

# Apprentice Terms of Service

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Apprentice App, LLC. (together with its parents, subsidiaries, affiliates, divisions, brands, representatives, officers, and directors, “Apprentice,” “we,” “us,” or “our,” as the context may require) operates and provides the Apprentice applications, websites, technologies, facilities, and platform (collectively, the “Apprentice Platform”).

These Terms of Service (these “Terms”), together with any documents they expressly incorporate by reference, including the Apprentice Privacy Policy, constitute a legally binding agreement between you and Apprentice, and govern your access to and use of the Apprentice Platform. These Terms are entered into by and between you and Apprentice.

The Apprentice Platform connects individuals (“Learners”) with skilled instructors (“Pros”) who provide coaching or teaching services in their area of expertise (“Pro Services”) through private lessons (“Lessons”). Learners, Pros, and other users of the Apprentice Platform are referred to collectively as “Members.”

Please read these Terms carefully before you use the Apprentice Platform. By registering, accessing, or using the Apprentice Platform, or by clicking “I accept” or “I agree” to the Terms when this option is made available to you, you accept and agree to be bound by these Terms. If you do not agree to these Terms, please do not visit, access, use, or otherwise interact with the Apprentice Platform.

PLEASE BE ADVISED: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND Apprentice CAN BE BROUGHT (SEE SECTION 28 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST Apprentice TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

## I. Learner Terms

### 1. Searching and Booking on Apprentice.

#### 1.1 Searching

You can search for Pro Services by using criteria like the type of Pro Service, location, dates, and number of Learners. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance considers factors like price, location, availability, reviews, customer service and cancellation history, popularity, previous Lessons and saved Lessons, Pro requirements, and more.

## 1.2 Booking

When you book a Lesson, you are agreeing to pay all charges for your booking, including the Lesson price, applicable fees like Apprentice's Service Fees (as defined below), taxes, and any other items identified during checkout. You are also agreeing that Apprentice may charge and collect any security deposit identified during checkout. When you receive the booking confirmation, a contract for Pro Services is formed directly between you and the Pro. The cancellation policy and any other rules, standards, policies, or requirements identified during checkout form part of your contract with the Pro. Be aware that some Pros work with another Pro (a "co-Pro") or as part of a team to provide their Pro Services.

## 1.3 Lessons

Booking a Lesson entitles you to participate in, attend, or use that Pro's Service. You are responsible for confirming that you, and anyone you invite, meet minimum age, proficiency, fitness, or other requirements. You are responsible for informing the Pro of any medical or physical conditions, or other circumstances that may impact your ability to participate, attend, or use the Pro's Service. Except where expressly authorized, you may not allow any person to join a Lesson unless they are included as an additional Learner during the Lesson booking process.

# 2. Cancellations, Refunds and Booking Modifications

## 2.1 Cancellation Policy

At Apprentice, we value our customers. We understand that circumstances may change, and we strive to provide a cancellation policy that accommodates your needs. Please take a moment to review the details below.

- **Change of Heart:** We know that sometimes plans can take an unexpected turn or personal preferences may shift. If you've recently made a purchase and find yourself having a change of heart, or if your schedule takes an unexpected twist, we've got you covered. Let us know within 24 hours of your Lesson booking confirmation, and if you

qualify, we'll issue a refund, no questions asked. Your satisfaction is our top priority, and we are here to help with your learning journey.

- **Lesson Quality:** Our goal is to provide you with an enjoyable and rewarding learning experience. If your first Lesson doesn't meet the expectations we set, we want to make it right. Simply send us an explanation about what happened within 24 hours of the experience, and we will help find the best solution, whether it's upgrading you to a more suitable Pro or refunding part or all of your Lesson. Feedback from your experience is valuable to us, and we aim to address any concerns promptly.
- **Extenuating Circumstances:** There may be certain unforeseen events beyond your control arise after booking that make it impracticable or illegal to complete your reservation ("Extenuating Circumstances"). Extenuating Circumstances will be determined in Apprentice's sole discretion on a case-by-case basis. Please keep in mind that refunds beyond the specified 24-hour period are generally not provided, except in cases of Extenuating Circumstances, and Lessons that have already taken place are not generally eligible for refunds, unless there are exceptional circumstances, as determined in Apprentice's sole discretion.
- **Unused Lessons:** Purchased lesson can be used for up to 12 months after the initial purchase date. After 12 months, any unused lessons will expire.

