

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into electronically on the date you accept these terms (the "Effective Date"). This Agreement is between you, the user ("User," "your," "you"), based on the information provided by you during the registration or agreement process, and Brain Builder LLC, a California limited liability company (collectively, "Brain Builder," "we," "our") with offices located at 6330 Sunrise Blvd #1006 Citrus Heights, CA 95610. User and Brain Builder are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

This Agreement outlines the terms and conditions governing the use of the Brain Builder's website, applications, and online services (collectively referred to as the "Services"). It is essential that the User carefully read and understand this Agreement before accessing or utilizing any part of the Services. The scope of these Terms extends to all aspects of the platform, including browsing the website, creating an account, submitting content, and otherwise engaging with the functions offered.

WHEREAS, User has requested that Brain Builder furnish certain educational services to the User, and Brain Builder has agreed to provide the services on **BrainBuilder101.com** ("Platform") set forth in this Agreement;

WHEREAS, the User wishes to enroll in the courses and use the educational content provided by Brain Builder through the Platform;

NOW THEREFORE, in consideration of the undertakings of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. ELIGIBILITY.
 - a. Using Brain Builder.

ANY USE OR ACCESS BY ANYONE UNDER THE AGE OF MAJORITY IS STRICTLY PROHIBITED WITHOUT EXPRESS WRITTEN PARENTAL CONSENT. PARENTAL CONSENT IS REQUIRED FOR ALL PARTIES UNDER THE AGE OF MAJORITY.

Additionally, to use our Services, you must:

- Comply with these Terms, all applicable laws, and our policies (including the Acceptable Use Policy, course-specific eligibility requirements, and any other policies that may be applicable from time to time ("Policies")); and

- Are over the age of majority, have express written consent by a parent or guardian if under the age of majority, or are at an age of majority to provide consent to data processing under the laws of your country. Certain regions and Content Offerings may have additional requirements and/or different age restrictions.
- Any violation of our Terms, applicable laws, or Policies may result in suspension, disabling, or termination of all or part of our Services.

When you create your Brain Builder account and use certain features, you must provide us with accurate and complete information. You agree to update your information to keep it accurate and complete.

b. **Our License to You.** We grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use our Services, subject to these Terms and our Policies. This license is for your personal, non-commercial use only, unless we provide written permission otherwise. You agree to use only one user account (unless expressly allowed more through written instrument) and will not share your account access or information with anyone else. Using our Services does not grant you any ownership or intellectual property rights in our Services or the content you access. Any commercial use of our Services is prohibited.

2. **SERVICES.** Brain Builder will provide the Services as detailed in Exhibit A and as mutually agreed upon in writing by the Parties. All Services described therein will be performed in a manner consistent with the standard or practice of like professionals performing similar services.

3. **FEES.** Brain Builder offers monthly paid Services. The monthly cost is eight dollars and ninety-nine cents (\$8.99).

Unless otherwise stated, the monthly service is quoted in USD. You are responsible for paying all fees charged by or for Brain Builder and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and Brain Builder reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in the attached Refund Policy.

4. CONTENT.

a. Content Statements

(i) Brain Builder provides its services through qualified personnel, who perform their duties in a professional and workmanlike manner. This is done in strict accordance with the terms of this Agreement and with applicable commercial standards generally observed in Brain Builder's industry.

(ii) Brain Builder provides that (i) the performance of the Services by Brain Builder will not violate any proprietary rights of third parties including, without limitation, patents, copyrights or trade secrets, (ii) Brain Builder providing the Services to User will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligation or confidential relationship which Brain Builder may have to or with any third party, and (iii) any information Brain Builder may supply User or utilize with respect to performing the Services will have been obtained lawfully.

(iii) Brain Builder provides that it possesses the experience, capability, and appropriately skilled resources to deliver the Services in a professional, timely, and competent manner, and that its employees and personnel will be adequately supervised.

(iv) Brain Builder does not warrant or guarantee results for its Users, as stated in its Disclaimer policy in Section 10 below.

b. Changes. Brain Builder strives to maintain the most up-to-date teaching strategies; we reserve the right to cancel, interrupt, reschedule, or modify our Services, subject to the Disclaimers and Limitation of Liability sections 10 and 11 below.

c. Academic Credits. **Brain Builder does not provide academic credit for completing its courses.** Finishing Services on Brain Builder won't earn you academic credit. Instructors and course providers are not obligated to ensure that any educational institution or accrediting body recognizes Brain Builder courses.

