

Extended U.S. Bar Prep Enrollment Agreement

1. Agreement; Definitions; Hierarchy

This Enrollment Agreement (this "**Agreement**") governs enrollment in and use of BARBRI, Inc.'s Extended U.S. Bar Prep offering, related study tools, grading, feedback, bundled or optional supplemental products, and related services made available for that offering (collectively, the "**Services**"). By enrolling in a Course or purchasing any Supplemental Products or Services, the enrolled student or user ("**User**," "**you**," or "**your**") agrees to this Agreement.

For purposes of this Agreement:

- "**BARBRI**" means BARBRI, Inc. and its affiliates that provide the applicable Course or Services.
- "**Course**" means the BARBRI Extended U.S. Bar Prep course in which you enroll, including BARBRI-hosted digital lessons, assignments, schedules, and core study features made available for that offering.
- "**Supplemental Products**" or "**Supplements**" means any optional, promotional, included, bundled, or separately purchased supplemental products or services associated with the Course, including third-party and BARBRI-branded products and services, if offered for your enrollment.
- "**Client Content**" means Course Materials, BARBRI-provided content, outlines, lectures, questions, model answers, videos, audio, grading criteria, feedback frameworks, and other content or materials made available by BARBRI or its licensors through the Course or any Supplement.
- "**Usage Data**" means data generated from your access to or use of the Course, Supplemental Products, or Services, including login activity, progress data, completion data, clicks, responses, timing, performance analytics, feature interactions, and similar usage information, in each case as further described in the Privacy Policy.
- "**AI Tools**" means artificial intelligence, machine learning, large language model, generative AI, neural network, algorithmic prediction, or similar automated systems or tools.
- "**Guarantee**" means only the specific repeat-course or re-enrollment entitlement expressly described in Section 12. A Guarantee is not a warranty of any examination result.

2. Document Hierarchy and Applicability

This Agreement is the primary contract governing your enrollment in the Course. Your relationship with BARBRI may also be governed, where applicable, by: (a) the LMS Terms of Use; (b) product-specific or service-specific terms governing optional, bundled, included, promotional, or standalone products, services, tools, or subscriptions; and (c) the BARBRI Privacy Policy.

If there is a conflict: (i) applicable order-specific terms control for the specific purchase; (ii) this Agreement controls with respect to the primary Course and Course-related commercial terms; (iii) the applicable product-specific or service-specific terms control with respect to the applicable standalone or platform-specific product, service, tool, or subscription; (iv) the LMS Terms control with respect to LMS-specific platform use; and (v) the Privacy Policy controls with respect to personal-data processing.

3. Enrollment; Eligibility; Course Provision

Your enrollment is accepted when BARBRI receives your enrollment and either the required payment or an approved payment arrangement. Subject to this Agreement, you will receive access to the Course, Course Materials, and any Services included with your enrollment for the applicable access period.

BARBRI may reject, limit, or cancel an enrollment where necessary for payment, eligibility, operational, legal, academic-integrity, licensing, conduct, or compliance reasons. Any access granted is personal to the enrolled User, revocable under this Agreement, and non-transferable except where BARBRI expressly approves a transfer under Section 9.

BARBRI does not provide legal, regulatory, immigration, visa or foreign-credential-evaluation advice regarding eligibility to sit for any U.S Bar examination and enrollment in the Course does not guarantee that you will be eligible to sit for any such examination.

The Course is delivered online and does not include a fixed in-person classroom component. Any live or schedule feature that BARBRI offers from time to time (example, webinars or optional live sessions) are subject to availability and sufficient enrollment. BARBRI may cancel or reschedule such live features and will offer a reasonable alternative such as remote delivery, rescheduling or delayed participation.

The Fees do not include your travel, accommodation, subsistence, visa costs, health insurance, travel insurance, or other costs that may arise prior to or during the Course or in connection with eligibility for or sitting the U.S. bar examination.

4. Payment Terms

You reserve your tuition price when BARBRI receives your enrollment and the required initial payment. Unless applicable law requires otherwise, any registration payment or deposit up to \$295 is non-refundable.

