

Web3Campus Terms of Use

INTRODUCTION AND ACCEPTANCE OF TERMS

Web3Campus, (collectively, "we," "us" or "Web3Campus") provides you access to the Web3Campus Services (defined below) subject to the terms and conditions described in this document (this "Terms of Use") and any other guidelines, rules or licenses posted in connection with any Online Courses (defined below). This Terms of Use also includes our Privacy Policy, incorporated by this reference.

By using this Service, clicking "I Agree", registering a User Account (defined below), purchasing an Online Course, or by indicating your agreement to this Terms of Use through a similar mechanism, you are agreeing to be bound by this Terms of Use. If you do not agree to this Terms of Use, do not use the Services. If you under the age of 18, but at least 13 years of age, you represent and agree that you are an emancipated minor or possess legal parental or guardian consent to use the Services and are fully able and competent to enter into all of the conditions, obligations, affirmations, representations and warranties set forth in this Terms of Use. The Services are not intended for, nor directed at, individuals under the age of 13 (or under the applicable age of consent in your jurisdiction); if you are under 13 years of age (or the applicable age of consent in your jurisdiction), do not use the Services.

You further acknowledge that Web3Campus Services utilize the <u>YouTube API Services</u>. As required under our <u>Privacy Policy</u>, you warrant and represent that you have read and agree to the <u>YouTube Terms of Service</u> and the <u>Google Privacy Policy</u>, as updated and amended from time to time.

NOTICE REGARDING DISPUTE RESOLUTION: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see the Section entitled 'Arbitration' below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with the Arbitration Section. Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any

class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

SERVICES

Web3Campus provides many services (each a "Service" and together the "Services") through its website(s) located at www.web3campus.com, as well as any other websites and applications owned, operated, or controlled by us (each a "Website" and collectively the "Websites"), including, without limitation, all information, content, services, and materials made available through any Website, social media channels, or other online or onsite channels that enable you to participate in any Web3Campus online educational programs (collectively, the "Online Courses") and related services, such as careers services, or any part thereof. A verified certificate of accomplishment upon conclusion of the applicable Online Course ("Verified Certificate"), shall be awarded, in the sole discretion of Web3Campus, to Students (defined below) who have completed the course to the satisfaction of Web3Campus including without limitation being in compliance with all Web3Campus policies.

Web3Campus may also offer Online Courses in partnership with accredited universities and other educational institutions, corporate sponsors and non-profit foundations and institutions (each an "Educational Partner") whereby academic credit or certification may be offered solely by that Educational Partner. Please see the section of this Terms of Use pertaining to Online Courses with Educational Partners below for specifics.

Web3Campus may also partner with companies who will sponsor or pay for Online Courses for Users or those companies' employees/associated persons. Web3Campus reserves the right, at any time and from time to time, to modify, discontinue, temporarily or permanently, the Services provided or any part or portion thereof, with or without notice to you. You agree that Web3Campus shall not be liable to you or to any third party for any modifications, suspensions, or discontinuance of the Services, or any portion thereof. Nothing in this Terms of Use shall be construed to obligate Web3Campus to maintain and support the Services or any part or portion thereof, during the term of this Terms of Use.

Web3Campus further reserve the right to alter, modify or rearrange the schedule of topics for the Online Courses, as well as the point value or weight of assignments, tests, quizzes, exams, projects, and other such evaluations of progress. By attending the Online Courses, Students acknowledge that Web3Campus maintain the right and ability

to adapt, modify or revise the Online Courses as Web3Campus and the instructors deem appropriate.

ACCESS AND USER ACCOUNTS

Access: There are different ways in which you may access or use the Services. In each and every instance, you are only authorized to use the Services if you agree to abide by all applicable laws, rules, regulations, as well as this Terms of Use. You may access the Services as:

- a "Visitor," meaning any individual that browses any of our Services, including, without limitation, through a mobile or other wireless device without being registered,
- a "Student," meaning that you have created a User Account (defined below)
 registered and have enrolled in and paid for access to the Online Courses and other
 Web3Campus's Services and/or services, content, and/or certification provided by
 Educational Partners and that you intend to complete the applicable program,
 including the homework assignments and exams, and other requirements related to
 those individual programs.
- an "Attendee," meaning that you have created a User Account and that you intend to audit the Online Courses, i.e., attend or view lectures online without accessing final projects or assessments required for certification, or completing the homework assignments, exams or other course work related to assessments for certification.

