

TERMS AND CONDITIONS

1. **DEFINITIONS.** FOR THE PURPOSES OF THE TERMS AND THE CONDITIONS, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:
 - A. "APPLICATION" SHALL REFER TO THE FORM, WHICH YOU COMPLETE, TO ENROLL IN ANY OF OUR ACTIVITIES, CLASSES, COURSES, EVENTS, FUNCTIONS, LESSONS, PROGRAMS, SEMINARS, STUDY GROUPS, STUDY ABROAD PROGRAMS, TRAVEL PROGRAMS, TUTORING SESSIONS, WORKSHOPS AND/OR OTHER OFFERINGS OF SIMILAR KIND OR CHARACTER.
 - B. "E.S.T." SHALL REFER TO EASTERN STANDARD TIME.
 - C. "EDUCATION ACTIVITY" SHALL REFER TO OUR ACTIVITIES, CLASSES, COURSES, EVENTS, FUNCTIONS, LESSONS, PROGRAMS, SEMINARS, STUDY GROUPS, STUDY ABROAD PROGRAMS, TRAVEL PROGRAMS, TUTORING SESSIONS, WORKSHOPS AND/OR OTHER OFFERINGS OF SIMILAR KIND OR CHARACTER.
 - D. "ENROLLMENT" SHALL REFER TO YOUR REGISTRATION AND YOUR PARTICIPATION IN THE ACTIVITY, CLASS, COURSE, EVENT, FUNCTION, LESSON, PROGRAM, SEMINAR, STUDY GROUP, STUDY ABROAD PROGRAM, TRAVEL PROGRAM, TUTORING SESSION, WORKSHOP AND/OR OTHER OFFERING OF SIMILAR KIND OR CHARACTER FOR WHICH YOU SUBMITTED AN APPLICATION.
 - E. "P.M." SHALL REFER TO POST MERIDIEM.
 - F. "YOU" AND "YOUR" SHALL REFER TO YOU AS A NATURAL PERSON OR A LEGAL ENTITY AND YOUR PAST, PRESENT, AND/OR FUTURE AFFILIATES, AGENTS, ASSIGNS, ATTORNEYS, BENEFICIARIES, BOARD MEMBERS, DIRECTORS, EMPLOYEES, EXECUTIVES, HEIRS, MANAGERS, OFFICERS, OWNERS, INCLUDING, BUT WITHOUT LIMITATION, SHAREHOLDERS AND MEMBERS, PARTNERS, PARENTS, PREDECESSORS IN INTEREST, PRINCIPLES, REPRESENTATIVES, SUBSIDIARIES, SERVANTS, SUCCESSORS IN INTEREST, WORKMEN, AND OTHER PERSONS OF SIMILAR KIND OR CHARACTER.
 - G. "WE," "US," AND "OUR" SHALL REFER TO LA SCUOLA D'ITALIA GALILEO GALILEI, INC., A PENNSYLVANIA NON-PROFIT CORPORATION, AND ITS PAST, PRESENT, AND/OR FUTURE AFFILIATES, AGENTS, ASSIGNS, ATTORNEYS, BOARD MEMBERS, DIRECTORS, EMPLOYEES, EXECUTIVES, MANAGERS, OFFICERS, PARTNERS, PARENTS, PRINCIPLES, REPRESENTATIVES, SUBSIDIARIES, SERVANTS, SUCCESSORS IN INTEREST, WORKMEN, AND OTHER PERSONS OF SIMILAR KIND OR CHARACTER.
 - H. "WE," WHERE APPROPRIATE FROM THE CONTEXT OF THE PROVISIONS HEREIN, SHALL REFER TO BOTH YOU AND US.
2. **AGREEMENT.** UPON SUBMISSION OF THE APPLICATION, YOU AGREE TO ABIDE BY THE TERMS AND THE CONDITIONS IN THEIR ENTIRETY AND YOU ACKNOWLEDGE THAT THE TERMS AND THE CONDITIONS SHALL BE LEGALLY BINDING ON YOU.
