Purchase Terms and Conditions

In addition to EdisonLearning, Inc.'s ("EdisonLearning", we", "our", or "us") <u>Terms of Use</u> and <u>End User License Agreement</u> incorporated herein by reference, these Purchase Terms and Conditions ("Purchase Terms") set forth additional terms and conditions for purchases made on or through websites made available by EdisonLearning, including <u>www.edisonlearning.com</u> (collectively, the "Website").

BY MAKING A PURCHASE, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH EDISONLEARNING REGARDING YOUR PURCHASE AND YOU AGREE TO BE BOUND BY THESE PURCHASE TERMS AND ALL ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT MAKE A PURCHASE ON THE WEBSITE. BY MAKING A PURCHASE FROM THE WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THE TRANSACTION AND ACCEPT TO BE BOUND BY THESE TERMS.

1. Website Terms of Use, End User License Agreement and Privacy Policy

These Purchase Terms are in addition to the <u>Terms of Use</u>, <u>End User License Agreement</u> and <u>Privacy Policy</u> that apply generally to the use of the Website. By entering into a transaction with EdisonLearning, you affirm that you have reviewed the Terms of Use, End User License Agreement and Privacy Policy prior to making any purchase through the Website.

2. Payment

You must pay for any purchase on the Website by using a valid and accepted credit card or debit card. You agree that your selected payment method may be charged by EdisonLearning when you make a purchase. Complete payment is due at the time of purchase. Purchases made through the Website are payable to EdisonLearning through our third-party payment processor, Stripe. You agree to provide us and Stripe with accurate payment information so that Stripe can complete your purchase. By providing us and Stripe with a payment method, you represent and warrant: (i) you have authorized us and Stripe to charge the provided payment method; (ii) you are duly authorized to use such payment method; (iii) you will pay all charges incurred at the posted price; and (iv) all provided payment information is true and accurate. If EdisonLearning is unable to successfully charge the provided payment method, you agree that EdisonLearning may pursue all available lawful remedies in order to obtain payment and/or revoke access to your purchase. Unless otherwise provided by law or these Purchase Terms, all purchases are final and non-refundable. Confirmation of your purchase will be sent to the email address on file or the email address provided at the time of purchase.

3. Refund

If for any reason you are not satisfied with your purchase, you may submit a refund request within fourteen (14) calendar days of your purchase for a full refund as long as you have not completed 75% or more of the eCourse purchased. You can request a refund by contacting your student's assigned Learning Coach. All refunds will be given on the original payment method. No refunds are available after fourteen (14) calendar days of your purchase.

4. Product and Pricing

Unless stated otherwise, the price specified includes all taxes and other charges. All prices posted on the Website are subject to change without notice. The price charged for a particular digital learning product

will be the price advertised on the Website at the time the purchase is made. The price charged will be clearly stated in the confirmation sent to you. EdisonLearning reserves the right, at its sole discretion, to change or discontinue any digital learning product offered on the Website. EdisonLearning further reserves the right to correct any inadvertent typographical errors, inaccuracies, or omissions related to pricing at any time, at to cancel any purchases arising from such occurrences.

5. Cancellation

We reserve the right to refuse any purchase you place with us. In the event that we cancel your purchase, we may attempt to notify you by contacting the contact information provided at the time the purchase was made.

6. Exclusion of Warranties

EDISONLEARNING DOES NOT WARRANT THAT ANY PURCHASE WILL MEET YOUR EXPECTATIONS. EDISONLEARNING HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU

7. Limitation of Liability

YOU ACKNOWLEDGE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EDISONLEARNING BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF EDISONLEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OR PURCHASE OF A DIGITAL LEARNING PRODUCT FROM THE WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS YOUR PURCHASE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE PURCHASE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Modification of Purchase Terms

EdisonLearning may revise these Purchase Terms at any time and without notice to you. We encourage you to review these Purchase Terms frequently, the date of the most recent revision to these Purchase Terms appears below. Any purchase after such posting constitutes your consent to be bound by these Purchase Terms, as amended.

Last modified on January 8, 2021