The balance of fees is due in accordance with the invoice or any approved installment plan. If you elect to pay by installments, fees must be paid in accordance with the agreed installment plan.

Unless you are approved for employer billing or another BARBRI-authorized arrangement, you authorize BARBRI to charge the payment card or other payment method on file for all amounts due under this Agreement, including tuition, deposits, shipping, taxes, late fees, and other agreed charges, and you represent that you have the legal right and authority to use that payment method for those charges.

If payment is not received when due, BARBRI may suspend access immediately, withdraw or withhold Course Materials or online access, cancel an accepted place where permitted by law, and take other reasonable steps. If overdue payment is not received within ten (10) days after the scheduled payment date, BARBRI may assess a late fee of up to \$75, where disclosed and permitted by applicable law.

Unless BARBRI expressly states otherwise in writing, all tuition and fees are stated and payable in U.S. dollars. If BARBRI permits payment in another currency, the exchange rate applied will be BARBRI's then-current rate or, where applicable, the rate applied by BARBRI's payment processor or your payment provider at the time of the transaction. For Users outside the United States, you are responsible for currency conversion charges, wire fees, international transaction fees, local taxes, duties, bank charges, or similar charges imposed by your bank, payment provider, or local authorities, unless applicable law requires BARBRI to disclose or collect such amounts differently.

If you default on your obligations under this Agreement, including payment obligations or material conduct obligations, BARBRI may suspend or terminate your enrollment or access rights and may pursue other remedies available under this Agreement or applicable law.

To the extent permitted by law, and only to the extent resulting directly from your material breach of this Agreement or failure to pay undisputed amounts when due, you are responsible for BARBRI's reasonable and documented collection costs, court costs, and attorneys' fees where recoverable.

BARBRI may report payment defaults or delinquencies to credit reporting agencies or similar organizations only to the extent permitted by applicable law.

5. Cancellation and Refund

You may cancel your enrollment within fourteen (14) days after the date BARBRI confirms your registration into the Course (the "**Cancellation Period**") by sending written notice to service@barbri.com. For Users located in the European Union or the United Kingdom, if you enroll as a consumer, you have the right to cancel during the Cancellation Period without giving any reason. If, during the Cancellation Period, you expressly request that BARBRI begin providing digital content or services immediately, you acknowledge that your cancellation rights may be reduced or lost to the extent permitted by applicable law once performance begins or digital content is made available. If cancellation remains available after partial performance, BARBRI may deduct a proportionate amount for services actually provided before cancellation, but only to the extent permitted by applicable law.

For Users outside the European Union and the United Kingdom, BARBRI may deduct a registration or administrative charge of up to \$295 from any refund issued during the Cancellation Period, except to the extent a different result is required by applicable mandatory law

After the Cancellation Period, but before printed Course Materials have shipped or online Course access has been provided, BARBRI may, in its discretion, permit cancellation subject to forfeiture of any non-refundable registration payment and the value of any promotional item, or benefit already issued, except to the extent prohibited by applicable law.

Once printed Course Materials have been shipped or online Course access has been made available, your enrollment may no longer be canceled except as required by applicable law or as expressly stated in any applicable order-specific or jurisdiction-specific notice.

If you are employer-billed or if the amounts you have paid are less than the value of any promotional item, you remain responsible for the difference, and you authorize BARBRI to charge that amount to the payment method on file or otherwise collect it as permitted by law. Nothing in this Section limits any non-waivable consumer cancellation or refund right that applies to you under mandatory law.

Nothing in this Section or this Agreement limits any non-waivable cancellation, refund, withdrawal or cooling-off rights that apply to you under mandatory consumer laws of your country, state, province or place of residence.

6. Course Changes

BARBRI may make reasonable amendments to the Course, change the individuals responsible for organizing or delivering the Course, or change the Course venue to a reasonable alternative venue.

BARBRI will give as much notice as reasonably possible of material amendments, postponements, or venue changes.