## 2.2 Weekly Recurring Subscription Cancellation Policy

Apprentice App offers a subscription package to reduce the price of weekly lessons. In addition to the cancellation policy outlined above, the following policies apply specifically to subscriptions:

- **Auto renewals:** Subscriptions will automatically renew on the date of the initial purchase. For example, a purchase on February 27th will automatically renew on March 27th.
- **Cancellation:** If you cancel your subscription, the cancellation will apply to the NEXT renewal date. Refunds for purchases are available for 24 hours after the initial purchase. After 24 hours, you may cancel anytime to prevent future renewals. Refunds will not be provided for late cancellations or if you forget to cancel before renewal.
- **Lesson credits:** Subscriptions cover one lesson per week for every week the subscription is active. If for any reason a lesson does not occur in a given week, that lesson credit can be applied to future or additional lessons with the Pro. Unused lesson credits can be rescheduled for up to 12 months after the skipped week, after which the lesson credit will expire.
- **Changing pros or transferring unused lesson credits:** If you are no longer satisfied with your pro, or would like to take lessons in a different skill, you can transfer your

subscription to another pro. If you have canceled your subscription and have unused lesson credits you can apply those unused credits to lessons with a different pro. Please contact support to help transfer your subscription. Note there may be additional costs if the new pro rate is higher than the original pro rate.

## **2.3 Booking Modifications**

Learners and Pros are responsible for any Lesson booking modifications they mutually agree to make, either via the Apprentice Platform or via Apprentice customer service ("Booking Modifications"), and Learners agree to pay any additional amounts, fees, or taxes associated with any Booking Modification.

# **3. Your Responsibilities and Assumption of Risk**

## **3.1 Your Responsibilities**

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Pro Service. For example, this means you must act with integrity, treat others with respect, and comply with applicable laws at all times. If you are booking for an additional Learner who is a minor, or if you bring a minor to a Pro Service, you must be legally authorized to act on behalf of the minor, and you are solely responsible for the supervision of that minor.

## **3.2 Your Assumption of Risk**

You acknowledge participating in the Pro Services carries inherent risks, and you agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Apprentice Platform and any Content (as defined in Section 11), including your participation in any Lesson, use of any Pro Service, or any other interaction you have with other Members, whether online or offline. You agree that you have had the opportunity to investigate the Apprentice Platform and any laws, rules, regulations, or obligations that may be applicable to your Pro Services or Lessons, and that you are not relying upon any statement made by Apprentice. We do not employ any Pros and are not responsible for the conduct, whether online or offline, of any Pro or other Member. We do not refer or recommend Pros, nor do we make any representations about the suitability, reliability, timeliness, or accuracy of the Pro Services provided by Pros or the integrity, reliability, or actions of Pros, whether in public, private, or offline interactions. This means it is your responsibility to investigate a Pro Service to determine whether it is suitable for you. NOTWITHSTANDING THESE RISKS, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY

PARTICIPATING IN THE APPRENTICE PLATFORM AND ANY COACH SERVICES PROVIDED THROUGH THE APPRENTICE PLATFORM WITH KNOWLEDGE OF THE RISKS INVOLVED. YOU HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF APPRENTICE OR OTHERWISE.

## II. Pro Terms

### 4. Teaching on Apprentice.

#### 4.1 Pro

As a Pro, Apprentice offers you the opportunity to share your skills with our vibrant community of Learners - and earn money doing it. It's easy to create a Lesson, and you are in control of how you teach, including setting your availability and rules for each Lesson.

#### 4.2 Contracting with Learners

When you accept a booking request for a Lesson, or receive a booking confirmation for a Lesson through the Apprentice Platform, you are entering into a contract directly with the Learner, and are responsible for delivering your Pro Service under the terms and at the price you have specified in your Pro Service description. You are also agreeing to pay applicable fees, like Apprentice's Services Fees (and applicable Taxes, as defined below), for each Lesson. Apprentice will deduct amounts you owe from your payout unless we agree to a different method. Any terms, policies or conditions that you include in any supplemental contract with Learners must: (i) be consistent with these Terms and the information provided in your Pro Service description, and (ii) be prominently disclosed in your Pro Service description.

#### 4.3 Independence of Pros

As a Pro on the Apprentice Platform, your relationship with Apprentice is solely that of independent contracting parties. You and Apprentice expressly agree that (i) this is not an employment agreement and does not create an employment relationship between you and Apprentice; and (ii) no joint venture, franchisor- franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Apprentice, and you undertake not to hold yourself out as an employee, agent or authorized representative of

Apprentice. Apprentice does not direct or control your Pro Service, and you agree that you have complete discretion whether and when to provide Pro Services, and at what price and on what terms to offer them. You acknowledge and agree that you have complete discretion to provide the Pro Services or otherwise engage in any other business or employment activities, including but not limited to providing services similar to the Pro Services to other companies, and that Apprentice does not, and shall not be deemed to, restrict you from engaging in any such activity.

## **5. Managing Your Pro Service**

### **5.1 Creating and Managing Your Pro Service**

The Apprentice Platform provides tools that make it easy for you to set up and manage your Pro Service. Your Pro Service description must include complete and accurate information about your Pro Service, your price, other charges, and any rules or requirements that apply to your Learners or Lessons. You are responsible for keeping your Pro Service description (including calendar availability) and content (like photos) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Pro Services and suggest you carefully review policy terms and conditions including coverage details and exclusions. You may only maintain one Pro Service per skill, but may have multiple Pro Services available across multiple skills.

