

LISCENING AGREEMENT (LIMITED SCOPE)

TERMS AND CONDITIONS

RefreshRD Signature Flashcard Subscription

Purchase of a RefreshRD Signature Product, including the use of any products or services offered by the Company, are subject to the following terms and conditions (the “Terms and Conditions”). You agree to be bound by the Terms and Conditions of this limited scope licensing Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in this Agreement.

RefreshRD Signature Flashcard sets. “Signature Resources” are the Company’s proprietary study materials designed to be used in conjunction with and as a supplement to the Success Course and/or Tutoring Sessions within a RefreshRD program. The RefreshRD Signature Flashcard sets are a series of over 100 online flashcard sets with information on various topics covered on all domains of the RD exam. The Flashcard sets include graphically designed color images to aid in learning and retention. There are two plans: Basic and Pro.

The Basic Subscription plan includes unlimited access to the Signature Online Flashcard sets throughout the month, in addition to access to any upgrades the Company adds to the Flashcard sets.

The Pro Subscription plan includes unlimited access the the RefreshRD Signature Online Flashcard sets plus email support with study tips on how to use the flashcard sets, member video tutorial videos and/or a 15-minute introductory phone call to form a customized study plan using the Flashcards and special Pro plan members only resources throughout the Subscription period.

Upgrades and downgrades are available at any time, and the monthly subscription fee can be manually adjusted to reflect the change, provided that the upgrade or downgrade happens prior to the monthly billing date. If you are upgrading, downgrading, or canceling a subscription, you agree to do so prior to the upcoming billing date. Subscription levels options are month to month for the Basic and Pro plans or 3-month memberships for each. This Licensing Agreement is for the PRO monthly plan.

1. Licensing Fee/Payment

You agree to make full payment of the monthly Licensing and Subscription Fee in the amount of \$39.99 for the *Pro Monthly Flashcard subscription plan*. If you have received any promotional discounts off the monthly Fee, the Company will apply said discount as agreed, and then subsequent payments will be the regular monthly Fee due on the billing date each month. Each monthly payment must be completed and the item(s) for purchase must be paid in full prior to RefreshRD’s monthly distribution of the product(s). The first payment is made through PayPal and subsequent monthly payments are made via MindBody Online.

The preferred method of payment is via credit card through the Payment Agent. The following credit card payment methods will be accepted: PayPal, MasterCard, Visa, American Express and Discover. The Company may, in its sole discretion, accept payment via cash, check or money order (“Alternative Payment Method”).

You agree and authorizes the Company or the Payment Agent to charge the credit card on file with the Payment Agent for the Licensing and you agree not to dispute any such charge. You understand that this authorization will remain in effect indefinitely once the product has been purchased and distributed. You understand that any payment hereunder is an electronic transaction and the funds may be withdrawn from your account as soon as the Payment is made.

2. Refunds, Extensions and Credits

All payments are final and no refunds shall be permitted once a payment is run on the billing date, other than if the Company terminates this Agreement and such termination is not For Cause (as defined in Section 16 below).

3. Fees, Penalties and Payment Provisions

If you violate any provision of Section 4 below, you agree to pay the Company for all costs associated with investigating and correcting such use, plus any third-party costs of investigation the Company may incur. You agree and authorize the fees or other amounts incurred pursuant to Sections 1, 2 and 3 to be charged to the credit card on file with the Payment Agent. You understand that this authorization will remain in effect indefinitely. You agree not to dispute any fees charged pursuant to this Section 3.

You understand that the fees and penalties set forth in this Agreement are not exclusive and Company retains the right to collect any additional costs and to seek any other remedies available at law or in equity.

4. Obligations and Prohibitions

For any improper uses the RefreshRD Program, including any violation of this Section 4 or Section 5 below, the Company may aggressively enforce its intellectual property and other rights to the fullest extent of the law, including the seeking of criminal prosecution.

All Signature Resources and any Program Content (as defined in Section 5), may not be shared, re-sold, reproduced, re-published, modified, transferred or distributed in any way without the Company's prior written consent. Any commercial distribution, publishing or exploitation of the RefreshRD Signature Resources and Program Content is strictly prohibited. You may not use any portion of the RefreshRD Signature Resources for the benefit of any competitor of the Company or for the purpose of becoming a competitor of the Company.

You agree to keep all materials and content within the RefreshRD Signature Resources confidential, including all Signature Resources and Program Content provided or discussed during any RefreshRD Program. Except as expressly permitted by the Company or pursuant to these Terms and Conditions or if required by law, You may not display, copy, reproduce, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any Signature Resources or Program Content from or related to RefreshRD.

Any sharing the RefreshRD Program with any other person, including the Signature Resources and any Program Content is strictly prohibited. You shall not take any action, or fail to take any action, that could result in the unauthorized access or use of the RefreshRD Signature Resources by any other person. If, at any time you learn or suspect that any other person has gained access to RefreshRD Signature Resources, you agrees to immediately notify the Company.

5. Intellectual Property

All RefreshRD Signature Resources are owned by the Company and its licensors. The RefreshRD Signature Resources are for your personal, educational and non-commercial use only. All books,

video, audio, text, questions, explanations, diagrams, images, animations, materials, strategies and other content that you receive upon purchase, regardless of medium or format, (collectively, “Signature Content”), are protected by copyright law and belong to the Company and its licensors. Except as expressly permitted by the Company or pursuant to these Term and Conditions, you may not download, record, screenshot, copy or reproduce Program Content in any way. You may not make any audio and/or video recording of any Signature Resources or any other portion of the RefreshRD Program. The trademarks, service marks, designs, and logos displayed in RefreshRD Signature Products are the registered and unregistered trademarks of the Company, the Company's licensors and third parties and may not be used without the Company’s prior written consent.

