy, available at www.dualenroll.com to find out what and how we collect and use your personal information. The Privacy Policy is hereby incorporated by reference into these Terms of Use.

USER ACCOUNT

In order to access certain features of the Service, you must become a registered user of our Service (“**Registered User**”), which you do by creating a User Account. You agree that all information you provide in registering for a User Account is accurate, current and complete, and you will keep such information up to date. To create a User Account, you will be required to choose a user ID and password. You are responsible for maintaining the confidentiality and security of your ID and password, and are fully responsible for all activities that occur through your User Account. You further agree to notify us immediately of any breach of security or unauthorized use of your User Account, ID, or password. We reserve the right to refuse to register or provide services to any person or entity for any reason, in our sole discretion.

You may close your User Account at any time by sending an email to support@dualenroll.com.

USER CONDUCT

By using our Site and/or Service, you agree to comply with community guidelines that govern services and sites of this kind. You further agree that you will not: (a) post or transmit unsolicited emails, communications, advertising, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (b) solicit personally identifying information from anyone, except to the extent expressly permitted by the Services; (c) solicit passwords from anyone for any reason; (d) post or transmit any personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers, except to the extent required to provide the Service, provided the third party has authorized such posting or transmission; (e) impersonate any person or entity, create a false identity, or falsely state or otherwise misrepresent yourself, your

age or your affiliation with any person or entity; (f) register a User Account on behalf of an individual other than yourself, or, exempt to the extent expressly authorized by the Service, register a User Account on behalf of any group or entity; (g) upload, post, transmit, share, or store any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or use the Site or Service in any other manner that could damage, disable, over burden or impair the Site; (h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service or posted to the Site; (i) use automated scripts to collect information from or otherwise interact with the Service or the Site or harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or any other means; (j) use the Service or Site in any unlawful manner or upload, post, transmit, share, or store any content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (k) intimidate, "stalk" or harass another; or (l) upload, post, transmit, share, or store any content that, in our sole judgment, may be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, vulgar, obscene, racist, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

USER CONTENT

When using our Service, you may upload, post, create, transmit, or share content or data not otherwise prohibited by these Terms ("**User Content**"). You are solely responsible for your User Content, and represent and warrant that by submitting your User Content you will not be infringing on any other person's copyright, trademark, trade secret or other proprietary or intellectual property rights, including privacy and publicity rights. You further agree not to post, transmit, or share any content on the Site or Service that would infringe or violate the rights of third-parties. You acknowledge and warrant that any Third Party Content and Third Party Sites (as those terms are defined below), or links thereto or therefrom, which you post on the Site is subject to, and will fully comply with, our Terms of Use. In addition, you understand and agree that we may, but are not obligated to, review the Site and your User Content, including pre-screening, and may delete or remove (without notice) any User Content for any reason, including, without limitation, if we believe, in our sole discretion, it violates these Terms of Use, might be offensive or illegal, or could violate the rights, harm, or threaten the safety of users or others. You are solely responsible, at your own cost and expense, for creating backup copies and replacing any User Content you post or store on the Site or provide to us.

You shall retain all ownership rights in and to your User Content. Notwithstanding the foregoing, when you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and represent and warrant that you have the right to grant, to DualEnroll.com a worldwide, non-exclusive, royalty-free, sub-licenseable, transferable, perpetual and non-revocable license to use, reproduce, distribute, prepare derivative works of, and display the User Content in connection with the Site and Service, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels, in each case subject to our Privacy Policy.

You also hereby grant each other user a non-exclusive license to access your User Content through the Site or Service, and to use, reproduce, distribute, and display such User Content, as permitted through the functionality of the Site and in accordance with the Terms of Use and our Privacy Policy. You may remove your User Content from the Site at any time, but you understand that DualEnroll.com may retain, and continue to display or distribute copies of such User Content.