3. **PAYMENT.** UPON SUBMISSION OF THE APPLICATION, YOU SHALL BE RESPONSIBLE FOR THE ENTIRE COST OF THE SELECTED EDUCATIONAL ACTIVITY AND YOU SHALL BE RESPONSIBLE FOR REMITTING PAYMENT FOR THE SAME IN ITS ENTIRETY. AT THE TIME OF YOUR REGISTRATION, YOU WILL NEED TO PROVIDE US WITH A VALID CREDIT CARD NUMBER, WHICH WE SHALL NOT USE UNLESS AND UNTIL YOU FAIL TO FULFILL YOUR OBLIGATIONS HEREUNDER. AFTER SUBMISSION OF YOUR APPLICATION AND PRIOR TO YOUR ENROLLMENT, WE WILL VERIFY THE VALIDITY OF YOUR CREDIT CARD BY CHARGING YOU ONE DOLLAR AND ZERO CENTS (\$1.00 U.S.D.), WHICH WE SHALL REFUND TO YOU WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE UPON WHICH THE VERIFICATION PROCESS IS COMPLETE. IN THE EVENT THAT YOUR CREDIT CARD WILL EXPIRE DURING YOUR ENROLLMENT, YOU MUST PROVIDE US WITH A NEW OR UPDATED CREDIT CARD PRIOR AT LEAST ONE (1) CALENDAR WEEK BEFORE

YOUR CURRENT CREDIT CARD EXPIRES. IF YOU ELECT TO PAY FOR THE ENTIRE COST OF THE EDUCATIONAL ACTIVITY, PAYMENT FOR THE SAME SHALL BE DUE BY 5:00 P.M. E.S.T. ONE (1) CALENDAR DAY BEFORE COMMENCEMENT OF THE EDUCATIONAL ACTIVITY. IN THE EVENT THAT YOU ELECT TO REMIT PAYMENT FOR THE EDUCATIONAL ACTIVITY ON A SEMESTER, MONTHLY, OR WEEKLY BASIS (ONLY AVAILABLE FOR THE AFTERSCHOOL PROGRAM AND PRIVATE LESSONS), PAYMENT SHALL BE DUE BY 5:00 P.M. E.S.T. ON THE FIRST (1ST) CALENDAR DAY OF EACH PAY PERIOD. IF YOUR PAYMENT IS MORE THAN FIVE (5) CALENDAR DAYS LATE, WE SHALL IMPOSE A LATE FEE OF TWENTY-FIVE DOLLARS AND ZERO CENTS (\$25.00 U.S.D) AND WE SHALL CHARGE THE CREDIT CARD THAT YOU PROVIDED AT THE TIME OF THE SUBMISSION OF YOUR APPLICATION UNLESS YOU FURNISH ANOTHER FORM OF PAYMENT. IN THE EVENT THAT YOUR PAYMENT IS MORE THAN TEN (10) CALENDAR DAYS LATER, WE SHALL TERMINATE YOUR ENROLLMENT AND WE SHALL CHARGE YOUR CREDIT CARD FOR THE REMAINDER OF THE BALANCE DUE FOR YOUR EDUCATIONAL ACTIVITY UNLESS YOU MAKE OTHER PAYMENT ARRANGEMENT WITH US AND WE ACCEPT THE SAME. IN THE EVENT THAT YOU PAY US WITH A CHECK OR OTHER NEGOTIABLE INSTRUMENT AND OUR FINANCIAL INSTITUTION DENIES OR RETURNS THE SAME FOR INSUFFICIENT FUNDS OR ANY OTHER REASON, YOU SHALL BE RESPONSIBLE FOR REMITTING THE SUM OF TWENTY-FIVE DOLLARS AND ZERO CENTS (\$25.00) BY 5:00 P.M. E.S.T. WITHIN SEVEN (7) CALENDAR DAYS FROM THE DATE ON WHICH WE NOTIFY YOU OF THE SAME. YOU MUST PAY ALL FEES DUE HEREUNDER IN UNITED STATES DOLLARS AND YOU MUST REMIT PAYMENT TO US BY CASH, PERSONAL CHECK, MONEY ORDER, CASHIER'S CHECK, CREDIT CARDS (A ONE-TIME PAYMENT FOR THE ENTIRE EDUCATIONAL ACTIVITY OR AUTOMATIC PAYMENTS IF YOU ARE PAYING ON ANOTHER ACCEPTABLE BASIS), DWOLLA, AND/OR PAYPAL.

- 4. CANCELLATION BY YOU.** UPON SUBMISSION OF YOUR APPLICATION, YOU HAVE NO RIGHT TO CANCEL YOUR ENROLLMENT. IN THE EVENT THAT YOU CANNOT START THE EDUCATIONAL ACTIVITY, YOU SHALL HAVE THE RIGHT TO USE THE COST OF SELECTED EDUCATIONAL ACTIVITY AS A CREDIT TOWARDS YOUR ENROLLMENT IN ANOTHER EDUCATIONAL ACTIVITY IN THE FUTURE OR YOU CAN GIVE THIS CREDIT TO SOMEONE ELSE TO ENROLL IN AN EDUCATIONAL ACTIVITY.