BARBRI may update, modify, or discontinue features provided that BARBRI does not materially diminish the core functionality or overall value of the purchased offering, except where a change is required for legal compliance, vendor availability, security, or operational necessity. Where reasonably practicable, BARBRI will provide advance notice of material changes

7. Access; Technical Requirements; Printed Materials

Course access begins when BARBRI makes the applicable digital Client Content available to you and continues through the access period stated for your Course. Unless BARBRI states otherwise in writing for a particular product, access to the original Course expires when the applicable bar exam administration is complete.

Access is personal to the enrolled User, revocable under this Agreement, and non-transferable except where BARBRI expressly approves a transfer or deferral under Section 9.

You are responsible for meeting and maintaining the minimum technical requirements needed to access the Course, LMS, digital materials, coaching features, or any Supplement. Access may require compatible hardware, current software, internet access, audio/video capability, multifactor authentication, and other technical requirements identified by BARBRI.

BARBRI is not responsible for your internet connectivity, device compatibility, or third-party platform outages outside BARBRI's reasonable control. Certain features may be unavailable on some devices or in some jurisdictions.

8. Print Material

Before BARBRI ships printed Client Content, BARBRI may require payment of a refundable printed-materials deposit plus shipping and handling fees, if applicable. Any deposit-refund mechanics, return deadlines, and forfeiture rules must be stated in the applicable enrollment materials or order form.

Printed materials deposits are refundable only for Users who have paid in full for the applicable Course and paid the required deposit. Any product for which BARBRI does not offer printed Course Materials or does not charge a material deposit is not eligible for a printed material deposit or refund.

BARBRI may require one of the following before releasing printed materials, including bundled products: (a) your account is paid in full, (b) you are on an approved installment plan and have paid at least \$1,000 toward your account, or (c) employer billing has been confirmed by both BARBRI and your employer.

9. Transfers; Postponements; Deferrals

You may not assign this Agreement or any of your rights or obligations under it without BARBRI's prior written consent.

BARBRI may, in its discretion, permit one transfer to a different jurisdiction or later course session if you submit a written request by BARBRI's applicable deadline. If approved, BARBRI may charge a transfer fee and may require you to pay any difference in the tuition, taxes, shipping and charges or other applicable fees and accept the terms and conditions applicable to the recipient course.

For this Extended U.S. Bar Prep course, BARBRI may, in its discretion, permit one deferral of the original Course to another applicable course commencing within twelve (12) months after the date of your deferral request, provided that: (a) all amounts due for your original Course have been paid in full and (b) BARBRI receives your written deferral request no later than January 15 for the February bar exam administration or June 15 for the July bar exam administration.

After the applicable January 15 or June 15 deadline, the User are no longer be eligible to defer your original Course. Any later request to repeat or move your Course will be governed, if applicable, by the Guarantee terms and will not be treated as a deferral.

A deferral does not include a new set of printed Course Material. If you elect to receive new printed Course Material for the deferral Course, you must pay a \$295 non-refundable printed-material fee, plus any applicable shipping, taxes or other disclosed charges. BARBRI may charge an administrative deferral fee of \$399 or another amount disclosure at enrollment and permitted by applicable law.

BARBRI is not required to approve a transfer, postponement, or deferral request.

10. Alumni / Repeat Purchase Policy

A User who previously paid in full for a BARBRI U.S. Bar Review course or a BARBRI SQE course may be eligible for alumni pricing when enrolling in a subsequent BARBRI prep course. Alumni pricing may be available for, among other offerings, a U.S. Bar Review course for a different jurisdiction, a subsequent U.S. Bar Review course in the same jurisdiction, or an eligible BARBRI SQE course.

Any alumni pricing is subject to BARBRI's then-current eligibility requirements, product and course availability, and the published or quoted price in effect at the time of the subsequent enrollment. Alumni pricing is personal to the eligible User, and may not be assigned, transferred, combined with another discount, incentive, credit, promotion or guarantee unless BARBRI expressly states otherwise, and is not available for cash, credit or refund.

11. Supplements; Coaching; Grading

11.1 Product Alignment And Bundled Suite

Effective July 13, 2026, Extended U.S. Bar Prep may include bundled access to certain Supplements, including the US Licensure Suite, which may include AdaptiBar and Quimbee offerings, as described at enrollment.