### **5.2 Know Your Legal Obligations**

You are responsible for understanding and complying with any applicable laws, rules, regulations, and contracts with third parties that apply to your Pro Services or Lessons. Any information we provide regarding legal requirements is for informational purposes only and is not legal advice. You are responsible for independently confirming your legal obligations. You are responsible for handling and using personal information of Learners and others in compliance with applicable privacy laws and these Terms. If you have questions about how applicable laws, rules, and regulations apply, you should always seek legal advice.

### **5.3 Search Ranking**

- Learner search parameters (e.g. number of Learners, time and duration of the trip, price range),
- Lesson characteristics (e.g. price, calendar availability, number and quality of images, reviews, type of Pro Service, Pro status, age of the Lesson, average Learner popularity),

- Learner booking experience (e.g. customer service and cancellation history of the Pro, ease of booking),
- Pro requirements (e.g. booking cut-off time), and
- Learner preferences (e.g. previous Pro Services used and Lessons, saved Pro Services, location from where the Learner is searching).

## **5.4 Your Responsibilities**

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Pro Services and Lessons. You are responsible for setting your price and establishing rules and requirements for your Pro Service. You must describe any and all fees and charges in your Pro Service description and may not collect any additional fees or charges offline or otherwise outside the Apprentice Platform. You shall not encourage Learners to create third-party accounts, submit reviews, or provide their contact information outside of the Apprentice Platform, and you shall not take Learners off of the Apprentice Platform for new, partial, or future Pro Service offerings, such as by contacting potential Learners prior to booking on the Apprentice Platform to move booking off of the Apprentice Platform, canceling existing bookings and having Learners rebook off of the Apprentice Platform, or encouraging students to book outside of the Apprentice Platform for repeat or future bookings.

## **5.5 Pros with a Team or Organization**

If you work with a co-Pro or with other Pros as part of a team, business, or other organization, the entity and each individual who participates in providing Pro Services is responsible and liable as a Pro under these Terms. By accepting these Terms, you represent and warrant that you are authorized to enter into contracts for and bind your co-Pro, team, business or other organization, and that any entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct Apprentice to transfer a portion of your payout to a co-Pro or other Pros, or to send payments to someone else, you must be authorized to do so, and are responsible and liable for the payment amounts and accuracy of any payout information you provide.

## **5.6 Your Assumption of Risk**

You acknowledge that providing the Pro Services carries inherent risks, and you agree that you assume, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the Apprentice Platform and any Content (as defined in Section 11), including offering Pro Services, conducting Lessons, or any interaction you have

with other Members, whether online or offline. You agree that you have had the opportunity to investigate the Apprentice Platform and any laws, rules, regulations, or obligations that may be applicable to your Pro Services or Lessons, and that you are not relying upon any statement made by Apprentice. NOTWITHSTANDING THESE RISKS, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE APPRENTICE PLATFORM AND VOLUNTARILY PROVIDING LESSONS THROUGH THE TEACH TO ME PLATFORM WITH KNOWLEDGE OF THE RISKS INVOLVED. YOU HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF APPRENTICE OR OTHERWISE.

## **6. Cancellations and Booking Modifications**

### **6.1 Cancellations**

In general, if a Learner cancels a Lesson, the amount paid to you is determined by the cancellation policy that applies to your Pro Service and that Lesson. As a Pro, you should not cancel on a Learner without a valid reason under these Terms or applicable law. If you cancel on a Learner without a valid reason, we may impose a cancellation fee and other consequences. If an Extenuating Circumstance arises (as determined in Apprentice's sole discretion on a case-by-case basis) or a Lesson is canceled under Section 15 of these Terms, the amount you are paid will be reduced by the amount we refund or otherwise provide to the Learner, and by any other reasonable costs we incur as a result of the cancellation. If a Learner receives a refund after you have already been paid, or the amount of the refund and other costs incurred by Apprentice exceeds your payout, Apprentice may recover that amount from you, such as by offsetting the refund against your future payouts. You agree that these Terms preempt any cancellation policy you set in situations where they allow for the cancellation of a Lesson and/or the issuance of refunds to Learners. If we reasonably expect to provide a refund to a Learner under one of these policies, we may delay release of any payout for that Lesson until a refund decision is made.

### **6.2 Booking Modifications**

Pros and Learners are responsible for any Booking Modifications they agree to make, either via the Apprentice Platform or via Apprentice customer service, and Learners agree to pay any additional amounts, fees or taxes associated with a Booking Modification.



## **7. Payouts; Payment Terms**

All payouts are payable net 30 of the date of invoice unless otherwise arranged on a case by case basis. Any disputes regarding payouts must be communicated to Apprentice within thirty (30) days of receipt of invoice for same. The parties will work in good faith to resolve any payout dispute within fifteen (15) days. Pro shall reimburse Apprentice for all costs and expenses (including, without limitation, attorneys' fees) incurred in collecting past due amounts. All payouts are net amounts and payable in full, without deduction for taxes or duties of any kind. Pro will pay or reimburse Apprentice for all sales, use, VAT and all other taxes and duties ("Tax" or "Taxes") which are levied or imposed arising from the purchases made under this Agreement, excluding taxes based on Apprentice's gross or net income, property taxes, state franchise taxes, or similar taxes levied against Apprentice.