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LIMITED LICENSE

Except for User Content and Third-Party Content, all content on the Site and available through the Service, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound, video and other files, and their selection and arrangement together with the trademarks, service marks and logos contained therein (the “**Site Content**”), is owned by or licensed to DualEnroll.com, with all rights reserved, and is subject to and protected by copyright and other intellectual property rights under law. The Site Content is provided to you “as is” for your information and personal, non-commercial use only. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without DualEnroll.com’s prior written permission, in each instance, or in connection with the functionality provided by DualEnroll.com on the Site. To the extent DualEnroll.com has such rights in the Site Content, you are granted a limited, revocable, nontransferable license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content (excluding any software code) to which you have properly gained access solely for your information and personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. The aforementioned license does not include the use of any data mining, robots or similar data gathering or extraction methods and is revocable by DualEnroll.com at any time, without notice, and with or without cause.

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MOBILE SERVICES

DualEnroll.com may offer services that are available via your mobile phone, including without limitation the ability to upload content to the Site, blog post, and send and receive messages, instant messages, location information, data transactions and other types of communications that may be developed for the Site (collectively "**Mobile Services**"). Your mobile carrier's normal messaging, data and other rates and fees may apply when using the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all mobile carriers or devices. By providing your cell number upon registering or by using any Mobile Services, you agree that we may communicate with you regarding DualEnroll.com, the Service and the Site and other entities, by SMS, MMS, text message, push message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

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If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please file a written notice of infringement with DualEnroll.com's copyright agent containing the information specified below: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site; (d) your physical address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and (f) a statement by you affirming that the information provided in your notice is accurate and that

you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

To notify DualEnroll.com of claims of copyright or other intellectual property infringement, write us at: Copyright Agent, c/o CourseMaven, 43498 Butler Place, Leesburg, VA 20176. You may also send an email to us at legal@coursemaven.com.

You acknowledge that if you fail to comply with all of the requirements of this section your notice may be invalid. Please also note that you may be liable for damages (including costs and attorneys' fees) if you misrepresent that a product or activity is infringing your copyrights.

COPYRIGHT - COUNTER-NOTICE

If you believe the User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such content, you may submit a counter-notice to the address listed above containing the following information: (a) your physical or electronic signature; (b) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled; (c) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the User Content; (d) your name, physical address, telephone number, and email address; and (e) a statement that you consent to the jurisdiction of the federal and state courts in Loudoun County, in the Commonwealth of Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

After we receive your counter-notice, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notice, it includes your personal information. By submitting a counter-notice, you consent to having your information revealed in this way. We will not forward the counter-notice to any party other than the original claimant, unless required to do so by law. After we send the counter-notice, the claimant must then notify us within (ten) 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to User Content. If we receive such notification we will not restore the material. If we do not receive such notification, we may reinstate the material, but are under no obligation to do so.

Please note any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("**Submissions**"), provided by you to DualEnroll.com are not confidential and shall become the sole property of DualEnroll.com. DualEnroll.com shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

CHILDREN

Any use of or access to the Site or Service by anyone under the age of 13 is not permitted and violates our Terms of Use. By using or accessing our Site or Service, you represent and warrant that you are 13 years of age or older and fully able to enter into and abide by all of our Terms. We may terminate your User Account and delete any profiles, content or data you may have created or provided if we believe, in our sole discretion, that you are less than 13 years old.

GENERAL PRACTICES

DualEnroll.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site and/or Service (or any part thereof) with or without notice. DualEnroll.com may establish general practices and limits concerning use of the Site and/or Service, including without limitation the maximum number of days that postings or other uploaded User Content will be retained, the maximum disk space that will be allotted on DualEnroll.com's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site and/or Service in a given period of time. DualEnroll.com has no responsibility or liability for the deletion or failure to store any communications or other content maintained or transmitted by the Service. You understand that the technical processing and transmission of the Service, including your User Content, may involve: (a) transmissions over various networks; or (b) changes to conform and adapt to technical requirements of connecting networks or devices.

DualEnroll.com reserves the right to log off accounts that are inactive for an extended period of time. You agree that DualEnroll.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site and/or Service. You further acknowledge that DualEnroll.com reserves the right to modify these general practices and limits from time to time.

You acknowledge, consent and agree that DualEnroll.com may access, preserve and disclose your User Account information and User Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; (e) effectively provide the Service to you; and (f) protect the rights, property or personal safety of DualEnroll.com, its users and the public.

DualEnroll.com may terminate your User Account, delete your profile and any User Content or information that you have posted on the Site or through the Service and/or prohibit you from using or accessing the Service or the Site, or any portion thereof, for any reason, or no reason, at any time in its sole discretion, with or without notice, including without limitation in the event DualEnroll.com has determined you are an offender of any of these Terms of Use.

