



SMART COURSE Web Site Terms and Conditions (“Terms”)

Please read the following Terms carefully before using SMART COURSE including but not limited to the www.smartcourse.io Web Site, as well as any online features, services, training courses and/or programs offered by SMART COURSE (collectively, the “Web Site”). By accessing or using the Web Site, you agree to the following Terms. You should review these Terms regularly as they may change at any time at the sole discretion of SMART COURSE. **If you do not agree to any portion of these Terms, you should not access or otherwise use the Web Site.** “Content” refers to any text, materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on, uploaded to and/or downloaded from the Web Site.

We reserve the right to change these terms in our sole discretion from time to time with or without notice to you. All changes are effective immediately when we post them and/or allow access to or use of them thereafter. You acknowledge and agree that it is your responsibility to periodically review the Terms. Your continued use of this Web Site after any such modification will constitute acknowledgement and acceptance of any such modified terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, members, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Web Site and/or contents and Offerings available on this Web Site.

BY USING THIS WEB SITE YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE CEASE USE OF THE WEB SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE OR THESE TERMS IS TO CEASE USING THE WEB SITE.

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1. CONVENIENCE AND INFORMATION ONLY; AGE RESTRICTION.

(a) Convenience and Information Only. By providing access to the Web Site, SMART COURSE does not warrant or represent that: (a) the Content is accurate, complete, up-to-date or current; (b) SMART COURSE has any obligation to update any Content; (c) the Content is free from technical inaccuracies or typographical errors; (d) that the Content does not infringe on the intellectual property rights of any third party; (e) that the Content is free from changes caused by a third party; (f) your access to the Web Site will be free from interruptions, errors, computer viruses or other harmful components; (g) any information obtained in response to questions asked through, or postings made on, the Web Site is accurate or complete; and/or the Web Site is fit for a particular purpose.

(b) Age Restriction. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as **THE WEB SITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

2. INDIVIDUAL WEB SITE USE AND CONTENT. Unless otherwise specified, the Services herein are for your individual and non-commercial use. You are not permitted to duplicate, alter, transfer, disseminate, display, reproduce, imitate, perform, license, publish, make derivative works from, transmit, market, or vend any products, services, artwork, graphics, descriptions, demonstrations, software, or products obtained from the Services. At any time, we may, without further notice, make changes to the Web Site contents, to these Terms, and/or to the services described in these Terms.

3. ELECTRONIC COMMUNICATION.

(a) Email and Online Message Center. When you enroll in the Online Service, you must designate a primary email address that will be used for receiving electronic communication. To the extent that SMART COURSE maintains an online message center now or in the future, such exchange of communications shall be considered an electronic communication and may be utilized by SMART COURSE for providing you notices pursuant to these Terms, as required by Applicable Law (as permitted) or generally regarding your Account(s) with SMART COURSE. SMART COURSE will NEVER send you email requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from SMART COURSE, do not respond to the email and notify SMART COURSE by calling 1-646-825-0378 or forwarding the email to info@smartcourse.io.

(b) Usage of Electronic Communication. By your enrollment in the Online Service, you agree to receive these Terms and any disclosures or notices required by Applicable Law and all other communications electronically to the email address you designate in your account profile. You also agree that SMART COURSE may respond to any communication you send to SMART COURSE with an electronic communication, regardless of whether your original communication with SMART COURSE was an electronic communication. Any electronic communication SMART COURSE sends to you will be considered received within two (2) calendar days of the date such communication is sent by computer servers utilized by SMART COURSE to the email address you posted to SMART COURSE's online message center (if applicable). To the extent permissible under Applicable Law, any electronic communication you send to SMART COURSE will not be effective until SMART COURSE has had a reasonable opportunity to act on the electronic communication. You should not rely on electronic communication if you need to communicate with SMART COURSE immediately and, in no event, should your sole method of communication with SMART COURSE regarding any emergency be by electronic communication. SMART COURSE strongly suggests that you report all matters requiring immediate attention to SMART COURSE by calling 1-646-825-0378. SMART COURSE may require you to provide written confirmation of any verbal or electronic notice of alleged error by SMART COURSE.