## **8. Taxes**

### **8.1 Pro Taxes**

As a Pro, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable Taxes.

### **8.2 Collection and Remittance by Apprentice**

In jurisdictions where Apprentice facilitates the collection and/or remittance of Taxes on behalf of Pros, you instruct and authorize Apprentice to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by Apprentice are identified to Pros on their transaction records, as applicable. Apprentice may seek additional amounts from Pros (including by deducting such amounts from future payouts) in the event that the Taxes collected and/or remitted are insufficient to fully discharge that Pro's tax obligations, and you agree that your sole remedy for Taxes collected by Apprentice is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Pros, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

### **8.3 Tax Information**

In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you, or withhold Taxes from payouts to you, or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law, until sufficient documentation is provided. You agree that Apprentice may issue on your

behalf invoices or similar documentation for Taxes for your Pro Services to facilitate accurate Tax reporting by you, our Learners, and/or their organizations.

## **9. Insurance**

Starting April of 2025, as part of these Terms, and as a further benefit to Pro, Pro shall receive the full benefit of Apprentice's blanket liability and personal injury policies, with up to \$1,000 in Lesson protection. Pro agrees and acknowledges that (i) Apprentice may list Pro as an additional insured under Apprentice's general insurance policies and (ii) Pro shall comply with all reasonable requests in connection with the foregoing. Apprentice reserves the right to change its insurance policies in its sole discretion.

# **III. General Terms**

## **10. Reviews.**

After each Lesson, Learners and Pros will have an opportunity to review each other. Your review must be accurate and may not contain any discriminatory, offensive, defamatory, or other language that violates these Terms. Apprentice does not endorse any reviews available via the Apprentice Platform. Additionally, reviews are not verified by Apprentice for accuracy and may be incorrect or misleading. Apprentice reserves the right to screen, edit, or remove reviews from the Apprentice Platform at any time.

## **11. Content.**

The Apprentice Platform enables Members to post, submit, publish, display, transmit, or provide (hereinafter, "post") reviews (as discussed in Section 10), feedback, text, photos, audio, video, information, and other content (collectively, "Content"). All Content must comply with these Terms. Any Content you post to the Apprentice Platform will be considered non-confidential and non-proprietary. Except for the limitations on our use and disclosure of personal information described in our Privacy Policy, by providing Content, in whatever form and through whatever means, you grant Apprentice a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit that Content, without limitation, and to sublicense these rights to third parties. Where Apprentice pays for the creation of Content or facilitates its creation, Apprentice may own that Content, in which case supplemental terms or disclosures will say that. You are solely responsible for all Content that

you provide and warrant that you either own or control all rights in or to it or are authorized to grant Apprentice the rights described in these Terms. You are responsible for the legality, reliability, accuracy, and appropriateness of the Content, and you are responsible and liable if any of your Content violates or infringes the intellectual property rights, privacy rights, or any other rights of any third party. Apprentice is not responsible or liable to any third party for the content or accuracy of any of the Content posted by you. You agree that Apprentice may make available services or automated tools to translate Content and that your Content may be translated using such services or tools. Apprentice does not guarantee the accuracy or quality of translations and Members are responsible for confirming the accuracy of such translations. As Content is primarily generated by Members, Apprentice does not control or vet such Content for accuracy, and we do not assume and expressly disclaim any responsibility for the accuracy or reliability of any Content provided by Members on or off the Apprentice Platform, including any Content that may include misstatements or misrepresentations that may be defamatory or disparaging. Members hereby represent, understand, and agree to hold Apprentice harmless for any misstatements, misrepresentations, or other disparaging or defamatory statements made by or on behalf of them on the Apprentice Platform or in any other venue.

## **12. Fees.**

Apprentice may charge fees (and applicable Taxes) to Pros and Learners for use of the Apprentice Platform (“Service Fees”). Except as otherwise provided on the Apprentice Platform, Service Fees are non-refundable. Apprentice reserves the right to change the Service Fees at any time without notice. Service Fee changes will not affect Lesson bookings made prior to the effective date of the Service Fee change.

## **13. Apprentice Platform Rules.**

### **13.1 Rules.**

You must follow these rules and must not help or induce others to break or circumvent these rules. You agree to:

- Act with integrity and treat others with respect in all communications and interactions;
- Read and comply with these Terms; and
- Understand and follow the laws that apply to you, including privacy, data protection, and export laws, and honor your legal obligations.