The term "User" refers to a Visitor, Student, Attendee, or any other person that participates, interacts with, or otherwise makes use of any of the Services and/or any Web3Campus community (e.g., moderators, volunteers, or experts-in-residence).

User Accounts: In order to use, access, or take part in many of our Services, including the Online Courses or to provide Mentor Services, you must select a login identification ("User ID") and a unique user password ("User Password") (collectively, a "User Account"). You agree that you will never divulge or share access to your User Account with any third party for any reason.

In setting up your User Account, you may be prompted or required to enter additional information, including, but not limited, to your name and email address. Additional information may be required to confirm your identity upon setting up your User Account. You understand and agree that all information provided by you is accurate, current, and complete and that you will maintain and update your information to keep it accurate,

current, and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate your use of the Services and your enrollment any Online Courses, to the extent applicable.

MODIFICATION OF THIS TERMS OF USE

We reserve the right to change or modify this Terms of Use at our sole discretion at any time. We will notify you of any material changes to the terms and conditions of this Terms of Use or to any service or other feature of the Services and you must accept such changes in order to continue your use and access thereof. If you do not accept such changes your use and/or access to the Services will be terminated. Any change or modification to this Terms of Use will be effective immediately upon posting by Web3Campus on its Websites or applications, or as of the date indicated in the updated Terms of Use.

VISITOR COMMUNICATIONS

If you are Visitor, we may contact you through our in-website and in-mobile app notification, messaging and chat services while you browse the Services. You consent to receive these notifications and messages. We also provide information on our Websites for you to contact us with questions or comments. If you use this information to contact us, you consent to receive any notifications, messages, or other communications in response to any such contact.

STUDENT AND ATTENDEE COMMUNICATIONS

Agreement to Receive Electronic Communications.

If you are a Student, or Attendee, you expressly consent to electronically receive all communications, agreements, documents, notices and disclosures whether transactional or promotional in nature as described more fully in the Privacy Policy You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form.

Agreement to Receive Autodialed or Pre-recorded Calls and SMS Messaging.

By agreeing to receive electronic communications and/or by providing us your telephone or mobile number in connection our Services, represent that you are the subscriber of the cellular service at the mobile number provided, or that you are authorized by the subscriber to sign up to receive communications by telephone or text

message. You further consent to receive autodialed or prerecorded calls, SMS, and/or text messages from us so that we may (i) notify you about activity connected with your User Account and any use thereof; (ii) provide you with Services associated with the Websites or Online Courses; (iii) troubleshoot problems with your User Account; (iv) resolve disputes; (v) collect debts; or (vi) as otherwise necessary to service your User Account or enforce this Terms of Use, our policies, applicable law, or any other agreement we may have with you. With your consent, we may also use automated technology or a pre-recorded voice to contact you by phone or SMS with offers and promotions that may interest you. To opt out of receiving offers and promotions by phone or SMS, please text STOP in reply to any communication sent by us or to the phone number identified in connection with our Service from the device for which you no longer wish to receive communications. We won't share your phone number with third parties for any other purposes, other than to provide services to Web3Campus on our behalf as noted below, without your consent. We may share your phone numbers with our Affiliates or with our third-party service providers, such as provision of Services, customer support, billing or collections companies, who we have contracted with to assist us in pursuing our rights or performing our obligations under this Terms of Use, our policies, applicable law, or any other agreement we may have with you. Other than prohibited by law, you agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. Standard telephone minute and text charges may apply.

You further understand and consent that we may, upon notice at time of contact, monitor, or record telephone conversations between us (or our service providers) and you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection. You acknowledge and understand that, while your communications with us may be overheard, monitored, or recorded, not all telephone lines or calls may be recorded by us, and we do not guarantee that recordings of any particular telephone calls will be retained or retrievable.

PRIVACY

In connection with your use of the Services we may collect, store, use, share, and/or process certain information about you and your interaction with our Services. For further explanation on how we treat information collected and received from you when you use the Services and/or participate in our Online Courses, please see our Privacy Policy.

ONLINE COURSES PROVIDED BY EDUCATIONAL PARTNERS.