4. SMART COURSE'S INTELLECTUAL PROPERTY.

- (a) Content.** For purposes of these Terms, "content" is defined as any information, communications, software, published works, photos, videos, graphics, music, sounds, or other material that can be viewed by users on our Web Site and is owned by SMART COURSE or its affiliates.
- (b) Ownership of Content.** By accepting these Terms, you agree that all content presented on this Web Site is protected by any and all intellectual property and/or other proprietary rights available within the United States, and is the sole property of SMART COURSE or its Affiliates.
- (c) Limitations on Use of Content.** Except for a single copy made for personal use, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any content from this Site in any form or by any means whatsoever without prior written permission from us. Any unauthorized use of Web Site content violates our intellectual property interests and could result in criminal or civil penalties.
- (d) No Warranty for Third-Party Infringement.** Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this Web Site will not infringe the rights of third parties.

5. USER INTELLECTUAL PROPERTY.

- (a) **Your Intellectual Property Rights.** Subject to our Privacy Policy (available at www.smartcourse.io/privacy-policy), any communication or material that you transmit to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content (“User Content”). While you retain all rights to the User Content, you grant us (including our employees and Affiliates), a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, publish, translate, adapt, modify, and otherwise use the User Content for any purpose whatsoever, regardless of the form or medium in which it is used.
- (b) **Confidential Information.** All communications sent by you to us will be treated as non-confidential and non-proprietary (subject to our Privacy Policy, available at www.smartcourse.io/privacy-policy). Please do not submit confidential or proprietary information to us (including patentable ideas, new content suggestions or business proposals) unless we have mutually agreed in writing otherwise. Ideas that we receive unsolicited will be treated as property owned by SMART COURSE and will not be returned to you.

6. DISCLAIMERS.

- (a) **NO WARRANTIES; LIMITATION OF LIABILITY.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB SITE IS AT YOUR SOLE RISK. THE WEB SITE, THE ONLINE SERVICE AND THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SMART COURSE PROVIDES THE WEB SITE AND THE ONLINE SERVICE ON A COMMERCIALY REASONABLE BASIS AND SMART COURSE MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEB SITE, THE ONLINE SERVICE, THE CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEB SITE ARE OR SHALL REMAIN UNINTERRUPTED OR ERROR-FREE, THE CONTENT SHALL BE NON-INFRINGEMENT ON ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS, THAT DEFECTS SHALL BE CORRECTED, THAT THE WEB PAGES ON THE WEB SITE, THE ONLINE SERVICE, ANY ELECTRONIC COMMUNICATION, OR THE SERVERS USED IN CONNECTION WITH THE WEB SITE ARE OR SHALL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS, OR THAT ANY PERSON USING THE WEB SITE WILL BE THE PERSON THAT HE OR SHE REPRESENTS HIMSELF OR HERSELF TO BE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH

STATES OR JURISDICTIONS SMART COURSE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

SMART COURSE DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEB SITE AND/OR THE ONLINE SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT SMART COURSE SHALL HAVE ADEQUATE CAPACITY FOR THE WEB SITE AND/OR THE ONLINE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OFFERINGS OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES. WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY OFFERINGS OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ADDITION OF A PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT OFFERINGS ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

(b) INDEMNIFICATION. You agree to defend, indemnify and hold SMART COURSE and its affiliates, subsidiaries, owners, directors, officers, members, employees, and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by SMART COURSE, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties; and/or (iv) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEB SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS WEB SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD-PARTY PROMISES REGARDING OUR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS WEB SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

7. PRIVACY POLICY. You agree that all personal data that you provide regarding yourself will be governed in accordance with SMART COURSE'S Privacy Policy located at www.smartcourse.io/privacy-policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

8. THIRD-PARTY CONTENT.

(a) Third-Party Links. SMART COURSE may provide hyperlinks to other web sites maintained by third parties, or SMART COURSE may provide third-party content on the Web Site by framing or other methods. THE LINKS TO THIRD-PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEB SITE IS NOT UNDER SMART COURSE'S CONTROL AND SMART COURSE IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEB SITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD-PARTY WEB SITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD-PARTY WEB SITES LINKED TO THE WEB SITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

(b) Web Sites. If a third party links to the Web Site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with SMART COURSE. In most cases, SMART COURSE is not even aware that a third party has linked to the Web Site. A web site that links to the Web Site: (i) may link to, but not replicate, SMART COURSE's Content; (ii) may not create a browser, border environment or frame SMART COURSE's Content; (iii) may not imply that SMART COURSE is endorsing it or its products; (iv) may not misrepresent its relationship with SMART COURSE; (v) may not present false or misleading information about SMART COURSE's products or services; and (vi) should not include content that could be construed as distasteful, offensive or controversial, and should contain only Content that is appropriate for all age groups.