You agree not to:

- Lie, misrepresent something or someone, impersonate or pretend to be someone else, or otherwise misrepresent an affiliation with any person or organization;

- Access or attempt to access data not meant for you, or intercept or attempt to intercept electronic mail or other forms of electronic communication not intended for you;
- Discriminate against others based on race, gender, sex, sexual orientation, religion, nationality, disability, or age, harass others, or otherwise communicate or upload to or transmit on the Apprentice Platform any deceptive, fraudulent, defamatory, indecent, obscene, harassing, violent, or otherwise harmful or objectionable material, or any material that contains nudity, sexually explicit or pornographic material, violence, or discrimination;
- Contact or attempt to contact any Pro through any channel except through the Apprentice Platform, or contact or attempt to contact any Pro except for the explicit purpose of booking Lessons through the Apprentice Platform, including in an attempt to recruit Pros for other business opportunities or competitive platforms;
- Scrape, hack, reverse engineer, compromise or impair the Apprentice Platform, including by using bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the Apprentice Platform;
- Use any automated or manual process to monitor or copy any of the material on the Apprentice Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
- Probe, scan, or test the vulnerability of the Apprentice Platform, our network, our security, or authentication measures without proper authorization;
- Hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the Apprentice Platform or Content, including by introducing any viruses, Trojan horses, worms, logic bombs, corrupted data, or other material that is malicious or technologically harmful;
- Decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the Apprentice Platform;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Apprentice Platform, the server on which the Apprentice Platform is stored, or any server, computer, or database connected to the Apprentice Platform;
- Use the Apprentice Platform in any manner that could disable, overburden, damage, or impair the Apprentice Platform or interfere with any other party's use of the Apprentice Platform, including their ability to engage in real time activities through the Apprentice Platform, or take any action that could damage or adversely affect the performance or proper functioning of the Apprentice Platform;
- Use another Member's personal information except as necessary to facilitate a transaction using the Apprentice Platform as authorized by these Terms;

- Use the Apprentice Platform, our messaging tools, or other Members' personal information to send commercial messages without the recipient's express consent;
- Transmit or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any similar solicitation;
- Use Content made available through the Apprentice Platform except as necessary to enable your use of the Apprentice Platform as a Learner or Pro;
- Use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us;
- Request, make, or accept a Lesson booking or any payment outside of the Apprentice Platform to avoid paying fees, Taxes, or for any other reason;
- Require or encourage Learners to open an account, leave a review, complete a survey, or otherwise interact with a third-party website, application or service before, during, or after a Lesson, unless authorized by Apprentice;
- Engage in any practices that are intended to manipulate our search algorithm;
- Book Pro Services unless you are actually using the Pro Services;
- Use, copy, display, mirror or frame the Apprentice Platform, any Content, any Apprentice branding, or any page layout or design without our consent;
- Use the name, logo, branding, or trademarks of Apprentice or others without permission, or use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with Apprentice branding;
- Violate these Terms or any other policies or agreements that you enter into with us;
- Violate any applicable federal, state, local, or international law or regulation, or violate the legal rights (including intellectual property rights or the rights of publicity and privacy) of others;
- Promote any illegal activity or advocate, promote, or assist any unlawful act; or
- Engage in any other conduct that restricts or inhibits the use of the Apprentice Platform, or which, as determined by us in our sole discretion, may harm Apprentice or other Members.

If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.

Your failure to comply with the above provisions may result in the termination of your access to the Apprentice Platform and may expose you to civil and/or criminal liability. We reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Apprentice Platform, and to terminate or suspend your access to all or part of the Apprentice Platform for any or no reason, including without

limitation, any violation of these Terms. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Apprentice Platform. YOU WAIVE AND HOLD US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### **13.2 Reporting Violations.**

If you believe that a Learner, Pro, Pro Service, Lesson, or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting Apprentice. In addition, if you believe that a Member, Pro Service, Lesson, or Content violates or has violated these Terms, you should report your concerns to Apprentice. If you reported an issue to local authorities, Apprentice may request a copy of that report. Except as required by law, you agree that we are not obligated to act in response to any report. We cannot review all material before it is posted on the Apprentice Platform, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any Member or third party. We have no liability or responsibility to you or any third party for performance or nonperformance of the activities described herein.

## **14. Intellectual Property Rights.**

The Apprentice Platform and all related content, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Apprentice, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge that all related intellectual property rights are the exclusive property of Apprentice, its licensors, or other providers of such material, and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any material accessed through the Apprentice Platform except to the extent you are the legal owner of that material or as expressly permitted in these Terms. Subject to your compliance with these Terms, Apprentice grants you a limited, non-exclusive, non-sublicensable,

revocable, non-transferable license to (i) download and use the Apprentice Platform on your personal device(s); and (ii) access and view the material made available on or through the Apprentice Platform and accessible to you, solely for your personal and non-commercial use. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Apprentice Platform in breach of these Terms, your right to use the Apprentice Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Apprentice Platform or any content therein is transferred to you, and all rights not expressly granted are reserved by Apprentice. Any use of the Apprentice Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. Except as expressly provided, nothing contained in these Terms or anywhere on the Apprentice Platform shall be construed as conferring any license under any intellectual property rights of Apprentice, its licensors or any third party.