Account Access:

Web3Campus may make certain Online Courses available to Students and Attendees in partnership with, or on behalf of, its Educational Partners, your access to such Online Courses may be provided to you through your single User Account. You acknowledge and agree that any Online Course affiliated with an Educational Partner may be subject to terms, policies, and procedures of the applicable Educational Partner in addition to Web3Campus's Terms of Use. Without limiting the foregoing, if you are a student registered or enrolled at, or are otherwise attending, an Educational Partner and are taking an Online Course for credit or certification through that Educational Partner, you acknowledge and agree that (a) the Educational Partner may have its own terms, policies, or procedures regarding your eligibility to participate in the Online Course, your continued participation in the Online Course, the requirements or prerequisites for receiving credit or certification for the Online Course, and/or your educational or student records as they may relate to your participation and performance in the Online Course, and (b) your educational or student records are maintained by the Educational Partner, including for purposes of assigning credit or certification, and not Web3Campus.

For Credit:

Any such credit or certification you receive for participation in Online Courses provided by an Educational party, may only be awarded directly by that Educational Partner based on its own policies and procedures, and you may be required by that Educational Partner to be registered or enrolled with the Educational Partner in order to receive such credit or certification. In no event will Web3Campus have any authority or responsibility with respect to any award of academic credit or certification provided by an Educational Partner for any Online Course.

Not For Credit:

If you are not accessing, using, or taking an Online Course on the Web3Campus Websites provided by an Educational Partner, then, subject to your satisfactory performance determined in the sole discretion of Web3Campus, you may be awarded a verified certificate of accomplishment upon conclusion of the applicable Online Course ("Verified Certificate"), and you acknowledge that any such Verified Certificate awarded may not be affiliated with any college, university, company, or other certifying institution, and may not stand in the place of a course taken with an Educational Partner or convey academic credit or certification for any Educational Partner. You acknowledge and agree

that instructors of any Educational Partner provided Online Course will not be obligated to make any attempts to get the course recognized by any accredited or other educational institution and you will abide by the Student Conduct Policy listed below.

Educational Partner Online Course Payment:

Online Courses you purchase for academic credit or certification from an Educational Partner or for certification from the Web3Campus site are eligible for refund under terms specified in the section entitled "Payment Terms" below. If a refund is issued, you'll no longer receive certification and associated services for the course, but can continue to access the free courseware when available.

USER CONDUCT POLICY

As a condition of accessing or using any of the Services and/or Online Courses, you are, prohibited from undertaking, and agree not to: (a) violate any applicable laws, regulations, or rules; (b) set up multiple User Accounts, (c) reproduce, duplicate, copy, sell, resell, display, publish, transfer, distribute, create derivative works of, or exploit for any commercial purposes any portion of the Services, the Online Courses, any Content (as defined below), or any other aspect of our operations, other than as expressly allowed under this Terms of Use; (d) reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Services; (e) use Web3Campus's name, trademarks, service marks, or other materials in connection with, or to transmit, any unsolicited communications or emails; (f) use any high volume, automated, electronic, or third party means to access the Services including without limitation robots, crawlers, browser plug-ins, browser extensions, spiders, or scripts ("Add-ons")); (g) frame the Services, place pop-up windows over its pages, or otherwise affect the display of its pages; (h) falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym or misrepresenting your affiliations with a person or entity, past or present; (i) force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; (i) directly, or through any Add-ons, scrape any part of the Websites and/or Services; and/or (k) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

In addition, you may not post, upload, or transmit to or otherwise make available through the Services any content, communications, or other information (collectively,

"Unauthorized Content"):

- that is obscene, fraudulent, indecent, or libelous or that defames, abuses, harasses, discriminates against or threatens others;
- that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information
- that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- that infringes the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third party;
- that violates the rights of other Users of the Services; or
- that violates any applicable local, state, national or international law or otherwise advocates or encourages any illegal activity.

To the extent you are registered or enrolled as a student in, or are otherwise attending, an Online Course provided by an Educational Partner or other institution with its own policy regarding student and/or employee conduct or an "honor code," those terms shall apply to you as a student and/or employee of such institution.

WEB3CAMPUS'S INTELLECTUAL PROPERTY RIGHTS

The Services are owned and operated by Web3Campus and its licensors. All content or other material available through the Services, including, but not limited to, information on the Websites, on-line lectures, speeches, video or other lessons, applications, preassessments and assessments, quizzes, presentation materials, homework assignments, programming assignments, programs, code, licenses, and other images, text, layouts, arrangements, displays, illustrations, documents, surveys, materials, audio and video clips, HTML, and files (collectively, the "Content"), are the property of Web3Campus and/or its affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under United States and foreign law.