BARBRI may modify the branding, format, vendor, sequencing, or delivery method of bundled or add-on Supplements, provided that BARBRI supplies substantially comparable functionality and overall value for the applicable offering, except where a change is required for legal compliance, vendor availability, security, or operational reasons. Certain Supplements may be provided directly by third parties and may require you to accept separate end-user terms, privacy notices, license restrictions, and eligibility rules at the time of activation or access. BARBRI is not responsible for delays, outages, or feature changes caused solely by third-party providers, although BARBRI may seek to provide a commercially reasonable substitute where appropriate.

11.2 Access Windows; Expiration; No Carryover

Access windows, activation dates, eligibility dates, and expiration dates for Supplements may differ from the access period for the main Course. Unless BARBRI expressly states otherwise in writing, BARBRI may make certain Supplement access available beginning September 1 for the February exam cycle and March 1 for the July exam cycle, and eligibility to claim certain Supplements may expire two (2) weeks before your applicable bar exam administration.

If you do not timely claim, activate, schedule, or use a Supplement within the applicable access period, that Supplement expires automatically without refund, replacement, extension, or credit. Once access to a Supplement has been granted, it generally may not be postponed, transferred, reinstated, or moved to a later exam cycle unless BARBRI expressly agrees in writing.

Unless BARBRI expressly states otherwise in writing for a specific product or promotion, Supplements tied to an original bar-prep enrollment do not carry over to a Guarantee, repeat, retake, deferral, transfer, or later enrollment. Repeat or guaranteed enrollments do not include paid add-on Supplements, promotional Supplements, or bundled Supplements unless BARBRI expressly says so in writing.

If BARBRI included bundled Supplement access with your original Extended U.S. Bar Prep enrollment and you did not activate or log into a particular bundled Supplement before your eligible Guarantee election, BARBRI may, in its discretion, permit first-time access to that unused bundled Supplement in connection with the applicable Guarantee repeat. BARBRI is not required to do so unless it expressly confirms that in writing.

11.3 Coaching

The Course may include coaching delivered through the BARBRI learning management system and Personal Study Plan or other BARBRI-designated platform. Coaching is a study-support feature included with the Course and does not guarantee individual attention, live sessions, assignment to any particular coach, or any minimum number of interactions unless BARBRI expressly describes a specific minimum offering for the applicable Course at purchase.

BARBRI may provide coaching through written feedback, asynchronous messaging, recorded video, live virtual sessions, or other formats, and may assign, reassign, or replace coaches in BARBRI's discretion. Unless BARBRI expressly states otherwise for the applicable Course, coaching does not include guaranteed response time, fixed coach assignment or minimum number of live sessions, messages or other individualized interactions. Coaching is provided for educational and study-support purposes only; it is not therapy, mental-health counseling, legal advice, or individualized professional advice, and it does not create any fiduciary or professional advisory relationship.

11.4 Essay Grading And Written Feedback

Where essay grading, writing review, or related written feedback services are included or purchased, BARBRI will use graders and rubrics that are trained or designed to be generally consistent with, or modeled on, bar-exam scoring approaches. However, BARBRI-graded essay scores, comments, rankings, or other feedback are educational estimates only; they are not official bar-exam scores and are not issued by any bar examiner or licensing authority. BARBRI may, but is not obligated to, review or reconsider grading feedback upon request, and no practice score, comment, ranking, or feedback creates any right to regrade, rescoring, or a particular scoring methodology unless BARBRI expressly states otherwise.

There is no assurance that you will receive the same score, ranking, or outcome on an actual bar exam that you received on any BARBRI-graded practice essay. Actual bar-exam scores and outcomes may differ materially based on examiner judgment, exam conditions, scaling, grading methodology, jurisdictional rules, and your own performance on test day.

12. Guarantee

12.1 General Guarantee Terms

BARBRI's Guarantee provides only the specific repeat-course or re-enrollment entitlement stated in this Section for the applicable product. The Guarantee is personal to you, is not transferable, has no cash value, and does not include any exam fee reimbursement, score guarantee, pass guarantee, employment guarantee, promotional item, or any Supplement except where BARBRI expressly states otherwise in writing.