Unauthorized attempts to upload information or change information are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986.

We respect the intellectual property rights of others, and it is our policy to respond expeditiously to claims of intellectual property infringement. We will promptly process and investigate notices of alleged infringement and take appropriate actions under the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act and other applicable intellectual property laws. If you are aware of or experience any circumstances that appear to be a violation of these Terms, please inform us by contacting us as provided in Section 29.9.

Any such notice must include:

- an electronic or physical signature of the owner of the copyright or trademark interest or of the person authorized to act on behalf of the owner of the copyright or trademark interest;
- a description of the copyrighted work or trademark that you claim has been infringed;
- a description of the location on the Apprentice Platform of the claimed infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the claimed infringing use is not authorized by the copyright or trademark owner, its duly authorized agent, or the law; and
- a statement by you that the information in your notice is accurate and that you are the copyright or trademark owner or are authorized to act on the copyright or trademark owner's behalf.

Upon receipt of such notice, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will terminate access for a who is a repeat infringer.

## **15. Termination, Suspension and other Measures.**

### **15.1 Term.**

The agreement between you and Apprentice reflected by these Terms is effective when you access the Apprentice Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

### **15.2 Termination.**

You may terminate this agreement at any time by sending us an email or by deleting your account. Apprentice may terminate this agreement and your access to the Apprentice Platform or your account for any reason or no reason by giving you 30 days' notice via email or using any other contact information you have provided for your account. Apprentice may also terminate this agreement immediately and without notice and stop providing access to the Apprentice Platform if you breach these Terms, you violate applicable laws, or we reasonably believe termination is necessary to protect Apprentice, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

### **15.3 Member Violations.**

If (i) you breach these Terms, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) Apprentice believes it is reasonably necessary to protect Apprentice, its Members, or third parties, Apprentice may, with or without prior notice:

- suspend or limit your access to or use of the Apprentice Platform and/or your account;
- suspend or remove Pro Services, Lessons, reviews, or other Content;
- cancel pending or confirmed Lesson bookings; or
- suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as Apprentice determines in its sole discretion, you will be given notice of any intended remediation measure by Apprentice and an opportunity to resolve the issue. You may appeal actions taken by us under this Section 15 by contacting customer service. If a Lesson is cancelled under this Section, the amount paid to the Pro will be reduced by the amount we refund or otherwise provide to the Learner, and by any other costs we incur as a result of the cancellation.

### **15.4 Legal Mandates.**

Apprentice may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 15.3.



## **15.5 Effect of Termination.**

If you are a Pro and terminate your Apprentice account, any confirmed Lesson booking(s) will be automatically cancelled, and your Learners will receive a full refund. If you terminate your account as a Learner, any confirmed Lesson booking(s) will be automatically cancelled, and any refund will depend upon the terms of the Pro Service cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Apprentice Platform has been limited, your Apprentice account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the Apprentice Platform through an account of another Member.

## **15.6 Survival.**

Parts of these Terms that by their nature survive termination will survive termination of this agreement.

## **16. Modification.**

Apprentice reserves the right to modify these Terms, in its sole discretion and without advance notice, at any time. When we make material changes to these Terms, we will post the revised Terms on the Apprentice Platform and update the “Last Updated” date at the top of these Terms. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the Apprentice Platform will constitute acceptance of the revised Terms, so please check this page periodically for updates.

## **17. Resolving Complaints and Damage Claims.**

If a Member provides evidence that another Member damaged their real or personal property (“Damage Claim”), the complaining Member can seek compensation by contacting us as provided in Section 29.9. If the complaining Member escalates a Damage Claim to Apprentice, the other Member will be given an opportunity to respond. If the responding Member agrees to pay, or Apprentice determines in its sole discretion that the responding Member is responsible for the Damage Claim, Apprentice can collect any sums required to cover the Damage Claim from the responding Member. You agree that Apprentice may seek to recover from you under any insurance policies you maintain and that Apprentice may also pursue against you any remedies it may have available under applicable law. You agree to cooperate in good faith, provide any information Apprentice requests, execute documents, and take further reasonable action in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Pro Services.

## **18. Apprentice’s Role.**

We offer a platform that enables Members to publish, offer, search for, and book Pro Services. While we work hard to ensure our Members have great experiences using Apprentice, Apprentice is a neutral venue for Learners and Pros, and we do not and cannot control the conduct of Learners and Pros. We make no representations or warranties regarding the quality of Pro Services, or about your interactions and dealings with other Members. Pros listed on the Apprentice Platform are not under the direction or control of Apprentice, and Pros determine in their own discretion how to provide the Pro Services. Apprentice does not employ, recommend, or endorse Members, nor do we make any representations about the suitability, reliability, timeliness, or accuracy of the Pro Services, and, to the maximum extent permitted by applicable law, we will not be responsible or liable for the performance or conduct of Members, whether online or offline. The Apprentice Platform may be used to find and offer Pro Services and to facilitate payment, but all transactions conducted via the Apprentice Platform are between Learners and Pros. You acknowledge that Apprentice has the right, but does not have any obligation, to monitor the use of the Apprentice Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure, and improve the Apprentice Platform (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement, or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Lessons that don't meet quality and eligibility criteria. Members agree to cooperate with and assist Apprentice in good faith, and to provide Apprentice with such information and take such actions as may be reasonably requested by Apprentice with respect to any investigation undertaken by Apprentice regarding the use or abuse of the Apprentice Platform.