5. YOUR CONTENT.

a. User Content. The Services include posting on forums and sharing content with other Brain Builder Users ("User Content"). You retain all intellectual property rights to and are responsible for the User Content you create and share. User Content does not include course content or other materials that are made available on or placed on the Brain Builder platform by or on behalf of Content Providers or instructors using the Services or Content Offerings. As between Brain Builder and Content Providers, such Content Offerings are governed by the relevant agreements established between Brain Builder and Content Providers.

b. How Brain Builder and Others May Use User Content. With respect to any User Content you provide, you hereby grant to Brain Builder a fully transferable, royalty-free, perpetual, sublicensable, non-exclusive, and worldwide license. This license confers the right to copy, distribute, modify, create derivative works based upon, publicly perform, publicly display, and otherwise utilize the User Content for any purpose. It is understood that nothing within these Terms shall operate to restrict any other legal rights or remedies that Brain Builder may possess with respect to User Content, including those arising under other licenses.

Brain Builder reserves the right, in its sole discretion, to remove or modify User Content for any reason whatsoever, including, but not limited to, User Content that it deems to be in violation of these Terms or its other applicable policies.

6. MODIFICATION OF TERMS. By opening an account, you accept the Terms as posted in this agreement. Brain Builder reserves the right to change, modify, add, or remove portions of the Terms at any time. Please check the Online Terms and any Guidelines periodically for changes that occur after you open your account. Your continued use of the Services following the posting of changes constitutes your binding acceptance of these modifications. For any material changes to the Terms, Brain Builder will make efforts to notify you of such amended Terms through email notifications to the address associated with your account or by posting a notice on the website. These amended Terms will become effective against you at the earlier of (i) your actual notice of the changes or (ii) thirty days after Brain Builder makes a reasonable attempt to provide you notice. However, changes addressing new functions for a service or those made for legal reasons will take effect immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

7. SECURITY. The security of our users is of importance to Brain Builder. While diligent efforts are undertaken to safeguard the security of your account and associated information, Brain Builder is unable to warrant that unauthorized third parties will not be successful in circumventing our security protocols. In the event of any actual or suspected compromise or unauthorized utilization of your account, you are requested to promptly inform us by sending an email to brainbuilder@zohomail.com

8. TERMINATION.

a. Termination by Brain Builder. Brain Builder reserves the right to terminate or suspend the User's access to the Services immediately upon written notice for any material violation of the terms of this Agreement. Brain Builder may, at its sole discretion, provide the User with a written warning and an opportunity to remedy the violation within a specified timeframe. Failure to remedy the violation within the given timeframe will result in suspension or termination. For non-payment, Brain Builder may suspend access fifteen (15) days after the payment due date and may terminate access after thirty (30) days of continued non-payment.

b. Termination by the User. The User may terminate their access to the Services at any time by providing written notice to Brain Builder via email or mail in accordance with the notice requirement of this agreement. The termination will be effective upon Brain Builder's receipt of such notice or as otherwise specified by the User in their notice. The User is responsible for ceasing all use of the Services and refraining from accessing any course content after the termination date. Any services paid for will be refunded in accordance with Brain Builder's refund policy.

9. CONFIDENTIALITY. User acknowledges that the training materials used by Brain Builder in performing the Services are confidential and proprietary to Brain Builder. User shall therefore maintain the training materials in strict confidence, only disclose such materials to its employees who require access in order to perform their obligations on behalf of the User, and not disclose the training materials to any third parties

10. DISCLAIMER.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. BRAIN BUILDER DOES NOT GUARANTEE THE SUCCESS OF ANY STUDENT BASED ON GRADES OR OTHER PERFORMANCE METRICS. THE PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

I AGREE: By clicking "I Agree" or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by this Disclaimer section as part of the Services Agreement.

11. LIMITATION OF LIABILITY.

a. EXCLUSIONS OF CERTAIN DAMAGES. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER 12 OF THIS AGREEMENT AND CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAIN BUILDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (B) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL BRAIN BUILDER'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED TWENTY U.S. DOLLARS (\$20) OR THE TOTAL AMOUNT OF FEES RECEIVED BY BRAIN BUILDER FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

b. EXCEPTIONS. THE LIMITATIONS SET FORTH IN SECTION 11 SHALL NOT APPLY TO: (A) DAMAGES OCCASIONED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY; (B) DAMAGES FOR BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; OR (C) DAMAGES THAT CANNOT BE LIMITED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND BRAIN BUILDER AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO BRAIN BUILDER'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

I AGREE: By clicking "I Agree" or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by this Limitation of Liability section as part of the Services Agreement.

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

I AGREE: By clicking "I Agree" or otherwise using the Services, you acknowledge that you have read, understood, and agree to be bound by this cause of action section as part of the Services Agreement.