The RefreshRD Signature Products may include digital access to Content. Subject to your compliance with the Terms and Conditions of this Licensing Agreement, the Company grants you a limited, personal, non-exclusive, revocable and non-transferable license to use the Signature Products for the intended uses only, as outlined in this Agreement.

6. Disclaimer and Limitation of Liability

The RefreshRD Signature Resources discussed or provided in connection with the RefreshRD Program, are provided on an “as is, with all faults” basis, without warranty of any kind, either express or implied, including but not limited to any warranty regarding availability, accuracy, or usefulness, or any warranties of title, non-infringement, merchantability or fitness of a particular purpose. The Company hereby disclaims any and all such warranties, express and implied.

In no event, including but not limited to negligence, will the Company or any of its directors, officers, independent contractors (including Tutors), employees, agents or content or service providers (collectively, the “Protected Entities”) be liable for any indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the RefreshRD Signature Resources or any other Program Content, even if such Protected Entity has been advised of the possibility of such damages. In no event will the Protected Entities be liable for any content transmitted, exchanged or received by or on behalf of Student or any other person through the Company’s website.

In no event will the total aggregate liability of the Protected Entities for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Agreement or your use of the RefreshRD Signature Resources or any other Program Content exceed, in the aggregate, the amount paid by or on your behalf to the Company for the RefreshRD Program.

Any action on any claim against the Company must be brought forth within six (6) months following the date the claim first accrued, or shall be deemed waived.

7. Indemnification

You agree to defend, indemnify, and hold the Company and its employees, agents, licensors and independent contractors (including Tutors) harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third-party claim, which arise out of or relate to your use of the RefreshRD Signature Resources, including without limitation, your violation of these Terms and Conditions, in each case whether or not caused by the negligence of the Company or its employees, agents, licensors and independent contractors (including Tutors) and whether or not the relevant claim has merit.

In the event that any third-party claim is brought, the Company has the right and option to, at its own expense, undertake the defense and control of such action with counsel of its choice. If the Company exercises this option, you agree to cooperate in asserting any available defense.

8. Arbitration; Choice of Law; Class Action

This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to any conflict of law provisions.

The Parties hereby waive their respective rights to a trial by jury.

The Parties agree that any controversy or dispute arising out of or relating to this Agreement shall be settled by arbitration to be held in the State of California in accordance with the then-applicable rules of the American Arbitration Association. The decision of the arbitrator shall be conclusive, final, and binding on both Parties to the arbitration. The Parties shall each pay one half of the expenses and costs of the arbitration, and each shall separately pay their respective counsel expenses and fees. This arbitration clause does not apply for cases which fall within the small claims jurisdiction limit of \$10,000.

To the maximum extent permitted by law, should you wish to initiate a legal action against the Company in arbitration, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which the Company or a related entity is a party. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

Any proceeding to enforce the agreement to arbitrate, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in the federal or state courts located in Los Angeles, California. In the event that the arbitration provisions in this Agreement are for any reason held to be unenforceable, any litigation against the Company shall be commenced only in the federal or state courts located in Los Angeles, California. Student hereby irrevocably consents to the jurisdiction of those courts for such purposes.

9. Taxes

Purchase of the RefreshRD Signature Resources may be subject to taxes in certain states, and tax rates are different from state to state. You are responsible for paying all such taxes.

10. Modification of Terms and Conditions

The Company reserves the right, in its discretion, to modify any portion of these Terms and Conditions at any time. Furthermore, the Company reserves the right, in its discretion, to modify and update any of the RefreshRD Signature Resources at any time. Should you wish to obtain any such updated Resources, you agree to purchase the updates or upgrades at the price determined by the Company. Changes in these Terms and Conditions will be effective when delivered to the email address provided by you pursuant to Section 12 below. Your continued use of the RefreshRD Signature Resources after any changes to these Terms and Conditions are delivered will be considered acceptance of those changes.

11. Termination

You may terminate your Flashcard set subscription at any time at your discretion and are able to re-subscribe to the service at any time, provided that you agree to the Licensing Terms and Conditions and pay the subscription Fees.

In the event that the Company determines, in its sole judgment, that a user has violated any provision of these Terms and Conditions, the Company may, in its discretion, terminate the Agreement (a termination “For Cause”), and said user shall forfeit their remaining subscription period without refund.

If on the Termination Date, or such earlier date of termination of this Agreement, any outstanding Payment Plan payments (for instance if the credit card was declined) shall become immediately due, and all such payments and any amounts due pursuant to Section 1 above shall be charged to credit card on file with the Payment Agent. If the credit card on file with the payment agent is unable to be charged, other methods of collection activity will be enforced for the Company to collect payment.

12. Miscellaneous

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior communication or agreement with respect thereto. This Agreement cannot be changed or modified orally.

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.

Any failure to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision.

The Company may assign this Agreement to any person or entity without your consent. You may not assign this Agreement without the prior written consent of the Company. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

If any disputes arise with respect to the interpretation of any provision of this Agreement, the provision shall be deemed to have been drafted by all of the Parties and shall not be construed against any Party on the basis that the Party was responsible for drafting that provision.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Sections 4, 5, 6, 7, 8, 9, 10, 11 and this section 12 of these Terms and Conditions, and any other provisions of this Agreement which would be expected to survive the termination or expiration of Student's relationship with the Company will so survive.

13. Communications

All notices, requests, consents, claims, demands, waivers and other communications (each, a "Notice") under this Agreement shall be in writing and delivered to the Parties at the email address set forth or to such other address that may be designated by the receiving Party in writing. Notices shall be effective upon the sending of such Notice via email.

You may contact the Company by email at info@refreshrd.com, or via telephone at (646) 970-7666.