## **19. Member Accounts.**

You must register an account to access and use many features of the Apprentice Platform. Registration is only permitted for legal entities, partnerships and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the Apprentice Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You represent and warrant that you are not registered or currently required to register as a sex offender with any government entity, and that you are not the subject of a conviction, arrest, charge, complaint, restraining order, or any other legal action involving any felony; any other criminal offense involving violence, physical, sexual, or emotional abuse or neglect, or theft or drugs; or any offense, violation, or unlawful act that involves endangering the safety of others, fraud, dishonesty, or reckless or negligent conduct. You must provide accurate, current, and complete information during registration and keep your

account information up to date. You may not register more than one account or transfer your account to someone else. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify Apprentice if you suspect that your credentials have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

## **20. Consent to Electronic Communications.**

When you visit the Apprentice Platform, submit a request for help, send an email to us, create an account, or otherwise communicate with us through the Apprentice Platform or electronically, you expressly consent to the use of electronic signatures, electronic receipt of records and notices, and electronic communication by Apprentice or third-party service providers. This includes, but is not limited to, posting notices on the Apprentice Platform or responding to your email. You agree that all agreements, notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Apprentice reserves the right, in its sole discretion, to communicate with you in paper form. You may withdraw your consent to electronic communications by contacting us as provided in Section 29.9. You may also receive emails from us for marketing purposes. No fee is charged for these emails, but third-party data rates could apply. You can control whether you receive these emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a Apprentice account. By providing your phone number, you consent to receive direct dial calls, auto-dialed calls, and pre-recorded message calls from Apprentice. You may withdraw your consent to such calls at any time by contacting us as provided in Section 29.9. Additionally, by providing your phone number, you consent to receive text messages from Apprentice, including text messages for marketing purposes. You understand that you are not required to provide this consent as a condition of purchase or use of the Apprentice Platform. You may withdraw your consent and opt out of text messages by texting "STOP" to any text message we send to you or by contacting us as provided in Section 29.9. If you opt out of receiving text messages, you will receive a single confirmation message confirming that we have received your opt-out. Note that opting out of text messages does not constitute withdrawing consent to direct dial calls, auto-dialed calls, or pre-recorded message calls, which consent must be revoked as set forth in the preceding paragraph. If you use a mobile device, please be aware that your carrier's normal

rates and fees, such as text messaging and data charges, will still apply. You represent that you are the account holder for any phone number you provide. In the event you change or deactivate your phone number, you agree that you will update your account information on the Apprentice Platform or otherwise notify us within forty-eight (48) hours to ensure that your messages are not sent to the person who acquires your old number.

## **21. Availability**

We may periodically schedule system downtime for maintenance and other purposes, and the Apprentice Platform may be unavailable due to unplanned system outages or circumstances outside of our control. We shall have no liability to any Member or third party whatsoever for the resulting unavailability of the Apprentice Platform, or for any loss of data or transactions caused by planned or unplanned system outages, or for the resultant delay, misdelivery, or non-delivery of information caused by such system outages. We reserve the right to terminate, withdraw, or amend the Apprentice Platform or any portion thereof, including any product, service, or material we provide on or through the Apprentice Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Apprentice Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Apprentice Platform, or to the Apprentice Platform altogether.

## **22. Errors**

We attempt to provide the most recent, accurate, and reliable information on the Apprentice Platform. However, there may be occasions when information featured on the Apprentice Platform may contain typographical errors, incomplete data, inaccuracies, or items featured on the Apprentice Platform that are no longer available. We do not warrant that the information accessible via the Apprentice Platform is accurate, complete, or current. Any errors are unintentional, and we apologize if erroneous information is reflected on the Apprentice Platform. We reserve the right to correct errors and to update the Apprentice Platform at any time, but we are under no obligation to update the Apprentice Platform or any related content.

## **23. Disclaimer of Warranties**

We provide the Apprentice Platform and all Content “as is” and without any warranty or condition, express, implied, or statutory. We do not guarantee and do not promise any specific results from use of the Apprentice Platform. We reserve the right, for example, to limit or eliminate access to the Apprentice Platform in specific geographic areas and/or at specific times based on commercial viability, public health concerns, or changes in law. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

You understand that we cannot and do not guarantee, endorse, or warrant the existence, conduct, performance, safety, quality, legality or suitability of any Member, Pro Service, or Lesson, and we do not warrant that verification, identity or background checks will be conducted on Members, or will identify past misconduct or prevent future misconduct if conducted. Use of the Apprentice Platform comes with certain inherent risks. We do not provide any training, supervision, or monitoring of Members, and we cannot guarantee that all of your interactions with other Members will always be 100% safe and respectful. You agree to assume all risks when using the Apprentice Platform, including but not limited to injury, illness, death, and all other risks associated with any online or offline interactions with Members. You also agree not to rely solely on any steps Apprentice may take to vet or screen Members and/or their Content, or otherwise to promote the safety of the Apprentice Platform.