- 5. CANCELLATION BY US.** IN THE EVENT THAT LESS THAN SIX (6) PERSONS REGISTER FOR A PARTICULAR EDUCATIONAL ACTIVITY OR WE CANNOT OFFER THE EDUCATIONAL ACTIVITY BECAUSE THE INSTRUCTOR IS UNAVAILABLE FOR WHATEVER REASON, WE RESERVE THE RIGHT TO CANCEL THE EDUCATIONAL ACTIVITY. IN SUCH INSTANCES, YOU SHALL RECEIVE A REFUND FOR THE COST OF THE EDUCATIONAL ACTIVITY OR YOU SHALL RECEIVE A CREDIT WITH US, WHICH IS EQUAL TO THE COST OF THE PREVIOUSLY SELECTED AND CANCELLED EDUCATION ACTIVITY. YOU CAN YOU USE THE CREDIT TO ENROLL IN ANOTHER EDUCATIONAL ACTIVITY OR CAN TRANSFER THE CREDIT TO SOMEONE ELSE. THE CREDIT SHALL NOT EXPIRE; HOWEVER, IT SHALL NOT SURVIVE OUR DISSOLUTION IF THE SAME EVER OCCURS.
- 6. OUR RIGHT TO TRANSFER.** WE RESERVE THE RIGHT TO TRANSFER YOU TO ANOTHER EDUCATIONAL ACTIVITY IF, IN OUR SOLE DISCRETION, IT BECOMES APPARENT THAT YOUR BACKGROUND AND YOUR ABILITY DEMONSTRATE THAT THE EDUCATIONAL ACTIVITY, FOR WHICH YOU SUBMITTED AN APPLICATION, IS NOT APPROPRIATE FOR YOU.
- 7. YOUR RIGHT TO TRANSFER.** IF YOU WISH TO TRANSFER TO ANOTHER EDUCATIONAL ACTIVITY AFTER COMMENCEMENT OF YOUR EDUCATIONAL ACTIVITY BECAUSE OF YOUR BACKGROUND AND ABILITIES, YOU MAY REQUEST A TRANSFER FROM US; HOWEVER, WE SHALL NOT BE OBLIGATED TO HONOR YOUR REQUEST.
- 8. MAKEUP TIME.** IN THE EVENT THAT YOU CANNOT ATTEND OR CANNOT COMPLETE AN EDUCATIONAL ACTIVITY, YOU SHALL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL, MAKEUP TIME OR CREDITS TO USE TOWARDS OTHER EDUCATIONAL ACTIVITIES. THE FOREGOING PROVISION SHALL NOT BE APPLICABLE TO THOSE WHO HAVE AN ENROLLMENT WITH US FOR PRIVATE LESSONS IF YOU NOTIFY US WITHIN TWENTY-FOUR (24) HOUR BEFORE THE SCHEDULED LESSON. IF, HOWEVER, YOU HAVE AN ENROLLMENT WITH US FOR PRIVATE LESSONS AND YOU FAIL TO NOTIFY US WITHIN THE AFOREMENTIONED TIMEFRAME, YOU SHALL NOT BE ENTITLED TO ANY ADDITIONAL, MAKEUP TIME OR CREDITS AND YOU SHALL BE CHARGED FOR THE PRIVATE LESSON.
- 9. PICK UP OF MINORS.** IF YOUR MINOR CHILD IS ENROLLED IN ONE OF OUR EDUCATIONAL ACTIVITIES, YOU PROMPTLY MUST RETRIEVE YOUR CHILD AFTER CONCLUSION OF THE COURSE. IN THE EVENT THAT WE NEED TO WAIT WITH THE MINOR CHILD, YOU SHALL BE RESPONSIBLE FOR PAYING TWENTY-FIVE DOLLARS AND ZERO CENTS (\$25.00 U.S.D.) FOR EACH INCREMENT OF FIFTEEN (15) MINUTES THAT WE SPEND WITH HIM OR HER. IF THE MINOR CHILD'S PARENT OR GUARDIAN FAILS TO APPEAR WITHIN ONE (1) HOUR AFTER CONCLUSION OF THE EDUCATIONAL ACTIVITY AND WE HAVE HAD NO COMMUNICATION WITH THE PARENT OF THE GUARDIAN DURING THAT TIME PERIOD, WE SHALL NOTIFY THE APPROPRIATE AUTHORITY AND LAW ENFORCEMENT AUTHORITIES TO ENSURE THAT SAFEGUARD OF THE CHILD. IN THE EVENT THAT THE AFOREMENTIONED SITUATION ARISES, YOU

AUTHORIZE US TO CHARGE YOU THE FOREGOING SUM IMMEDIATELY BY USING THE CREDIT CARD THAT YOU PROVIDED AT THE TIME OF YOUR REGISTRATION.

