

Terms and Conditions

1. Your Relationship with Onward College Preparedness and Planning

1.1. Your use of the services provided by College Preparedness and Planning including, without limitation, visiting and uploading Content (as defined below) to the College Preparedness and Planning.com (the “**Site**”) and receiving an App for use in mobile devices based on such uploaded Content (the “**Content**”) after it has been processed by College Preparedness and Planning and distributed to certain mobile App sharing platforms (“**Services**”) or any products, software, App, data feeds and services provided to you on, from or through the Site is subject to the terms of a legal agreement between you and College Preparedness and Planning.

1.2. By using or accessing the Services, you agree to be bound by the following Terms of Service (the “**Terms**”). It is important that you take the time to read them carefully. Your legal agreement with College Preparedness and Planning is made up of (A) the terms and conditions set out in this document, (B) College Preparedness and Planning’s Privacy Policy, and (C) any other specific agreement entered into between you and College Preparedness and Planning pertaining to any matter, whether mentioned below or not, and specifically referring to the Content.

1.3. The Terms Contently to all users of the Services, including users who are also contributors of Content (as defined below), information, and other materials or services to College Preparedness and Planning or to the Site.

2. Basic Terms

College Preparedness and Planning hereby grants you permission to access and use the Site and the Services, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:

2.1. In order to use the Services, you must submit certain identifying information, which must be accurate and updated. It being clarified that the information will be kept and maintained by College Preparedness and Planning according to the provisions of these Terms and the Privacy Policy. Such information shall also include any Content or other information contained in User Submissions (as defined below) uploaded by you through the Site.

2.2. You must be 18 years or older to use the Site and the Services.

2.3. You are responsible for any activity that occurs under your user name.

2.4. You are responsible for keeping your password secure.

2.5. You may not use the Site or the Services for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.

2.6. You are solely responsible for your conduct and any data, text, information, screen names,

graphics, photos, profiles, audio and video clips, links and anything else contained within your website (“**Content**”) that you submit and process using the Services.

2.7. You must not modify, adapt or hack the Services or the Site or modify another website, App or service so as to falsely imply that it is associated with the Site or the Services.

2.8. You must not transmit any worms or viruses or any code of a destructive nature.

2.9. You must not, in the use of the Site or the Services, including by the uploading or downloading of Content violate any laws in your jurisdiction (including but not limited to copyright laws).

2.10. You must not infringe any patent, trademark, trade secret, copyright, right of publicity, ownership, or any other right of any other person or entity.

2.11. You must not collect or harvest any personally identifiable information, including, without limitation, account names, e-mail addresses and other end-user information from the Site.

2.12. You must not post or upload any Content that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortuous, obscene, offensive or profane.

2.13. You must not circumvent, disable or otherwise interfere with any security related features of the Services or of the Site.

2.14. You must not make any alterations to the Content, including but not limited, the removal or attempted removal of any media which has been added and incorporated into the Content by College Preparedness and Planning through which College Preparedness and Planning or certain third parties transmit information and display advertisements. Action such as that detailed in this section 2.14 shall constitute a material breach of the Terms.

Violation of any of these agreements may result in the termination of your account and the possible forfeiture of any products/applications developed for you by College Preparedness and Planning.

College Preparedness and Planning reserves the right to deny and block your access to the Services and to any products developed by College Preparedness and Planning based on the User Submissions.

You agree that you are solely responsible (and that College Preparedness and Planning has no responsibility towards you or towards any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which College Preparedness and Planning may suffer) of any such breach.

3. General Conditions

3.1. College Preparedness and Planning is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the

services, which College Preparedness and Planning provides, may change from time to time without prior notice to you.

3.2. As part of this continuing innovation, you acknowledge and agree that College Preparedness and Planning may stop (permanently or temporarily) providing any services (or any features within any services) to you or to users generally, at College Preparedness and Planning's sole discretion, without prior notice to you.

3.3. You may stop using the Site or the Services at any time. You do not need to specifically inform College Preparedness and Planning when you stop using the Site or the Services, your Content may be stored on the Site. If you would like your data to be erased please contact us at support@College Preparedness and Planning.com. In the event that You terminate your services with College Preparedness and Planning following the required procedure to do so, any properties created by College Preparedness and Planning for you will be terminated and permanently removed by College Preparedness and Planning.

3.4. College Preparedness and Planning reserves the right, in accordance with any applicable laws, to refuse providing service to anyone for any reason at any time.