Web3Campus logos, trademarks and service marks which may appear on the Website(s), throughout the Services and in Online Courses ("Marks"), are the property

of Web3Campus and are protected under United States and foreign laws. All other trademarks, service marks, and logos used on the Services, with or without attribution, are the trademarks, service marks, or logos of their respective owners. In addition, elements of the Services are protected by trade dress and other federal and state intellectual property laws and may not be copied, reproduced, downloaded or distributed in any way in whole or in part without the express written consent of Web3Campus.

From time to time, Web3Campus may include software, code, instructions, or other such information in the Content or materials for the Services; any such information is provided on an "as-is" basis for instructional purposes only and is subject to the Disclaimer of Warranties and Limitation of Liabilities sections below and other terms herein. Any use of such information for commercial purposes is strictly prohibited. Web3Campus and/or its affiliates and licensors reserve all rights not expressly granted herein to the Services, Content, and Marks.

LICENSE TO USE THE SERVICES

Subject to your compliance with this Terms of Use, Web3Campus hereby grants you a freely revocable, worldwide, non-exclusive, non- transferable, non-sublicensable limited right and license (a) to access, internally use and display the Services, including the Content, at your location solely as necessary to participate in the Online Courses as permitted hereunder, and (b) to download the Educational Content (as defined below) so that you may exercise the rights granted to you under the section entitled "Creative Commons license" below. You must abide by all copyright notices or restrictions contained on the Websites, in any Online Course, or in the Content. You may not delete any attributions, legal or proprietary notices on the Websites, in the Online Courses, or on the Content.

In some instances, some of the Content belonging to our licenses and provided in connection with the Online Courses, may require you to agree to that licensor's terms and conditions. Web3Campus has no control and is not responsible for those third-party services as further described in the Linking to Third Party Sites and Content section below.

LICENSE TO EDUCATIONAL CONTENT

As used herein, "Educational Content" means a subset of the Content containing the educational materials made available to you through the Online Courses, including such online lectures, speeches, video lessons, quizzes, presentation materials, homework assignments, programming assignments, code samples, and other educational

materials and tools. Such Educational Content will be considered the "Licensed Material" under the terms of the CC License (as defined below).

Web3Campus hereby grants you a license in and to the Educational Content subject to, as modified herein, the terms and conditions of the Creative Commons Attribution-NonCommercial- NoDerivs 3.0 License located at

http://creativecommons.org/licenses/by-nc-nd/4.0 and successor locations for such license (the "CC License") provided that, in each case, the Educational Content is specifically marked as being subject to the CC License.

Without limiting the generality of the terms of the CC License, the following are types of uses that Web3Campus expressly defines as falling outside of the definition of "non-commercial":

- (a) the sale or rental of (i) any part of the Educational Content, ((ii) any derivative works based at least in part on the Educational (Content, or (iii) any collective work that includes any part of the (Educational Content;
- (b) the sale of access or a link to any part of the Educational (Content without first obtaining informed consent from the buyer (that the buyer is aware that the Educational Content, or such part (thereof, is available at the Website free of charge;
- (c) providing training, support, or editorial services that use or (reference the Educational Content in exchange for a fee;
- (d) the sale of advertisements, sponsorships, or promotions placed (on the Educational Content, or any part thereof, or the sale of (advertisements, sponsorships, or promotions on any website or blog (containing any part of the Educational Material, including without (limitation any "pop-up advertisements";
- (e) the use of Educational Content by a college, university, school, or other educational institution for instruction where tuition is charged; and
- (f) the use of Educational Content by a for-profit corporation or non-profit entity for internal professional development or training.