- 10. CERTIFICATE OF COMPLETION.** TO RECEIVE A CERTIFICATE OF COMPLETION, YOU MUST ATTEND AT LEAST EIGHTY PERCENT (80%) OF YOUR EDUCATIONAL ACTIVITY. FOUR (4) INSTANCES OF TARDINESS SHALL CONSTITUTE ONE (1) ABSENCE FOR THE PURPOSES OF CALCULATING YOUR ATTENDANCE.
- 11. INAPPROPRIATE CONDUCT.** IN THE EVENT THAT YOU ENGAGE IN ANY CONDUCT, WHICH IN OUR SOLE DISCRETION, IS CRIMINAL, DANGEROUS, DISORDERLY, DISRUPTIVE, HARASSING, HAZARDOUS, HOSTILE, ILLEGAL, ILLICIT, MENACING, UNRULY, THREATENING AND/OR OTHERWISE INAPPROPRIATE, WE RESERVE THE RIGHT TO TERMINATE YOUR ENROLLMENT IMMEDIATELY WITHOUT RECEIPT OF ANY REFUNDS OR CREDITS.
- 12. PRIVACY.** WE WILL ENDEAVOR TO PROTECT YOUR PRIVATE, PERSONAL INFORMATION. WE WILL NOT RELEASE ANY INFORMATION WE COLLECT FROM YOU IN CONNECTION WITH YOUR APPLICATION OR YOUR ENROLLMENT, INCLUDING, BUT WITHOUT LIMITATION, YOUR BIOGRAPHICAL AND FINANCIAL INFORMATION, TO THIRD PARTY WITHOUT YOUR WRITTEN CONSENT. NOTWITHSTANDING THE FOREGOING, WE SHALL RELEASE SUCH PERSONAL, PRIVATE INFORMATION WHEN REQUIRED BY LAW.
- 13. COMMUNICATION.** YOU AUTHORIZE US TO SEND ALL COMMUNICATIONS CONCERNING YOUR APPLICATION OR ENROLLMENT TO THE ELECTRONIC MAIL (E-MAIL) ADDRESS THAT YOU PROVIDED ON YOUR APPLICATION. YOU MUST NOTIFY US IN WRITING AS SOON AS REASONABLY PRACTICABLE IN THE EVENT THAT YOUR CONTACT INFORMATION INCLUDING, BUT WITHOUT LIMITATION, YOUR ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS CHANGE. YOU, FURTHERMORE, MUST NOTIFY US AS SOON AS REASONABLY PRACTICABLE IF THE CONTACT INFORMATION FOR THE EMERGENCY CONTACT THAT YOU LISTED ON THE APPLICATION CHANGES.
- 14. NOTIFICATIONS.** YOU AUTHORIZE US TO NOTIFY YOU AND TO SEND YOU ADVERTISEMENTS AT ANY TIME IN THE FUTURE ABOUT OUR ACTIVITIES, CLASSES, COURSES, EVENTS, FUNCTIONS, LESSONS, PROGRAMS, SEMINARS, STUDY GROUPS, STUDY ABROAD PROGRAMS, TRAVEL PROGRAMS, TUTORING SESSIONS, WORKSHOPS AND/OR OTHER OFFERINGS OF SIMILAR KIND OR CHARACTER.
- 15. ADVERTISEMENTS.** YOU GRANT US THE RIGHT TO TAKE TESTIMONIALS AS WELL AS PHOTOGRAPHS, VIDEOS, AND OTHER MEDIA OF SIMILAR KIND OR CHARACTER AND TO USE THE SAME IN OUR PROMOTIONAL MATERIALS WITHOUT ANY COMPENSATION OR CLAIM OF OWNERSHIP FOR THE SAME. IN THE EVENT THAT YOU DO NOT WISH TO APPEAR IN OUR PROMOTIONAL MATERIALS, YOU MUST NOTIFY US IN WRITING AND WE THEREAFTER SHALL REFRAIN FROM USING THE SAME.