12. INDEMNIFICATION.

a. Indemnification. Each Party (the "Indemnifying Party") will indemnify, defend, and hold the other Party, its respective shareholders, officers, directors, administrators, managers, personnel, successors and assigns (each, an "Indemnified Party") harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to (a) the [gross] negligence, willful misconduct or fraud of the Indemnifying Party; (b) the breach of the Indemnifying Party's obligations under this Agreement; (c) the breach of the Indemnifying Party's representations or warranty obligations; (d) the failure by the Indemnifying Party to comply with any applicable laws, rules and regulations; and (e) any payments, compensation, damages, or other amounts, however characterized or determined, to a third party, which the Indemnified Party has reimbursed or may be obligated to pay as a result of any of the foregoing or any other breach of this Agreement by the Indemnifying Party. For purposes of this section, the acts or omissions of a Party's employees, consultants, subcontractors, agents and representatives shall be deemed the acts or omissions of that Party.

b. Procedures for Indemnification. Promptly after receipt of any written claim or notice of any action giving rise to a claim for indemnification, the Party seeking indemnification will provide the Indemnifying Party with written notice of the claim or action. Failure to so notify the Indemnifying Party will not relieve it of its indemnification obligations, except to the extent that the failure or delay is prejudicial to the defense of the claim or action. The Party seeking indemnification will provide the Indemnifying Party and its counsel and insurance carriers reasonable cooperation and assistance in, and grant the Indemnifying Party control over, the defense and settlement of the claim.

In its reasonable discretion and at its expense, the Party seeking indemnification may engage counsel to support the Indemnifying Party's defense of any Claim, and the Indemnifying Party will ensure that its counsel reasonably cooperates with and permits participation by such counsel. The Indemnifying Party shall not agree to any settlement which results in an admission of liability by the other Party nor consent to any judgment, attachment, lien or any other act adverse to the interests of the other Party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. If the Indemnifying Party fails to assume the defense of any Claim, or does not diligently pursue such defense, the other Party may retain counsel and assume the defense of such Claim at the cost of the Indemnifying Party.

13. DISPUTE RESOLUTION AND ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. EXCEPT AS REQUIRED BY APPLICABLE LAW OTHERWISE SPECIFIED IN APPLICABLE SUPPLEMENTAL TERMS, BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION.

a. Generally. In order to expedite and control the cost of disputes, Brain Builder and you agree that any legal or equitable claim, dispute, action or proceeding arising from or related to your use of the Services or these Terms ("Dispute") will be resolved as follows to the fullest extent permitted by law:

b. Notice of Dispute. In the event of a Dispute, you or Brain Builder must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a "Notice of Dispute"). You must send any Notice of Dispute by first class U.S. Mail to Brain Builder at the address listed under "notice" under section 14 (j) with a copy sent by email to Brain Builder. Brain Builder will send any Notice of Dispute to you by first class U.S. Mail to your address if Brain Builder has it, or otherwise to your email address. You and Brain Builder will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Brain Builder may commence arbitration.

c. Binding Arbitration. Any Dispute that has not been resolved by negotiation as provided herein within sixty (60) days or such time period as you and Brain Builder may otherwise agree shall be finally resolved by binding arbitration as described in this

Section 13 (Dispute Resolution and Arbitration). The U.S. Federal Arbitration Act governs the interpretation and enforcement of this Section c. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes except those specified in Section f below, will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The place of arbitration shall be Santa Clara County, California. Any court with jurisdiction over the parties may enforce the arbitrator's award.

d. Class Action Waiver. Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor Brain Builder will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. You may file a Dispute only on your own behalf and cannot seek relief that would affect other Users. If there is a final judicial determination that any particular Dispute cannot be arbitrated in accordance with the limitations of this Section 13 (Dispute Resolution and Arbitration), then only that Dispute may be severed and brought in court. All other Disputes remain subject to this 13 (Dispute Resolution and Arbitration).

e. Arbitration Procedures. A demand for arbitration must be personally signed by the party initiating arbitration (and their counsel, if represented). By signing the demand for arbitration, a party (and their counsel, if represented) certifies that they have complied with (i) the mandatory Notice of Dispute procedure above and (ii) all of the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to award any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or applicable federal or state law against all appropriate persons (including counsel) as a court would. Any arbitration will be conducted by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures ("JAMS Rules") in effect at the time the Dispute is filed, except as supplemented, where applicable, by the JAMS Mass Arbitration Procedures and Guidelines ("JAMS Mass Arbitration Procedures"). You may request a telephonic or in-person hearing by following the JAMS Rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. To the extent the forum provided by JAMS is unavailable, you agree to select a mutually agreeable alternative dispute resolution service with Brain Builder and that such alternative dispute resolution service shall apply the JAMS Rules. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief to you only individually, and only to the extent required to satisfy your

individual claim. The arbitrator may consider but will not be bound by rulings in other arbitrations where you and Brain Builder were not both parties.