DISCLAIMERS

You acknowledge that DualEnroll.com has no control over, and no duty to take any action regarding: (a) users who gain access to the Site or use the Services; (b) effects the content on the Site may have on you; (c) your interpretation or use of the content; (d) actions you may take as a result of having been exposed to the content; or (e) your admission to any university or college or your satisfaction with any admission choice you make or any other action you take or do not take as a result of the information we provide you on the Site or through the Services.

The Site or Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. DualEnroll.com makes no representations concerning, and DualEnroll.com will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Services. You release DualEnroll.com from all liability for you having acquired or not acquired content through the Site or the Services.

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INDEMNITY

You agree to indemnify and hold all of the DualEnroll.com Parties harmless from and against any and all losses, liabilities, claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Content you post or link to or any Third Party Sites you link to on the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of the Terms of Use or of any law or the rights of any third party.

LIMITATION OF LIABILITY

In no event will any of the DualEnroll.com Parties be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the site or the service, or any of the site content, third-party content or other materials on, accessed through or downloaded from the site, even if DualEnroll.com is aware or has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, DualEnroll.com's entire cumulative liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to DualEnroll.com for the service during the term, but in no case will DualEnroll.com's liability to you exceed US\$100. You acknowledge that if no fees are paid to DualEnroll.com for the service, you shall be limited to injunctive relief only, unless otherwise permitted by law, and shall not be entitled to damages of any kind from DualEnroll.com, regardless of the cause of action. Because some jurisdictions do not allow the exclusion or limitation

of liability for negligence, consequential, incidental or other damages, in such jurisdictions the DualEnroll.com Parties' liability is limited to the greatest extent permitted by law. Your sole remedy for dissatisfaction with this site is to stop using this site. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

DISPUTE RESOLUTION/GOVERNING LAW

For any dispute you have with DualEnroll.com, you agree to first contact us at legal@coursemaven.com and attempt to resolve the dispute with us informally. In the event that DualEnroll.com has not been able to resolve your dispute, we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to these Terms of Use, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the American Arbitration Association (“**AAA**”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA. The arbitration shall take place in Leesburg, Virginia. By visiting or using the Site and/or the Service, you agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern the Terms of Use and any dispute of any sort that might arise between us. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Site or Service. For any such actions, we each agree to submit to the personal jurisdiction of the state and federal courts located in Loudoun County, Virginia, and waive any and all defenses of lack of personal jurisdiction and forum non conveniens. We each agree to waive any and all rights we may have to trial by jury.

GOVERNMENT USE

If the Service is being acquired on behalf of the United States Government (“**USG**”), then the following provision applies: This is commercial computer software. If acquired by or on behalf of an agency, department, or other entity of the USG, the use, duplication, reproduction, release, modification, disclosure, or transfer of this software, and any related documentation of any kind, including technical data or manuals no matter how received by the USG, is restricted by the terms and conditions of a license agreement in accordance with Federal Acquisition Regulation 12.212 for civilian agencies, and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. All other use is prohibited.

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Any software or technology obtained from DualEnroll.com through the Service originates in the United States, and is subject to United States export laws and regulations. Such software and technology may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, software and technology obtained from us may be subject to the import and export laws of other countries. It is your responsibility to comply with all U.S. and foreign export and import laws and regulations.

ADDITIONAL TERMS

In the event that any portion of these Terms of Use are held to be invalid or unenforceable, then such portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of these Terms of Use shall remain in full force and effect. All provisions of these Terms of Use that by their terms are reasonably expected to survive the termination of these Terms of Use shall survive such termination. These Terms of Use contains the entire agreement of the parties concerning your use of this Site and the Service and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. You expressly absolve and release the DualEnroll.com Parties from any claim of harm resulting from a cause beyond their control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorist activities or governmental restrictions. You may not assign these Terms of Use. No waiver shall be effective unless in writing. The paragraph headings herein are provided only for reference and shall have no effect on the construction or interpretation of these Terms of Use. If we have provided you with a translation of the English language version of these Terms of Use, then you agree that the translation is provided for your convenience only and that the English language version will govern.