USER CONTENT

Web3Campus may provide Users with the ability to upload forum posts, chat with other Users, User discussions as well as post content, discussions, materials, media, and other information through profile pages and throughout the Services for social

interaction or for use with the Websites or Online Courses, e.g., questions, hypotheticals, examples, etc. (collectively, "User Content"). Web3Campus is not responsible that User Content and does not guarantee that any such User Content is accurate, truthful, up to date, reliable, or appropriate and disclaims any and all liability to you to the fullest extent of the law related to such User Content. You understand and agree that your reliance and/or reference to such User Content is solely at your own risk. Web3Campus does not claim ownership of any User Content you, or other Users, may submit or make available for inclusion on the Websites or Online Courses. Accordingly, subject to the license granted to Web3Campus below, you will be the sole and exclusive owner of any and all rights, title and interest in and to the User Content that you submit, post, or share via our Services.

From time to time, Web3Campus (or its third-party service providers on behalf of Web3Campus) may request Users to make subtitles or captions for, or translations of, Content such as lecture videos and other Educational Content, and submit such subtitles, captions, or translations to Web3Campus through a Web3Campus website/portal or the website/portal of Web3Campus's service provider. In the event that Web3Campus (or its service providers) makes such a request to you, Web3Campus will grant to you a freely revocable, worldwide, non- exclusive, non-transferable, nonsublicensable limited right and license to make such subtitles, captions or translations provided that you agree to submit such subtitles, captions or translations to Web3Campus (or its applicable service provider), and such subtitles, captions and translations shall be considered User Content and subject to the license, representations, and warranties below (even if you fail to submit the subtitles, captions or translations to Web3Campus); and further provided that, you acknowledge and agree that by creating or submitting any such subtitles, captions or translations, you shall not obtain any rights or license in or to Web3Campus's and its affiliate's intellectual property, including but not limited to the Educational Content, related materials, or any underlying content. For clarity, the foregoing license to make subtitles, captions or translations, if given, shall in no way expand or otherwise affect, expressly or impliedly, the terms of the CC License, and any such license is given under this section and not under the CC License. In the event that you use any tools or other services of Web3Campus's service provider(s) in order to make subtitles, captions or translations, you agree to comply with any terms and conditions imposed by such service provider in conjunction with such use (e.g., those terms found at http://www.universalsubtitles.org/en/terms).

With respect to any User Content you submit to Web3Campus (including for inclusion on the Websites or Online Courses) or that is otherwise made available to Web3Campus, you hereby grant Web3Campus an irrevocable, worldwide, perpetual, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Websites or in the Online Courses or otherwise exploit the User Content, with the right to sublicense such rights (to multiple tiers), for any purpose (including for any commercial purpose); except that, with regard to User Content comprised of a subtitle, caption or translation of Content, you agree that the license granted to Web3Campus above shall be exclusive. Web3Campus reserves the right to remove any User Content at any time and for any reason.

To the extent that you provide any User Content through any of the Services, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content and permit Web3Campus to use such User Content as provided above, (b) your User Content is accurate and reasonably complete, (c) as between you and Web3Campus, you shall be responsible for the payment of any third-party fees related to the provision and use of such User Content, (d) such User Content does not violate and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation or unfair business practices and (e) your User Content shall comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content, including, but not limiting to, laws regarding the transmission of technical data exported from the United States or the country in which you reside.

With respect to any submissions of User Content, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

SOCIAL SHARING AND Web3Campus PROFILES

To the extent you utilize any features of our Service that allow for public and/or social sharing of Forum content, User Content, or Profiles (as defined in our Privacy Policy), you understand that such information may be made available to third parties. While we attempt to limit access to your such content to legitimate Users, and ask that potential employers keep your information confidential, we cannot guarantee that other third

parties will not gain access to this database. Additionally, we cannot guarantee control of the use made of socially shared information by third parties who access information you've shared our Profiles database. Once socially shared information, including, but not limited to, your Profile, has been disclosed, we are not able to retrieve it from the third parties who accessed it or ensure the destruction of it by those third parties.

You should not put sensitive information or other information you would not want made public, in your Profile or otherwise share that information socially. If you do include such information in your Profile or otherwise publicly share your information, then you agree that it is at your own risk and recognize that we cannot control third parties' access to such information. You should not socially share or otherwise provide any of the following information or data in your Profile: (i) racial or ethnic origin, (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union or political party (v) physical or mental health or biometric or genetic details (vi) addictions, sexual activities (vii) criminal offences or proceedings (viii) information relating to unlawful or objectionable conduct, or (ix) any Social Security Number or national identification number.

You also should be aware that your Profile or other information you share socially may be visible and/or monitored by your current employer if they have access to the Website(s). In addition, if your employer has sponsored or paid for your Online Course, your access to our career services offering may be disabled.