3.5. College Preparedness and Planning may, but has no obligation to, remove Content and block accounts or users containing or using, as Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

3.6. College Preparedness and Planning reserves the right to reclaim usernames or other user related information, as applicable on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

3.7. You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "off-line readers" that accesses, logs in or calls the Site or the Services.

4. Intellectual Property Rights

4.1. The content on the Site and which is used to provide the Service, except all User Submissions (as defined below), including without limitation, the content and the trademarks, service marks and logos contained therein, are owned by or licensed to College Preparedness and Planning, subject to copyright and other intellectual property rights under United States, Canada and/or Israel and/or United Kingdom and foreign laws and international conventions.

4.2. Content on the Site and which is provided on or through the Services is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners, unless such use is permitted

specifically herein or by any agreement or license granted to you by College Preparedness and Planning.

4.3. College Preparedness and Planning reserves all rights not expressly granted in the Site. You agree to not engage in the use, copying, or distribution of any of the content therein other than expressly permitted herein.

4.4. You agree not to circumvent, disable or otherwise interfere with security related features of the Site, the Services or features that prevent or restrict use of copying of any content or enforce limitations on use of the Site or the Services.

4.5. We claim no intellectual property rights over the material you upload or provide through the Services. Your uploaded Content remains your own. The rights regarding the Content are as stipulated in this agreement between College Preparedness and Planning and you.

4.6 In the event that You terminate your services with College Preparedness and Planning following the required procedure to do so, any social media account created by College Preparedness and Planning for the client such as a Facebook page or Twitter account, will be terminated and permanently removed by College Preparedness and Planning.

4.7. College Preparedness and Planning undertakes to obey all relevant copyright laws. We will review all claims of copyright infringement received and, to the extent we are able to do so, remove content deemed to have been submitted in violation of any such laws. Claims can be sent to Collegepreparednessandplanning@onwardeducation.com.

5. User Submissions

5.1. You shall be solely responsible for any Content you submit to College Preparedness and Planning and the consequences of submitting and publishing it using the Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, or other permissions to publish Content you submit; and you license to College Preparedness and Planning, to the extent necessary, all proprietary rights in and to such Content for providing the Services pursuant to these Terms of Service and such other applicable terms of use.

5.2. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant College Preparedness and Planning any required license rights herein.

5.3. Please note that anyone may submit a notification that the Content is infringing upon the rights of a third party by notifying College Preparedness and Planning in writing, at any time after submitting the Content. Upon the receipt of such notification, College Preparedness and Planning shall immediately cease the use of all infringing Content and/or of the Content, and all copies,

including electronic copies, of same, that you submitted to us will be destroyed immediately and College Preparedness and Planning will desist from using such Content, no questions asked.

5.4. College Preparedness and Planning reserves the right (though it shall not be obligated to) review, flag, screen, filter, modify, refuse or remove any and all Content from the User Submissions, prior to the creation of the Content.

5.5. You retain all of your ownership rights in your Content. However, by submitting Content to College Preparedness and Planning, you hereby grant College Preparedness and Planning a limited, non-exclusive, royalty-free, license to use, reproduce, prepare derivative works of, display, and perform the Content in connection with Services.

6. The Site and the Content

6.1. Your use of the Site shall be in accordance with any and all procedures, forms, formats, displays and operating times which may be determined, specified or modified by College Preparedness and Planning in its discretion. You are responsible for all software, hardware, interconnections, fees, expenses, costs and taxes for you to access or use the Site.

6.2. The Site, certain Services, and/or the Content may include hyperlinks to other web sites, and the possibility to launch or otherwise initiate certain App, that may not be owned or controlled by College Preparedness and Planning. College Preparedness and Planning has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or video or other sessions.

6.3. The Content and Services may or may not be supported by advertising revenue and therefore the Content may or may not display advertisements and promotions. These advertisements may or may not be targeted to the content of information received from you and from anyone who uses the Content or other information.

6.4. The manner, mode and extent of advertising by College Preparedness and Planning or certain third parties approved by College Preparedness and Planning on the Content are subject to change without specific notice to you.

6.5. In consideration for College Preparedness and Planning granting you the creation of, access to, and use of, the Content and the Services, you agree that College Preparedness and Planning and certain third parties approved by College Preparedness and Planning may or may not place such advertising in the Content and the Site.

6.6. You acknowledge and agree that College Preparedness and Planning is not responsible for the availability of any such external sites, sessions or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources, as may appear in the Content or the Site.

6.7. You acknowledge and agree that College Preparedness and Planning is not liable for any loss or damage which may be incurred by you or any third party as a result of the availability of those external sites, sessions, App or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites, sessions or resources, as may appear in the Content or on the Site.