f. **Arbitrator's Authority.** The arbitrator will have the power to rule on all issues except that a court has authority (i) to decide arbitrability issues, as well as disputes relating to the formation, existence, scope, validity, and enforceability of this Arbitration Agreement; (ii) to decide whether the parties have complied with the Notice of Dispute process; (iii) to enforce the prohibition on class or representative actions or proceedings; (iv) to enjoin an arbitration from proceeding if it does not comply with this the terms of this Arbitration Agreement; and (v) to award injunctive or other equitable relief to protect or enforce either party's intellectual property rights.

g. **Arbitration Fees.** Whoever files the arbitration will pay the initial filing fee. If Brain Builder files, then Brain Builder will pay; if you file, then you will pay unless you get a fee waiver under the applicable arbitration rules.

h. **Filing Period.** To the extent permitted by law, any Dispute under these Terms must be filed within one (1) year in an arbitration proceeding. The one-year period begins when the events giving rise to the Dispute first occur, except that the period is tolled during the 60-day Notice of Dispute process described above. If a Dispute is not filed within one year, it is permanently barred.

i. **Venue.** In the event that any Dispute cannot be resolved by binding arbitration in accordance with this Section 13 (Dispute Resolution and Arbitration), you agree that such Dispute will be filed only in the state or federal courts in accordance with the Governing Law and Venue provision of Section 14 (c) below.

j. **Notice Address.** 6330 Sunrise Blvd #1006, Citrus Heights, CA 95610

14. GENERAL TERMS.

a. **Relationship of the Parties.** Brain Builder and its employees and personnel performing any Services under this Agreement are independent contractors and not employees of the User. Neither Party is the agent of the other and neither Party shall have any right or authority to make or enter into any contract or other agreement in the name of or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party. Each Party will be responsible for any applicable payment and withholdings of any salary, benefits, incentives, and any other compensation or taxes relevant to its personnel. Nothing in this Agreement, and no course of dealing

between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.

b. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, civil commotion, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such Force Majeure is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If performance is delayed over thirty (30) days, the Party not experiencing the force majeure event may terminate this Agreement.

c. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Sacramento County. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT EXCEPT AS DESCRIBE ABOVE IN ACCORDANCE WITH SECTION 13 DISPUTE RESOLUTION AND ARBITRATION.

d. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any arbitration, mediation, or other litigation expenses from the other Party.

e. Assignment; No Third-Party Beneficiaries. Neither Party may assign this Agreement, either in whole or part, without the express written consent of the other Party. Any assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the

successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement.

f. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

g. Construction. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation.

h. Rights Cumulative. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

j. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

(i) User: The physical address provided in your account when notice is given.

(ii) Brain Builder: 6330 Sunrise Blvd #1006 Citrus Heights, CA 95610

k. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a

waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

l. Entire Agreement; Modification. This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

m. California Users. Under California Civil Code section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

15. REFERENCED POLICIES.

- * Acceptable Use Policy
- * Refund Policy

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first set forth above.

USER

Signature of User

Printed Name of User

Date: _____

IF SIGNING ON BEHALF OF A MINOR:

By checking this box, you confirm that the User is a minor and that you have been provided with the Parental Consent form, reviewed its terms, and provided your consent.

BRAIN BUILDER

Signature of Authorized Representative

Printed Name of Authorized Representative

Title

Date: _____

Exhibit A. Services Offered.

The following services are provided under the terms of this agreement through a paid subscription model, with varying levels of access and features depending on the chosen subscription tier:

1. Comprehensive Educational Resources:

The User will gain access to educational resources in two primary subject areas: Mathematics and English as a second language ("ESL"). These resources may include, but are not limited to, lessons and learning materials designed to facilitate a comprehensive understanding of the subject matter. GoDaddy Forums, a discussion forum, will be offered for students to form groups to discuss educational topics.

2. Grade-Specific Content:

Within the subject area, grade-specific content will be available depending on the User's current grade level.

3. Direct Teacher Support and Feedback:

Users will have the ability to directly message a teacher to request clarification on specific problems encountered within the provided content.

4. Interactive Learning Forum:

"GoDaddy Forum" A discussion forum will be available to Users, enabling them to interact with both Brain Bulder Teachers and other users. Users can utilize the forum to form study groups, engage in peer-to-peer learning, ask questions to Brain Builder, and share relevant ideas and posts, provided that all shared content is legitimate and academically appropriate.