PAYMENT TERMS

By enrolling in an Online Course or purchasing any of our Services and providing Web3Campus with your payment information, you hereby agree to these payment terms. To purchase any services or products offered by Web3Campus through the Services, you must have Internet access and a current valid accepted payment method as indicated during sign-up process ("Payment Method"). You agree to Web3Campus, or its third-party payment provider, storing and accessing your payment information. You also agree to pay the applicable fees for the services or products you purchase through the Web3Campus Services as they become due, whether on a one-time, installment, or subscription basis. Fees may vary based on your location, the type of Payment Method used, where your Payment Method was issued, or other contractual arrangements. Your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates. Web3Campus does not support all payment methods, currencies or locations for payment and may vary such offerings from time to

time. Additionally, you understand and agree that not all promotions and pricing are available to all Students, and that specific additional terms and conditions (such as the Special Nanodegree Terms) may apply to certain promotional programs, pricing, or geographic locations. You agree to use your own valid Payment Method and not impersonate or otherwise use a Payment Method to avoid regulatory restrictions.

Automatic Subscription Based Payments. BY SELECTING AN AUTOMATIC SUBSCRIPTION BASED ENROLLMENT, YOU EXPRESSLY AUTHORIZE Web3Campus TO AUTOMATICALLY CHARGE THE APPLICABLE RECURRING MONTHLY FEE AND ANY AND ALL APPLICABLE TAXES TO YOUR PAYMENT METHOD UNLESS AND UNTIL YOU CANCEL, ARE REMOVED, OR GRADUATE. For any Services or products that are provided on an automatic subscription basis, unless otherwise specified during enrollment, your first monthly payment will be charged to your Payment Method upon your purchase date. Upon completion of your purchase, your access to the Online Course begins, and so does the two (2) day refund period. For some Online Courses, you may be provided access for a limited Online Course preview period ("Course Preview") and your first payment will be scheduled for the date of the end of the Course Preview. At the time of the first scheduled payment your Payment Method will be charged and your automatic-renewal subscription will start; as does the two (2) day refund period at that time. You may not receive a notice from us that your two (2) day refund period has ended or that the subscription-based payments have begun. Your subscription will continue on a month-to-month basis with recurring payments unless and until you cancel, are removed, or graduate. You agree to pay the then-current applicable monthly payment.

After the first month automated subscription payment, for each subsequent month, the monthly fee will automatically be billed on the monthly anniversary date of your initial credit card charge date ("Billing Date"). For example, if you begin a paid subscription on January 5th, you will be charged on subsequent monthly anniversary of your purchase date; therefore you would be billed January 5th for the first month and your Billing Date will be the 5th of each subsequent month until you cancel or are removed from the Online Course or graduate. For certain months, your Billing Date may vary slightly if your Billing Date does not have a corresponding date the following month – for example if the first charge was made on January 31st you will be billed on February 28th, and then on March 31st the following month. Failure to pay may result in the termination of your subscription.

Pre-Orders for Online Courses. If you elect to pre-order and secure a subscription in an Online Course, you will be required to provide your accurate Payment Method, however your Payment Method will not be charged at the time of the pre-order. Your Payment Method will only be charged when the Online Course officially starts and you receive access to the Online Course content and associated services. Thereafter your Payment Method will be charged in accordance with the terms that you selected at the time of your pre-order.

Bundled Subscription Payments. If you elect to purchase access to an Online Course in the form of a bundled offering, you purchase a fixed, multi-month subscription access to the Online Course at a discounted rate, and following the fixed, multi-month term, you will revert to a monthly automatic subscription payment method. Accordingly, there will be a one-time fee paid upfront for the fixed, multi-month term access to the Online Course, and following the end of the fixed, multi-month term, you will revert to a monthly automatic renewal subscription payment method. Accordingly, each month following the fixed, multi-month term, a monthly, non-discounted fee will automatically be billed at the rate indicated on your initial payment check-out page, the monthly anniversary date of your initial credit card charge date ("Billing Date"). For more details see the 'Automated Subscription Based Payment' Section.