- 16. DRUGS, ALCOHOL, AND CONTROLLED SUBSTANCES.** THE DISTRIBUTION, THE MANUFACTURE, THE POSSESSION, AND/OR THE USE OF ANY ILLEGAL DRUGS, ALCOHOL, OR CONTROLLED SUBSTANCE WHILE YOU ARE ON OUR PREMISES OR ARE PARTICIPATING IN AN ACTIVITY OR AN EVENT, WHICH WE ARE SPONSORING, IS STRICTLY PROHIBITED AND SHALL RESULT IN YOUR IMMEDIATE EXPULSION FROM OUR COURSE AND/OR PROGRAM WITHOUT A REFUND. WE, FURTHERMORE, IMMEDIATELY SHALL REPORT SUCH ACTIVITY TO LAW ENFORCEMENT AUTHORITIES. IN THE EVENT THAT WE SPONSOR AND/OR ORGANIZE AN ACTIVITY AND/OR AN EVENT WHERE ENROLLEES OF LEGAL DRINKING AGE CAN CONSUME ALCOHOLIC BEVERAGES, THE PROVISIONS HEREIN SHALL NOT BE APPLICABLE.
- 17. TOBACCO PRODUCTS.** YOU AGREE TO REFRAIN FROM USING TOBACCO PRODUCTS WHILE YOU ARE ON OUR PREMISES OR ARE PARTICIPATING IN AN ACTIVITY OR AN EVENT, WHICH WE ARE SPONSORING. YOUR FAILURE TO COMPLY WITH THE PROVISIONS HEREIN SHALL RESULT IN YOUR IMMEDIATE EXPULSION FROM OUR COURSE AND/OR PROGRAM WITHOUT A REFUND.
- 18. WEAPONS.** THE DISTRIBUTION, THE MANUFACTURE, THE POSSESSION, AND/OR THE USE OF ANY WEAPONS WHILE YOU ARE ON OUR PREMISES OR ARE PARTICIPATING IN AN ACTIVITY OR AN EVENT, WHICH WE ARE SPONSORING, IS STRICTLY PROHIBITED AND SHALL RESULT IN YOUR IMMEDIATE EXPULSION FROM OUR COURSE AND/OR PROGRAM WITHOUT A REFUND. WE, FURTHERMORE, IMMEDIATELY SHALL REPORT SUCH ACTIVITY TO LAW ENFORCEMENT AUTHORITIES.
- 19. CRIMINAL CONDUCT OR CHILD ABUSE.** BY SUBMITTING YOUR APPLICATION, YOU WARRANT AND REPRESENT THAT YOU HAVE NEVER PLEADED GUILTY OR NOLO-CONTENDERE TO A MISDEMEANOR OR A FELONY OR HAVE BEEN FOUND GUILTY OF THE SAME. WE RESERVE THE RIGHT TO TERMINATE YOUR ENROLLMENT WITHOUT ANY REFUNDS OR CREDITS AND TO CHARGE YOU FOR THE ENTIRE COST OF THE EDUCATIONAL ACTIVITY IF YOU PLEAD OR HAVE PLEADED GUILTY OR NOLO-CONTENDERE TO A MISDEMEANOR OR A FELONY OR HAVE

BEEN FOUND GUILTY OF THE SAME. BY SUBMITTING YOUR APPLICATION, YOU WARRANT AND REPRESENT THAT YOU HAVE NO HISTORY OF CHILD ABUSE AND YOU CURRENTLY ARE NOT THE SUBJECT OF ANY PENDING OR THREATENED INVESTIGATIONS FOR THE SAME. IF, AT ANY POINT TIME AFTER SUBMISSION OF THE APPLICATION, YOU ARE FOUND TO HAVE COMMITTED CHILD ABUSE OR BECOME THE SUBJECT OF ACTUAL OR THREATENED INVESTIGATION, WE SHALL TERMINATE YOUR ENROLLMENT ANY REFUNDS OR CREDITS AND TO CHARGE YOU FOR THE ENTIRE COST OF THE EDUCATIONAL ACTIVITY.

- 20. DAMAGES.** YOU AGREE AND ACKNOWLEDGE THAT YOU SHALL REFRAIN FROM DAMAGING OR DESTROYING OUR PROPERTY OR OUR PREMISES. IN THE EVENT THAT YOUR ACTS OR OMISSIONS RESULT IN DAMAGE TO OUR PROPERTY OR OUR PREMISES OR DESTRUCTION OF THE SAME, YOU SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH THE REPAIR OR THE REPLACEMENT OF THE PROPERTY THAT YOU DAMAGED OR DESTROYED.