To exercise any Guarantee, BARBRI may require timely written notice, confirmation of your original enrollment, proof of identity, proof of exam registration or intended exam cycle, proof of sitting for the exam where applicable, proof of results where applicable, payment in full of your original account, and payment of any required shipping charges, taxes, or other stated charges.

12.2 International Course Guarantee

If you take the Course for the first time for a particular state and either do not sit for that state's bar exam or sit for that state's bar exam but do not pass, you may, subject to this Section 12, repeat the same-state Course within twelve (12) months of the results date for the original Course without additional tuition.

The Guarantee covers the repeat Course only, including the grading services included in your original enrollment. If you do not want or need a new set of printed materials, you may repeat the Course without any additional cost. If you request a new set or printed material for the repeat Course, BARBRI may provide them upon payment of a \$295 new-book fee plus applicable shipping charges and that fee is non-refundable. The Guarantee does not include paid add-on Supplements, private tutoring, promotional items, or other separately purchased or separately claimed benefits unless BARBRI expressly states otherwise in writing.

For clarity, bundled Supplements from the original enrollment do not carry over to the repeat Course unless BARBRI expressly states otherwise in writing. BARBRI may, in its discretion, permit first-time

access to an originally bundled Supplement that you never activated before the Guarantee election, but BARBRI is not obligated to do so unless it confirms that in writing.

13. Third-Party Links

Our Services may provide (i) information and content provided by third parties; (ii) links to third-party websites or resources, such as sellers of goods and services; and (iii) third-party products and Services for sale directly to you. BARBRI is not responsible for the availability of such external sites or resources, and we do not endorse and is not responsible or liable for (a) content, advertising, products, or other materials on or available from such sites or resources; (b) any errors or omissions in these websites or resources; or (c) any information handling practices or other business practices of the operators of such sites or resources. BARBRI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any linked sites or resources. Third parties' terms of service and privacy policies and any other similar terms govern your use of those third-party sites, and we recommend that you review such agreements and policies. Your use of third-party content is at your own risk.

14. No Professional Advice

BARBRI IS NOT ENGAGED IN PROVIDING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT INCLUDED ON THE SITE OR IN CONNECTION WITH THE SERVICES WITHOUT SEEKING LEGAL ADVICE OF COUNSEL IN THE RELEVANT JURISDICTION, OR THE ADVICE OF A COMPETENT PROFESSIONAL IN THE APPLICABLE SUBJECT MATTER. BARBRI EXPRESSLY DISCLAIMS ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OF THIS SITE OR IN CONNECTION WITH THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT IS NOT PROVIDED FOR THE PURPOSE OF RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICES. IF YOU BELIEVE YOU REQUIRE LEGAL ADVICE OR OTHER EXPERT ASSISTANCE, YOU SHOULD SEEK THE SERVICES OF A COMPETENT PROFESSIONAL.

USE OF OUR SITE AND SERVICES DOES NOT CREATE AN ATTORNEY-CLIENT OR OTHER RELATIONSHIP NOR DOES USE OF THE SITE AND SERVICES CONSTITUTE A SOLICITATION FOR THE FORMATION OF AN ATTORNEY-CLIENT RELATIONSHIP. RECEIPT OF INFORMATION PRESENTED ON THE SITE OR THROUGH BARBRI SERVICES OR ANY EMAIL OR OTHER ELECTRONIC COMMUNICATION SENT VIA THE SITE OR USING BARBRI SERVICES WILL NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP, AND WE WILL NOT TREAT AS CONFIDENTIAL ANY SUCH EMAIL OR COMMUNICATION.

15. Use of Client Content; Intellectual Property; No AI Training

The courses, additional services, and/or Supplements contain 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 and/or will not permit any third parties to: (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; 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 Services for any unlawful or prohibited purpose. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment. You may not attempt to gain unauthorized access to the Services through hacking, password mining, or any other means. BARBRI reserves the right, in its sole discretion, to terminate your access to the Services, or any portion thereof, at any time, for any reason, or no reason at all, without prior notice or any notice.