For Online Courses purchased with a Bundled offering payment, upon completion of your purchase your access to your Online Course will begin, so does your two (2) day refund period. For some Online Courses, following your enrolment, you may be provided access to a Course Preview and your first payment will be scheduled for the date of the end of the Course Preview. Following the Course Preview, at the time of the first scheduled payment your Payment Method, will be charged and your automatic-renewal subscription will start; as does the two (2) day refund period at that time.

Manual Subscription Payments. If you elect to pay by manual monthly subscription payment for an Online Course, you will be required to make a payment each month in order to manually renew your subscription and to maintain your access to the Online Course. Your two (2) day refund period will start upon your payment and access to the Online Course. In the event that you fail to manually renew your monthly subscription payment, your access to the Online Course will end at the end of the monthly period for which you have paid. If you terminate your manual subscription and re-enroll for the same Online Course, you will gain access to the Online Course and be provided a two (2) day refund period, provided however, Students are only entitled to one refund per Online Course.

Term-Based Payments. For Online Courses that are provided on a fixed-term basis there will be a one-time fee set forth on the applicable Online Course information and enrollment page. Payments will be in a one-time, flat-fee which is paid upfront. Your 7-day refund period will comment upon your date of purchase for the Online Course.

CANCELLATION & REFUND POLICY

Cancelling your automatic monthly subscription. Your automatic monthly renewal subscription will continue unless and until you graduate, cancel your subscription, or we terminate it. You may cancel your automatic subscription at any time by going to 'Subscription & Billing' setting found in your account 'Settings', then click 'Cancel' on your active enrollment and confirming your cancellation request with an Enrollment Advisor via phone (U.S. only) or online chat. You must cancel your automatic monthly subscription the day before your next billing date occurs in order to avoid being billed for the next period's monthly fee. If you choose to cancel your automatic monthly subscription from an Online Course, you will continue to have full access to the Online Course until the end of the current period. There is no refund for the remaining period of the month in which you cancelled. Following your subscription cancellation you will continue to have limited access to the Online Course materials.

If you cancel your subscription during a free trial, you may lose access to the Classroom immediately upon cancellation, and may not be eligible for Static Access.

When you graduate from an Online Course before your next Billing Date, you will not be billed for the next period's monthly fee. After graduation, you will continue to have limited access to the Online Course materials. For more information please see <u>Support FAQ - Post Program Static Access</u>.

For Cancellation terms for Pre-Order, Bundled Subscriptions, Manual Subscriptions, Term-Based payment models and Free Trials, please see the applicable section below.

Cancellation terms for Pre-Orders for Subscriptions: You may cancel your pre-order subscription at any time during the pre-order period, that is, any time prior to the date on which your Payment Method is charged. Thereafter, you will have the cancellation and refund terms associated with the type of subscription model you have ordered (automatic monthly renewal, bundled offering, manual renewal or term-based), please see the appropriate section herein.

Cancellation Terms for Bundled offering. For a Bundled offering payment model, you will be provided the two (2) day cancellation and refund period within which to cancel

your purchase (for EU residents see the section below). Following the two (2) day refund period, there will be no further refunds, including no partial refunds, for termination during the fixed, multi-month term, or during any monthly automatic subscription periods following the initial fixed, multi-month term. For information on how to cancel your monthly automatic subscription period, please see the 'Cancelling your automatic subscription' Section above.

Cancellation terms for Manual Monthly Subscriptions. You will be provided the two (2) day cancellation and refund period within which to cancel your manual monthly purchase (for EU residents see the section below). Following the two (2) day refund period, there will be no further refunds. In order to cancel and request a refund go to the 'Subscription & Billing' setting found in your account 'Settings', click 'Cancel' on your active enrollment and confirm your cancellation request with an Enrollment Advisor via phone (U.S. only) or online chat. Please note that Students are only entitled to one refund per Online Course.

Cancellation terms for Term-based payments. Except as otherwise required by law or subject to contractual obligations, Users enrolling in term-based offerings have two (2) days from the first date the Online Course begins (for EU residents see the section below). In order to cancel and request a full refund go to the 'Subscription & Billing' setting found in your account 'Settings', click 'Cancel' on your active enrollment and confirm your cancellation request with an Enrollment Advisor via phone (U.S. only) or online chat. Fees paid for such programs are thereafter non-refundable for that Term.