- 21. RELEASE.** YOU AGREE TO WAIVE, TO RELEASE, AND TO SAVE US FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FEES, JUDGMENTS, LIABILITIES, LOSSES, PROCEEDINGS, SUITS, AND/OR OTHER ACTIONS OR LIABILITIES AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, ASSERTED, ASSERTABLE, OR UNASSERTED, ALLEGED OR UNDECLARED, DETERMINED, DETERMINABLE, OR UNDETERMINED, ABSOLUTE OR CONTINGENT, ACCRUED OR ACCRUABLE, OR DUE OR OWING IN THE FUTURE, FOR OR BECAUSE OF ANY ACT OR ANY OMISSION ON OUR PART EXCEPT A BREACH OF OUR TERMS AND CONDITIONS.
- 22. DISCLAIMER.** WE CANNOT ACCEPT RESPONSIBILITY AND WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY AS A RESULT OF YOUR ENROLLMENT.
- 23. INDEMNIFICATION.** IN THE EVENT THAT WE MUST DEFEND OURSELVES AGAINST ANY CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FEES, JUDGMENTS, LIABILITIES, LOSSES, PROCEEDINGS, SUITS, AND/OR OTHER ACTIONS OR LIABILITIES AT LAW OR IN EQUITY BECAUSE OF YOUR ACTS OR OMISSIONS, YOU AGREE TO INDEMNIFY US, TO HOLD US HARMLESS, AND TO MAKE US WHOLE.
- 24. CAPACITY.** YOU WARRANT AND REPRESENT THAT YOU HAVE THE CAPACITY TO ACCEPT THE TERMS AND CONDITIONS AND TO BIND YOURSELF THERETO.
- 25. INTEGRATION.** THE TERMS AND CONDITIONS CONSTITUTE A FULL AND COMPLETE INTEGRATION OF OUR UNDERSTANDING WITH RESPECT TO OUR CONTRACTUAL RELATIONSHIP, AND IT SHALL SUPERSEDE ANY AND ALL PRIOR AND CONTEMPORANEOUS ORAL OR WRITTEN AGREEMENTS, DISCUSSIONS, PROMISES, AND/OR REPRESENTATIONS CONCERNING THE SAME.
- 26. CONSTRUCTION.** IN THE EVENT THAT ANY AMBIGUITY, VAGUENESS, OR UNCERTAINTY ARISES IN CONNECTION WITH THE INTERPRETATION OF THE TERMS AND CONDITIONS, NO COURT OF COMPETENT JURISDICTION OR OTHER ADJUDICATOR SHALL CONSTRUE SUCH AMBIGUITY, VAGUENESS, OR UNCERTAINTY AGAINST EITHER YOU OR US.
- 27. MODIFICATION.** NO ONE SHALL AMEND, SHALL MODIFY, AND/OR SHALL SUPPLEMENT THE TERMS AND CONDITIONS UNLESS WE CONSENT THERETO IN A WRITTEN INSTRUMENT WITH THEIR SIGNATURES.
- 28. SEVERABILITY.** IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION DECLARES, RULES, OR RENDERS ANY PART OR PORTION OF THE TERMS AND CONDITIONS INVALID, ILLEGAL, AND/OR UNENFORCEABLE IN ANY RESPECT, SUCH INVALIDITY, ILLEGALITY, AND/OR UNENFORCEABILITY AFFECTS NO OTHER PART OR PROVISION OF THE TERMS AND CONDITIONS, AND THE REMAINING PARTS OR PORTIONS THEREOF SHALL REMAIN IN FULL FORCE AND EFFECT.
- 29. WAIVER.** OUR FAILURE TO ENFORCE THE TERMS AND CONDITIONS AT ANY TIME SHALL NOT CONSTITUTE A WAIVER OF OUR RIGHT THEREAFTER TO ENFORCE ANY AND ALL PROVISIONS OF THE TERMS AND CONDITIONS.
- 30. CHOICE OF LAW.** THIS AGREEMENT SHALL BE INTERPRETED, ENFORCED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.