7. Mobile App Sharing Platforms

7.1. Service enables the creation of the Content which conforms to the *technical requirements* of certain identified mobile App sharing platforms (“**Sharing Platforms**”), in accordance with such technical requirements in effect at the time of creation of the Content.

7.2. College Preparedness and Planning is under no obligation to update or revise any Content created by the use of the Service to conform to any revisions, updates future technical requirement of any Sharing Platform.

7.3. Under no circumstances will College Preparedness and Planning assume any responsibility vis-à-vis any Sharing Platform for the content displayed using the Content. You shall be solely responsible for the conformity of any Content you submit to College Preparedness and Planning and the consequences of submitting and publishing it using the Content, or any updates to such Content, with any policies, requirements, restrictions or other regulations of any Sharing Platform through which the Content is distributed.

8. No Warranty and Limitation of Liability

COLLEGE PREPAREDNESS AND PLANNING PROVIDES THE SITE AND THE SERVICES “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. COLLEGE PREPAREDNESS AND PLANNING SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, INFORMATION ACCURACY, OR QUIET ENJOYMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT CONTENTLY TO YOU. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE, THE SERVICES AND THE CONTENT AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT ARISE FROM SUCH USE. UNDER NO CIRCUMSTANCES SHALL COLLEGE PREPAREDNESS AND PLANNING BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY OTHER DAMAGES WHATSOEVER (HOWEVER ARISING, INCLUDING BY NEGLIGENCE), INCLUDING WITHOUT LIMITATION, DAMAGES RELATED TO USE, MISUSE, RELIANCE ON, INABILITY TO USE AND INTERRUPTION, SUSPENSION, OR TERMINATION OF

THE SITE, THE SERVICES OR THE CONTENT, DAMAGES INCURRED THROUGH ANY LINKS PROVIDED ON THE SITE OR THE CONTENT AND THE NONPERFORMANCE THEREOF AND DAMAGES RESULTING FROM LOSS OF USE, SALES, DATA, GOODWILL OR PROFITS, WHETHER OR NOT COLLEGE PREPAREDNESS AND PLANNING HAS BEEN ADVISED OF SUCH POSSIBILITY. YOUR ONLY RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH THIS SITE, CONTENT OR SERVICES SHALL BE TO TERMINATE USE OF THIS SITE, CONTENT AND THE SERVICES. SOME STATES DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT CONTENTLY TO YOU.

9. Privacy

The use of the Services and use and sale of the Content herein are also governed by our Privacy Policy. We encourage you to read the [Privacy Policy](#), and to use the information it contains to help make informed decisions.

10. Indemnification

You agree to indemnify and hold harmless College Preparedness and Planning and its affiliates, officers, directors, employees and contractors from any demands, claims, damages, liabilities, expenses or harms, including attorney's fees, arising in connection with your use of the Site, the Services, the Content, online conduct, breach of these Terms, or dealings or transactions with other persons resulting in any way from use of this Site.

11. General legal terms

11.1. The Terms constitute the whole legal agreement between you and College Preparedness and Planning and govern your use of the Site and the Services and completely replace any prior agreements between you and College Preparedness and Planning in relation to the Site or the Services. To the extent applicable, the Terms also govern the use of the Content, if they have not been amended in a specific agreement.

11.2. College Preparedness and Planning and you are independent entities, and nothing in the Terms, or via use of the Site or Services, will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between College Preparedness and Planning and you. Notwithstanding the aforesaid, certain limitations shall exist regarding the use of the Content.

11.3. You agree that if College Preparedness and Planning does not exercise or enforce any legal right or remedy which is contained in the Terms (or which College Preparedness and Planning has

the benefit of under any applicable law), this will not be taken to be a formal waiver of College Preparedness and Planning 's rights and that those rights or remedies will still be available to College Preparedness and Planning.

11.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

11.5. No other person or company shall be a third party beneficiary of the Terms.

11.6. The Terms, and your relationship with College Preparedness and Planning under the Terms, shall be governed exclusively by Canadian law. Any claim or dispute between you and College Preparedness and Planning that arises in whole or in part from the Services or from the Terms shall be decided exclusively by the authorized courts of the Province of British Columbia, Canada. Notwithstanding this, you agree that College Preparedness and Planning shall still be allowed to seek contently for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.

12. Contacting us

If you have any questions regarding these Terms of Use or the Site, please contact us by e-mailing us at collegepreparednessandplanning@onwardeducation.com.