Except as BARBRI expressly permits, you may not copy, modify, reproduce, distribute, publish, transmit, display, perform, reverse engineer, create derivative works from, scrape, data-mine, resell, share credentials for, or otherwise exploit any Course Materials or the Services.

The NextGen UBE questions and answers ("NCBE Content") provided in the BARBRI or AdaptiBar website, digitally, or electronically are copyrighted by the National Conference of Bar Examiners ("NCBE"). You are permitted to view the NCBE Content for your personal and non-commercial use only. You are not permitted to copy, modify, reproduce, post, disclose, or distribute any of the NCBE Content in whole or in part. Any unauthorized use of the NCBE Content is a violation of NCBE's rights and could subject you and others who are involved to criminal and civil penalties.

No AI Training. You may not, at any time, upload, import, copy, scrape, extract, submit, prompt with, or otherwise transmit, share, or use any BARBRI Content or Usage Data in connection with any AI Tools that are not hosted by BARBRI, including for training, fine-tuning, retrieval, benchmarking, prompt engineering, evaluation, generation, or any other development or operational purpose, unless BARBRI has given you express written permission or expressly directed you to do so.

You must strictly comply with this prohibition and with any directions BARBRI gives regarding any BARBRI-hosted AI functionality. For clarity, you may not use BARBRI outlines, questions, videos, grader comments, model answers, analytics, your usage history, or other Course-derived data to train or improve any third-party AI tool, build any competing dataset or model, or generate derivative study content for distribution.

Nothing in this Section prohibits BARBRI from using personal data, Usage Data, de-identified data, or Course-interaction data internally, including in connection with BARBRI-hosted AI-enabled features, analytics, personalization, quality assurance, product improvement, safety, and support, in each case as described in BARBRI's Privacy Policy. Your rights and BARBRI's practices regarding personal data remain subject to the Privacy Policy and applicable law.

16. User Conduct

Users agree to maintain professional, respectful behavior toward instructors, presenters, graders, staff, peers, and colleagues, and to comply with all course policies and applicable laws throughout the use of services. BARBRI may suspend or terminate access, without refund except as required by law, for conduct that is unlawful, dishonest, abusive, threatening, harassing, discriminatory, fraudulent, disruptive, academically dishonest, or otherwise inconsistent with this Agreement or BARBRI's policies.

BARBRI provides the Services 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 Services 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 Services
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the Services;
- 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 Services;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the Services;
- 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 Services.

You are solely responsible for your interactions with any other individuals who visit or use the Services and for resolving any disputes that may arise from those interactions. Notwithstanding the foregoing, BARBRI reserves the right to monitor disputes between you and any other individual who visits or uses the Services 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 Services. In meetings and sharing information in connection with the use of the Services, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.

17. 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.

BARBRI Material and/or Content means all courses, material and information created, developed, authored, conceived, used, and/or delivered by BARBRI, including all materials and information created, developed, authored, conceived, used, and/or delivered in connection to a BARBRI product of service, whether such materials and information are created, developed, authored, conceived, and/or delivered directly or indirectly through BARBRI (such as a speaker at a bar exam session), or otherwise provided by BARBRI. You acknowledge and agree that nothing in these terms and conditions and/or the Enrollment Agreement or other Agreement gives or allows you to retain any rights whatsoever in any Intellectual Property or any other property of BARBRI, including all BARBRI-created courses, BARBRI Material, and Content.

18. Notices; Copyright Complaints

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 copyright holders' rights. 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.

19. Privacy and Data Collection; AI Features

BARBRI's Privacy Policy governs BARBRI's collection, use, disclosure, transfer, storage, and other processing of personal data in connection with the Course and Services. By enrolling, you acknowledge that BARBRI may collect and process information relating to your enrollment, progress, assessment responses, interactions with Client Content, use of coaching or grading services, and interactions with BARBRI-hosted AI-enabled features, as described in the Privacy Policy.

BARBRI may use tracking technologies, analytics tools, and AI-enabled functionality in the platform for educational delivery, personalization, platform support, analytics, fraud prevention, marketing, where permitted, and product improvement, in each case, subject to the Privacy Policy and applicable law. BARBRI will not promise any data practices under this Agreement that conflict with the Privacy Policy actually in effect.

