

USER AGREEMENT

Welcome to MyScholarShop, a Step Up for Students Interface (the “Interface”). Step Up for Students, Inc., a Florida not-for-profit corporation and/or its affiliates (collectively, “SUFS”) provide website features and other products and services to eligible individuals who visit or shop on the Interface (individually, “Buyer”, collectively, “Buyers”), or who use the products or services (collectively, “SUFS Services”). SUFS provides the SUFS Services subject to the following User Agreement (the “Agreement”).

1. Overview.

The Interface and SUFS Services act as a venue to match Buyers and sellers (collectively, the “Sellers”). SUFS is not a party to the actual transaction between Buyer and Seller, does not assume ownership of the transacted items at any time, and does not transfer legal ownership of items from the Sellers to the Buyers. As a result, SUFS has no control over the items advertised, or the ability of Sellers to sell items or the ability of Buyers to pay for items. By using SUFS Services, you agree to these conditions. Please read them carefully.

2. Enrollment.

Each Buyer will be automatically enrolled and eligible to use the Interface upon logging into his/her Step Up for Students account (“Account”).

3. Relationship of Parties.

This Agreement does not create any agency, partnership, joint venture, employment, or franchisee relationship between the Buyer and SUFS.

3. Privacy.

SUFS will securely store any information Buyer provides to SUFS or gathered through interaction on the Interface (i.e., cookies).

5. Electronic Information.

When Buyer uses SUFS Services, or sends e-mails, text messages, and other communications from a desktop or mobile device to SUFS, Buyer may be communicating with SUFS electronically. Buyer consents to receive communications from SUFS electronically, such as e-mails, texts, mobile push notices, or notices and messages on this Interface or through the other SUFS Services, and Buyer can retain copies of these communications for Buyer’s records. Buyer agrees that all agreements, notices, disclosures, and other communications that SUFS provides to Buyer electronically satisfy any legal requirement that such communications be in writing.

6. Copyright.

All content included in or made available through any SUFS Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of SUFS or its content suppliers and protected by United States and international copyright laws. The compilation of

all content included in or made available through any SUFS Service is the exclusive property of SUFS and protected by U.S. and international copyright laws.

7. Trademarks.

Graphics, logos, page headers, button icons, scripts, and service names included in or made available through any SUFS Service are trademarks or trade dress of SUFS or the Interface's business providers. SUFS's trademarks and trade dress may not be used in connection with any product or service that is not SUFS's, in any manner that is likely to cause confusion among Buyers, or in any manner that disparages or discredits SUFS. All other trademarks not owned by SUFS that appear in any SUFS Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by SUFS.

8. License and Access.

Subject to Buyer's compliance with this Agreement, SUFS or its business providers grant Buyer a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the SUFS Services. This license does not include any resale or commercial use of any SUFS Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any SUFS Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in this Agreement are reserved and retained by SUFS or its licensors, suppliers, publishers, rightsholders, or other content providers. No SUFS Service, nor any part of any SUFS Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of SUFS. Buyer may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of SUFS without express written consent. Buyer may not use any meta tags or any other "hidden text" utilizing SUFS's name or trademarks without the express written consent of SUFS. Buyer may not misuse the SUFS Services. Buyer may use the SUFS Services only as permitted by law. The licenses granted by SUFS terminate if Buyer does not comply with this Agreement.

9. Buyer's Obligations.

Buyer agrees that he/she will not violate any laws in connection with Buyer's use of the SUFS Services. Buyer is responsible for paying all fees that it owes to SUFS, as well as paying any applicable taxes for any purchases Buyer makes through the Interface.

Buyer will be bound by any purchase that he/she makes on the Interface. Each purchase is a final commitment, and a Buyer will not return or exchange any purchase through the Interface.

Buyer will not "crawl", "scrape", or "spider" any page of the SUFS Services or to reverse engineer or attempt to obtain the source code of the Interface. Buyer will not distribute a virus or other harmful compute code to interfere or disrupt the functionality of the Interface.

10. Reviews, Comments, Communications, and Other Content.

Buyer may post reviews, comments, photos, videos, and other content, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening,

defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. SUFS reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If Buyer does post content or submit material, and unless SUFS indicates otherwise, Buyer grants SUFS a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. Buyer grants SUFS and sublicensees the right to use the name that Buyer submits in connection with such content, if they choose. Buyer represents and warrants that he/she owns or otherwise controls all of the rights to the content that Buyer posts; that the content is accurate; that use of the content Buyer supplies does not violate this policy and will not cause injury to any person or entity; and that Buyer will indemnify SUFS for all claims resulting from content Buyer supplies. SUFS has the right but not the obligation to monitor and edit or remove any activity or content. SUFS takes no responsibility and assumes no liability for any content posted by Buyer or any third party.