- 31. CHOICE OF FORUM.** THE COURT OF COMMON PLEAS OF FAYETTE COUNTY SHALL BE THE PROPER FORUM IN WHICH TO RESOLVE ANY AND ALL DISPUTES THAT ARISE IN CONNECTION WITH THE TERMS AND CONDITIONS
- 32. SUCCESSORS AND ASSIGNS.** THE TERMS AND CONDITIONS SHALL BIND US AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEY SHALL INURE TO THE BENEFIT OF US AND OUR RESPECTIVE SUCCESSORS

AND ASSIGNS. YOU SHALL NOT ASSIGN ANY OF YOUR RIGHTS OR RESPONSIBILITIES WITHOUT OUR PRIOR, WRITTEN CONSENT.

- 33. CAPTIONS.** THE CAPTIONS AND THE HEADINGS IN THE TERMS AND CONDITIONS ARE INSERTED ONLY FOR CONVENIENCE AND REFERENCE. THEY, IN NO WAY, DEFINE, DESCRIBE, AND/OR LIMIT THE SCOPE OR THE INTENT OF THE TERMS AND CONDITIONS OR ANY OF THE PROVISIONS HEREOF.
- 34. GENDER AND NUMBER.** WHERE APPROPRIATE, THE SINGULAR SHALL INCLUDE THE PLURAL, THE PLURAL SHALL INCLUDE THE SINGULAR, AND THE USE OF ANY GENDER OR GENDER-NEUTRAL LANGUAGE SHALL BE APPLICABLE TO ALL GENDERS.
- 35. TIME PERIODS.** WHERE ANY DEADLINE, TIMEFRAME, OR TIME PERIOD PROVIDED HEREIN ENDS ON A SATURDAY, A SUNDAY, OR A FEDERALLY RECOGNIZED, LEGAL HOLIDAY, THE DEADLINE, THE TIMEFRAME, OR THE TIME PERIOD SHALL EXTEND TO 5:00 P.M. E.S.T. ON THE NEXT FULL BUSINESS DAY.
- 36. TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE CONCERNING THE PERFORMANCE OF YOUR DUTIES AND OBLIGATIONS WITH RESPECT TO THE TERMS AND CONDITIONS.
- 37. COMPREHENSION.** YOU WARRANT AND REPRESENT THAT YOU: CAREFULLY AND THOROUGHLY HAVE READ EACH PROVISION OF THE TERMS AND CONDITIONS AND YOU FULLY AND COMPLETELY UNDERSTAND EACH PROVISION OF THE TERMS AND CONDITIONS, BOTH AS TO THE SUBJECT MATTER AND LEGAL EFFECT.
- 38. DEFECTS.** YOU WARRANT AND REPRESENT THAT YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS IS NOT THE RESULT OF ANY FRAUD, DURESS, COERCION, UNDUE INFLUENCE, COLLUSION, AND/OR ANY ILLEGAL AND/OR IMPROPER AGREEMENT(S).
- 39. DEFAULT.** IF YOU DEFAULT IN THE PERFORMANCE OF YOUR OBLIGATIONS UNDER THE TERMS AND CONDITIONS AND IT BECOMES NECESSARY TO INSTITUTE LEGAL PROCEEDINGS OR TO UNDERTAKE ANY OTHER ACTION TO COMPEL COMPLIANCE WITH THE TERMS AND CONDITION, YOU SHALL PAY ALL COSTS AND EXPENSES.
- 40. UNJUSTIFIABLE AND UNNECESSARY ACTION.** IF YOU UNJUSTIFIABLY AND/OR UNNECESSARILY INSTITUTE LEGAL PROCEEDINGS OR UNDERTAKE ANY OTHER ACTION IN CONNECTION WITH THE TERMS AND CONDITION AND WE SUCCESSFULLY DEFEND AGAINST SUCH CLAIM(S), WE SHALL RECEIVE REIMBURSEMENT FOR ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST SUCH ACTIONS.