9. COPYRIGHT AND TRADEMARKS. The trademarks, service marks and logos used and displayed on the Web Site are SMART COURSE's, or its subsidiaries' or affiliates',

registered and unregistered trademarks. SMART COURSE is the copyright owner or authorized licensee of all text and all graphics contained on the Web Site. All trademarks and service marks of SMART COURSE that may be referred to on the Web Site are the property of SMART COURSE. Other parties' trademarks and service marks that may be referred to on the Web Site are the property of their respective owners. Nothing on the Web Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of SMART COURSE'S trademarks or service marks without SMART COURSE'S prior written permission. SMART COURSE aggressively enforces its intellectual property rights. Neither the name of SMART COURSE nor any of SMART COURSE'S other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity or promotional materials of any kind, whether relating to the Web Site or otherwise, without SMART COURSE'S prior written permission, except that a third-party web site that desires to link to the Web Site and that complies with the requirements of Paragraph 8(b) above may use the name "SMART COURSE" in or as part of that URL link. If you believe that any Content on the Web Site violates any intellectual property right of yours, please contact SMART COURSE at the address, email address or telephone number set forth at the bottom of these Terms.

10. INTERNATIONAL USE. SMART COURSE makes no representation that content or materials in the Web Site are appropriate or available for use in jurisdictions outside the United States. Access to the Web Site from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Site from other jurisdictions, you do so on your own initiative and at your own risk, and you are responsible for compliance with applicable local laws in your jurisdiction, including, but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Web Site is void where prohibited. SMART COURSE is not responsible for any violation of law. You may not use or export the Content or materials in the Web Site in violation of U.S. export laws and regulations. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

11. GOVERNING LAW. You agree that the Web Site, these Terms and the Online Service shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of New York. The Web Site and the Online Service shall be deemed a passive web site and service that does not give rise to personal jurisdiction over SMART COURSE, either specific or general, in jurisdictions other than the state covered by the preceding sentence. All matters relating to the Web Site and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction of the U.S. District Court of New York with respect to such matters controlled by that court.

- 12. AVAILABILITY.** Information that SMART COURSE publishes on the Web Site may contain references or cross-references to products, programs or services of SMART COURSE that are not necessarily announced or available in your area. Such references do not mean that SMART COURSE will announce any of those products, programs or services in your area at any time in the future. You should contact SMART COURSE for information regarding the products, programs and services that may be available to you, if any.
- 13. TERMINATION OF SERVICE.** You agree that we may, at our sole discretion, terminate your right to access all or portions of the Web Site at any time, without notice, for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive, or illegal activity may be grounds for barring your access to this Web Site, and reporting you to the proper authorities, if necessary.
- 14. CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback through the Web Site. By submitting information through the Web Site, you agree that the information submitted shall be subject to the SMART COURSE Web Site Privacy Policy located at www.smartcourse.io/privacy-policy.
- 15. NO RESALE RIGHT.** You agree not to sell, resell, reproduce, duplicate, distribute, copy or use for any commercial purposes any portion of this Web Site, or use of or access to this Web Site.
- 16. SAVINGS CLAUSE.** If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 17. NO WAIVER.** Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.
- 18. MERGER CLAUSE.** These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Web Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Your Consent to This Agreement

By accessing and using the Web Site, you consent to and agree to be bound by the terms of the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on the web page so that you will always be able to understand the terms and conditions that apply to your use of the Web Site and/or the Online Service. Your use of the Web Site and/or

the Online Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms.

If you have additional questions or comments of any kind, or if you see anything on the Web Site that you think is inappropriate, please let us know by email, at info@smartcourse.io, or by sending your comments to the address listed below.

SMART COURSE

Echo Collective, LLC

Adrien Harrison, Founder and CEO

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New York, NY 10128

info@smartcourse.io

1-646-825-0378

EFFECTIVE AS OF: December 12, 2019

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