Following your request to cancel via your settings, you may receive an email from Web3Campus in order to obtain information and feedback relating to your request, so that Web3Campus can better understand its customers' needs and preferences, and/or you may also be asked to participate in a call with an Web3Campus representative for similar purposes. Notwithstanding such communications, the date of your original cancellation request will serve as the date for calculating your refund eligibility; additionally, you will not be required to engage in such communications in order to complete your cancellation.

Cancellation & Refund Policy for Citizens of European Union: Citizens of the European Union are entitled to a full refund during the first Fourteen (14) days following when their subscription begins, unless they have graduated from the Nanodegree program, single paid course, or Executive Program within this timeframe. The 14-day period refund is only available during the first month, regardless of payment method:

subscription, bundle, manual, term-based payment method. All other refund and cancellation terms also apply.

Refunds: Other than stated above for each form of enrollment or payment method, you hereby acknowledge and agree that Web3Campus will not offer refunds on any fees and charges related to your purchase of any products or Services. This includes any partially used or unused periods for which you have already paid, regardless of whether it is a subscription, bundled, manual subscription or one-time term payment method. We do not guarantee refunds for lack of usage or dissatisfaction. For subscription-based enrollments, upon the termination of your subscription—whether by disenrollment or graduation—you will not be charged for future monthly fees. However, you will not be issued a refund for the most recently (or any previously) charged fees. In addition, if you cancel your subscription, and subsequently re-enroll for an Online Course, you will not be entitled to an additional two (2) day refund period, only one refund is permitted per Student per Online Course. If you purchase any Online Course or Service through a mobile purchase or third-party marketplace (e.g., in-app purchases through the Apple App Store, Android App Store or purchases made through certain alternative payment services), the refund policy applicable to that third-party marketplace will apply, unless otherwise explicitly stated by Web3Campus. Except as otherwise explicitly stated by Web3Campus, the third-party marketplace will be solely responsible for making refunds under its refund policy, and Web3Campus will have no refund obligations. Web3Campus disclaims any responsibility or liability related to any third-party marketplace's refund policy or the third party's compliance or noncompliance with such policy. Special refund terms may apply if you enroll under a free trial offer, for example, if you sign up for a bundle offer that includes a discount of one month, you may be eligible for a refund for two days after purchase. If however, you purchase a monthly subscription with a free trial, you will not be eligible for a refund.

Price Changes. We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your subscription. If we notify you in advance of at least fifteen (15) days, your continued use of Web3Campus and the Online Course after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your subscription by cancelling at any time. If you accept the new subscription, its terms and conditions with these Terms will apply for all future months.

Taxes. When you purchase any Online Course or other Service or product from Web3Campus, you agree to pay not only the applicable fee, but also all applicable

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- an electronic or physical signature of the person authorized to act on behalf of the owner of the product, copyright or other intellectual property interest.

ARBITRATION PROVISION

Legal Disputes and Arbitration Agreement Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

Initial Dispute Resolution. We are available by email at support@web3campus.com to address any concerns you may have regarding these Terms or your use of the Services. Most concerns may be quickly resolved in this manner. Each of you and we agree to use best efforts to settle any dispute, claim, question, or disagreement directly through

consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

Agreement to Binding Arbitration. If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the Section above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms of Use (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in San Francisco County, California, U.S.A., at your option. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of the Terms of Use shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at https://www.jamsadr.com/adr-rules-procedures or by calling 1-800-352-5267. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration, other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by us if you do not prevail in arbitration. We will also pay JAMS to

reimburse you for any portion of the \$250 filing fee that is more than what you would otherwise have to pay to file suit in a court of law.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that the right to discovery may be more limited in arbitration than in court.

Class Action and Class Arbitration Waiver. You and Web3Campus each further agree that any arbitration shall be conducted in our respective individual capacities only and not as a class action or other representative action, and you and Web3Campus each expressly waive our respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in this Section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

Exception – California Private Attorneys General Act (PAGA)

Action. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a court of law for a claim arising under California's Private Attorneys General Act.

Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section do not apply, or if you have opted out of arbitration, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in San Francisco County, California (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in San Francisco County, California for any litigation other than small claims court actions. In the event of litigation relating to these Terms, the parties agree to waive, to the maximum extent permitted by law, any right to a jury trial, except where a jury trial waiver is not permissible under applicable law.

TRADE REGULATIONS

Accessing the Services from territories where the Services, or any content or functionality of the Services, or portions thereof, including, but not limited to,

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