11. Risk of Loss.

All purchases of physical items made through the Interface are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to Buyer upon delivery to the Buyer's designated address.

12. Returns, Refunds, and Title.

Except for purchase orders and invoice payments, SUFS is not involved in the exchange, return, or any transactional element of the Interface. Buyer will coordinate all returns and refunds with the Seller directly.

13. Product Descriptions.

SUFS does not warrant that product descriptions or other content on the Interface are accurate, complete, reliable, current, or error-free, as SUFS is not involved in updating, coordinating, or describing any of the products provided by independent Sellers. If a product offered on the Interface is not described, contact the Seller for further information.

14. Other Business.

Parties other than SUFS operate stores, provide services or software, or sell product lines through the Interface. In addition, SUFS provides links to the sites of affiliated companies and certain other businesses. SUFS is not responsible for examining or evaluating, and SUFS does not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). SUFS does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. Buyer should carefully review the other business' privacy statements and other conditions of use.

15. Disclaimer of Warranties and Limitation of Liability.

THE SUFS SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH THE SUFS SERVICES ARE PROVIDED BY SUFS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. SUFS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SUFS SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO BUYER THROUGH THE SUFS SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. BUYER EXPRESSLY AGREES THAT HIS/HER USE OF THE SUFS SERVICES IS AT BUYER'S SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, SUFS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUFS DOES NOT WARRANT THAT THE SUFS SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SUFS SERVICES, SUFS'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM SUFS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, SUFS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SUFS SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SUFS SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. SUFS WILL NOT BE LIABLE FOR ANY PRODUCTS THAT BECOME LOST, STOLEN, OR DAMAGED DURING OR UPON DELIVERY FROM THE SELLER TO THE BUYER.

16. Indemnification.

Buyer releases SUFS and agrees to indemnify, defend, and hold harmless SUFS, its Affiliates, and all the respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to: (a) Buyer's actual or alleged breach of any obligations in this Agreement; (b) any infringement on Buyer's account or password; (c) Buyer's misuse of the Interface; or (d) Buyer's Taxes. If at any time SUFS reasonably determines that any indemnified Claim might adversely affect SUFS, SUFS may take control of the defense. Buyer may not consent to the entry of any judgment or enter into any settlement of a Claim without SUFS's prior written consent, which may not be unreasonably withheld.

17. Site Policies, Modification, and Severability.

Please review SUFS's other policies. These policies also govern Buyer's use of SUFS Services. SUFS reserves the right to make changes to the site and Agreement at any time. Changes will be effective upon posting of the changes. Buyer is responsible for reviewing and becoming familiar with any changes. Buyer's use of the Interface following the changes constitutes his/her acceptance of the updated Agreement.

18. Termination.

- a. Termination by SUFS – SUFS may terminate or suspend this Agreement for any reason at any time by written notice to Buyer. Termination or suspension of a Buyer’s Account will result in automatic termination of Buyer’s rights to use the Interface or SUFS Services.
- b. Termination by Buyer – Buyer may terminate this Agreement for any reason at anytime by written notice to SUFS.
- c. Discontinued Services – SUFS reserves the right to change, suspend, or discontinue use of the software at any time, for any reason. SUFS will not be liable to Buyer for the effect that any changes to the software may have on Buyer.

19. Alternative Dispute Resolution.

This Agreement contains provisions that govern how any controversy or claim the undersigned party/(ies) has with SUFS are resolved. Any controversy or claim arising out of or relating to this Agreement, use of the Interface, or a breach of the Agreement, shall be resolved through binding and final arbitration administered by the American Arbitration Association in accordance with the “Consumer Arbitration Rules”, unless otherwise agreed in writing by the party/(ies) and SUFS. Each of them may bring a claim against the other only on an individual basis and not as a plaintiff or class member in any purported class, or representative or private attorney general action or proceeding. There is no judge or jury in arbitration, and a court review of an arbitration award is limited; however, an arbitrator may award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement in the same manner as a court.

20. Miscellaneous.

- a. Choice of Law – This Agreement is governed by the laws of the State of Florida.
- b. Assignment – Buyer may not assign this Agreement, by operation of law or otherwise, without SUFS’s prior written consent. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns.
- c. No Waiver – SUFS’s failure to enforce Buyer’s strict performance of any provision of this Agreement will not constitute a waiver of SUFS’s right to enforce such provision or any other provision of this Agreement subsequently.
- d. Notices – SUFS will send all notices and other communications to the e-mail address Buyer provided in the registration process. Buyer must send all notices and other communication relating to the Interface to SUFS at _____.

e. Severability – If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

f. Entire Agreement – This Agreement represents the entire agreement between the parties with respect to the Interface and supersedes any previous or contemporaneous oral or written agreements and understandings.

g. Headings – Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section.

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