- 41. FORCE MAJEURE.** IF WE ARE UNABLE TO PERFORM ANY OF OUR OBLIGATIONS IN WHOLE OR IN PART DUE TO FORCE MAJEURE, WE CAN ELECT EITHER TO SUSPEND OR TO TERMINATE OUR AGREEMENT WITH YOU. FOR THE PURPOSES OF THE TERMS AND CONDITIONS, "FORCE MAJEURE" SHALL CONTEMPLATE, BUT WITHOUT LIMITATION, ACTS OF GOD, EXPLOSIONS, LIGHTNING, FIRE, FLOODS, EARTHQUAKES, TORNADOS, HURRICANES, BLIZZARDS, INCLEMENT WEATHER, SEVERE WEATHER, NATURAL DISASTERS, EPIDEMICS, STRIKES, LOCKOUTS, OR OTHER INDUSTRIAL DISTURBANCES, RIOTS, ACTS OF A PUBLIC ENEMY, WARS, ACTS OF CIVIL UNREST OR DISTURBANCES, BLOCKADES, ACCIDENTS OR REPAIRS TO MACHINERY OR PIPES, DELAYS OF CARRIERS, EMBARGOES, ACTS OF PUBLIC OFFICIALS, AND ANY OTHER ACT OR CAUSE OF WHATEVER KIND OR CHARACTER SO LONG AS THE AFORESAID ARE NOT THE RESULT OF A PARTY'S CONDUCT OR A PARTY IS NOT ABLE TO OVERCOME THE FORCE MAJEURE BY VIRTUE OF DUE DILIGENCE.
- 42. MEDIATION.** YOU AGREE AND ACKNOWLEDGE THAT EVERY DISPUTE OR DIFFERENCE THAT ARISES BETWEEN US IN CONNECTION WITH THE TERMS AND CONDITIONS FIRST SHALL BE SETTLED BY A MEETING BETWEEN US IN WHICH WE ATTEMPT TO RESOLVE THE DISPUTE IN A GOOD FAITH MANNER. WE MUST ATTEMPT TO MEET TOGETHER AS SOON AS REASONABLY PRACTICAL. IF WE CANNOT RESOLVE OUR DISPUTE AFTER CONFERRING IN GOOD FAITH, EITHER YOU OR US MAY REQUIRE THE OTHER TO SUBMIT THE MATTER TO NON-BINDING MEDIATION, UTILIZING THE SERVICES OF AN IMPARTIAL, PROFESSIONAL MEDIATOR APPROVED BY BOTH OF US. SUCH MEDIATION SHALL OCCUR AS SOON AS REASONABLY PRACTICAL, AND NEITHER YOU NOR US UNREASONABLY SHALL WITHHOLD OUR CONSENT TO THE APPOINTMENT OF THE MEDIATOR. IN THE EVENT THAT WE CANNOT AGREE ON SUCH A MEDIATOR, WE SHALL RETAIN ONE WHO IS AFFILIATED WITH THE MEDIATION COUNSEL OF WESTERN PENNSYLVANIA AND WE SHALL ASK THAT THE MEDIATOR BE RANDOMLY ASSIGNED. WE SHALL BE RESPONSIBLE FOR PAYMENT OF THE COSTS AND THE EXPENSES OF THE MEDIATION IN EQUAL PROPORTIONS; HOWEVER, EITHER PARTY SHALL BE ENTITLED TO ADVANCE THE COSTS FOR THE OTHER PARTY AND TO RECEIVE REIMBURSEMENT FOR THE SAME.
- 43. REGULATIONS, RULES, AND CODES.** YOU AGREE TO ABIDE BY ALL RULES, REGULATIONS, AND CODES OF CONDUCT THAT THE FACILITY IN WHICH YOU ATTEND YOUR EDUCATIONAL ACTIVITY HAS IN EFFECT AT THE TIME

OF YOUR REGISTRATION OR PUTS INTO EFFECT DURING YOUR ENROLLMENT. WE RESERVE THE RIGHT TO TERMINATE YOUR ENROLLMENT IMMEDIATELY WITHOUT RECEIPT OF ANY REFUNDS OR CREDITS IN THE EVENT THAT YOU FAIL TO OBSERVE AND TO RESPECT THE SAME.

44. PROMOTIONS. IN THE EVENT THAT WE OFFER ANY PROMOTIONS FOR OUR EDUCATIONAL ACTIVITIES, YOU CANNOT COMBINE MORE THAN TWO (2) PROMOTIONS AT ONE (1) TIME AND THE TOTAL DISCOUNT FOR YOUR PROMOTIONS CANNOT EXCEED MORE THAN THIRTY PERCENT (30%). IF YOU ALREADY HAVE USED TWO (2) PROMOTIONS IN THE PAST, YOU CANNOT USE ANY ADDITIONAL PROMOTIONS IN THE FUTURE FOR YOURSELF. ANY PROMOTIONAL OFFERS FROM US HAVE NO COMMERCIAL VALUE, AND YOU SHALL NOT RECEIVE THE VALUE OF PROMOTION IN THE EVENT THAT YOU ARE ENTITLED TO RECEIVE A REFUND OR A CREDIT PURSUANT TO THE PROVISIONS HEREIN.