For Users located in the European Economic Area, the United Kingdom, or Switzerland, BARBRI's Privacy Policy forms part of this Agreement for purposes of describing BARBRI's role as data controller, the categories of personal data collected, the purposes and legal bases for processing, the categories of recipients, the periods for which personal data is retained, the safeguards used for transfers of personal data outside your jurisdiction, and your applicable data-subject rights.

Where BARBRI transfers personal data from the European Economic Area, the United Kingdom, or Switzerland to the United States or another country that has not been recognized as providing an adequate level of protection, BARBRI will use appropriate transfer mechanisms and safeguards required by applicable law, which may include standard contractual clauses or other lawful transfer tools.

If you are located in the European Economic Area, the United Kingdom, or Switzerland, you may have the right, subject to applicable law, to request access to, correction of, deletion of, restriction of processing of, or portability of your personal data, to object to certain processing, and to lodge a complaint with the competent supervisory authority in your jurisdiction. Nothing in this Agreement waives any mandatory privacy, data-transfer, notice, or data-subject rights available to you under applicable law

.

20. Disclaimers

BARBRI MAY UPDATE, MODIFY, OR DISCONTINUE FEATURES, PROVIDED THAT BARBRI DOES NOT MATERIALLY DIMINISH CORE FUNCTIONALITY OR OVERALL VALUE, EXCEPT WHERE A CHANGE IS REQUIRED FOR LEGAL COMPLIANCE, SECURITY, VENDOR AVAILABILITY, OR OPERATIONAL NECESSITY. WHERE REASONABLY PRACTICABLE, BARBRI WILL PROVIDE NOTICE OF MATERIAL CHANGES.

BARBRI will host and provide the Course using a commercially reasonable level of skill and care. That said, THE SERVICES 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 SERVICES, INFORMATION OBTAINED FROM THE SERVICES OR LINK TO THE SERVICES. BARBRI DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, BARBRI DOES NOT

WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SERVICES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE SERVICES WILL BE CORRECTED

Views expressed by any employee, contractor, instructor, or presenter are their own educational views, and BARBRI does not accept liability for reliance on advice or views expressed in notes, documentation, or course discussions as professional advice.

All courses are taught in English. You are responsible for ensuring that your English language ability is sufficient for participation in the Course. BARBRI is not responsible for difficulties you experience in using or benefiting from the Course due to insufficient English language proficiency, except to the extent BARBRI has made specific written representations about language support that are materially inaccurate.

BARBRI does not provide insurance cover for you and is not liable for loss of or damage to your property except to the extent liability cannot be excluded by law.

21. No Bar-Exam Outcome Guarantee.

BARBRI does not guarantee that you will pass any bar exam, achieve any score, obtain admission in any jurisdiction, or obtain any employment or professional outcome. Bar-exam results depend on many factors outside BARBRI's control, including your own effort, preparation, test-day performance, the policies and grading practices of the relevant exam authorities, scaling methodologies, eligibility determinations, and jurisdiction-specific rules.

BARBRI does not warrant that the Course will operate uninterrupted or error-free, that defects will be corrected, or that the Course is free from viruses or other harmful components. Your access to and use of the Course and Services is at your own risk

22. Limitation of Liability

Except to the extent prohibited by law, BARBRI will not be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages arising out of or related to this Agreement, the Course, any Supplement, any Service, any data loss, your inability to access or use the Course, your reliance on Course information, or any third-party product or service accessed through the Course.

Except to the extent prohibited by law, BARBRI's total cumulative liability arising out of or related to this Agreement or your use of the Course or Services will not exceed the total amount of Fees BARBRI received from or on behalf of you for the applicable Course. Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is not permitted by law, including liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law. Some jurisdictions may limit the enforceability of liability caps or exclusions for certain kinds of claims, and in those jurisdictions this Section will apply only to the maximum extent permitted by law.

23. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless BARBRI and its affiliates, officers, agents, employees, and assignees from third-party claims, liabilities, damages, judgments, losses, costs, and expenses, including reasonable attorneys' fees where recoverable, but only to the extent arising out of or relating to: (a) your unlawful use or attempted use of the Course or Services, (b) your violation of law or third-party rights, (c) content or information you submit or make available through the Course, or (d) your breach of this Agreement.

This Section does not require you to defend, indemnify, or hold harmless BARBRI for claims arising from BARBRI's own negligence, breach of this Agreement, violation of law, or willful misconduct. If you are located in a jurisdiction with mandatory consumer-protection laws that restrict indemnification obligations in consumer contracts, including the European Union, the United Kingdom, Australia, or New Zealand, this Section applies only to the maximum extent permitted by applicable law.

24. Governing Law; Dispute Resolution

If you are a resident in the United States at the time of enrollment, this Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles, and excluding the United Nations Convention on Contracts for the International Sales of Goods. Subject to Section 25, you consent to jurisdiction and venue in Dallas County, Texas, for any court proceeding permitted under this Agreement.

If you are a resident outside the United States at the time of enrollment, this Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and the courts of England and Wales will have jurisdiction over disputes arising out of or relating to this Agreement, except as otherwise required by mandatory law.

Nothing in this Agreement limits any non-waivable rights, remedies, or protections that apply to you under the mandatory consumer, privacy, or other laws of your country, state, or province of residence, to the extent those rights cannot be contractually waived or restricted.

25. Arbitration and Class Action Waiver

This Section applies only if you are a resident of the United States at the time of enrollment.

To the fullest extent permitted by law, all disputes, claims, and causes of action arising out of or relating to this Agreement, the Course, or the Services will be resolved by binding arbitration in Dallas, Texas, administered by the American Arbitration Association under its Consumer Arbitration Rules. You waive any right to a jury trial and agree that disputes will be resolved only on an individual basis and not as a class, collective, coordinated, consolidated, or representative action, except where applicable law does not permit such a waiver.

Any arbitration award will be limited to actual damages and attorneys' fees to the extent permitted by law, and any demand for arbitration must be filed within one (1) year after the claim arises to the extent that the limitations period is enforceable under applicable law. BARBRI would not offer the Course on the same terms without this arbitration provision, but some states may restrict aspects of pre-dispute arbitration clauses in consumer contracts.

26. Assignment; Amendments; Entire Agreement; Severability; Waiver

BARBRI may transfer or assign its rights and obligations under this Agreement to a successor in title to its business or to an entity to which a substantial part of its business is transferred, subject to applicable law.

This Agreement supersedes prior oral or written agreements relating to the same enrollment and constitutes the entire agreement between you and BARBRI regarding that enrollment, except for any separate terms applicable to Supplements, employer billing arrangements, applicable order-specific terms, and jurisdiction-specific notices that apply to you.

BARBRI may update this Agreement prospectively for future enrollments, new products, legal compliance, operational changes, or additional features. Material changes to an existing enrollment should not apply retroactively to already-purchased rights except as required for legal compliance, platform security, operational necessity, or where otherwise permitted by applicable law and communicated to you.

If any provision of this Agreement is unenforceable, that provision will be limited only to the minimum extent necessary, and the remainder of the Agreement will remain in effect.

Failure or delay by BARBRI to exercise any right or remedy under this Agreement does not constitute a waiver of that or any other right or remedy.

27. User Acknowledgments

By enrolling, you acknowledge and agree that:

1. You have read this Agreement in full and had an opportunity to ask questions about it;
2. You are enrolling for your own bar-exam preparation and not on behalf of, or for the benefit of, a competing test-preparation provider;
3. BARBRI will process your data using AI tools integrated into our platform;
4. BARBRI does not guarantee that you will pass any bar exam, achieve a particular score, obtain admission in any jurisdiction, or achieve any employment outcome;
5. Essay-grading scores, comments, and feedback are educational tools only and are not official bar-exam scores or promises of actual exam performance;
6. You meet and will maintain the minimum hardware, software, and internet requirements for your Course;
7. You authorize BARBRI to charge your payment method in accordance with this Agreement until all amounts due are paid; and
8. You agree to be bound by this Agreement and any separate terms that apply to third-party Supplements you choose to access.