We cannot guarantee that each Member is who he or she claims to be. Please use common sense when using the Apprentice Platform, including looking at any photos of the Member you have booked with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Apprentice Platform by persons under the age of 18 in violation of these Terms. Apprentice Platform is not responsible for the conduct, whether online or offline, of any Member. You are solely responsible for your interactions with other Members. By using the Apprentice Platform, you agree to accept such risks and agree that Apprentice is not responsible for the acts or omissions of Members.

You are responsible for the use of your account and Apprentice expressly disclaims any liability arising from the unauthorized use of your account.

It is possible for others to obtain information about you that you provide, publish or post to or through the Apprentice Platform, send to other Members, or otherwise share, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Members on the Apprentice Platform. Please carefully select the type of information that you post on the Apprentice Platform or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Members (including unauthorized users, or "hackers").

We do not warrant that your use of the Apprentice Platform will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Apprentice Platform will be corrected, or that the Apprentice Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity, availability, accuracy, completeness, and reliability of the Apprentice Platform. You are responsible at all times for your conduct and the consequences of your conduct while using the Apprentice Platform. The disclaimers in these

Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

## **24. Limitations on Liability**

To the maximum extent permitted under applicable law, in no event will Apprentice nor any other party involved in creating, producing, or delivering the Apprentice Platform or any Content be liable for any indirect, incidental, special, exemplary, consequential, or punitive damages, including lost profits, loss of data, loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Apprentice Platform or any Content, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Apprentice Platform, or (iv) publishing a Pro Service or booking a Lesson, including the provision or use of Pro Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Apprentice has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed its essential purpose.

Except for our obligation to transmit payments to Pros under these Terms, in no event will Apprentice's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the Apprentice Platform, any Content, or any Pro Service or Lesson, exceed: (A) to Learners, the amount you paid as a Learner during the 12-month period prior to the event giving rise to the liability, (B) to Pros, the amount paid to you as a Pro in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred U.S. dollars (US\$100). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL APPRENTICE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE APPRENTICE PLATFORM, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, THEFT, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE APPRENTICE PLATFORM, OR FOR ANY INTERACTIONS WITH OTHER MEMBERS, WHETHER ONLINE OR OFFLINE. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIMS, LOSSES, OR DAMAGES ARISING FROM THE CONDUCT OF MEMBERS WHO ATTEMPT TO DEFRAUD OR HARM YOU, THE CONDUCT OF ANY OTHER THIRD PARTIES, OR ENVIRONMENTAL DANGERS (SUCH AS INCLEMENT WEATHER OR ANIMAL ENCOUNTERS).

These limitations of liability and damages are fundamental elements of the agreement between you and Apprentice. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you, and you may have additional rights.

## **25. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Apprentice's option), indemnify, and hold Apprentice, its licensors and service providers, and its and their respective officers, managers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access, use, or misuse of the Apprentice Platform; (ii) your Content, including any allegation that your Content infringes, misappropriates, or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (iii) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature); (iv) your interaction with any Member (online or offline) or participation in or use of any Pro Service or Lesson, including without limitation any injuries, losses, or damages (whether compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of such interaction, participation, or use; (v) your failure, or our failure at your direction, to accurately report, collect or remit Taxes; (vi) your breach of any laws, regulations or third party rights such as intellectual property or privacy rights; (vii) your negligent conduct; and/or (viii) any other activities in connection with the Apprentice Platform and Pro Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person. You will not, without Apprentice's prior written consent, agree to any settlement on behalf of any indemnified party which includes either the obligation to pay any monetary amounts, or any admissions of liability, whether civil or criminal, on the part of any indemnified party.

## **26. Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these Terms or the Apprentice Platform must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

## **27. United States Governing Law and Venue**

If you reside or have your place of establishment in the United States, these Terms will be interpreted in accordance with the laws of the State of Texas and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims

actions) that are excluded from the arbitration agreement in Section 28 must be brought in state or federal court in Austin, Texas, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Austin, Texas.

## **28. United States Dispute Resolution and Arbitration Agreement**

**28.1 Application.** This Arbitration Agreement (as defined below) only applies to you if your country of residence or establishment is the United States. If your country of residence or establishment is not the United States, and you nevertheless attempt to bring any legal claim against Apprentice in the United States, this Arbitration Agreement will apply for determination of the threshold issue of whether this Section 28 applies to you, and all other threshold determinations, including residency, arbitrability, venue, and applicable law.

**28.2 Overview of Dispute Resolution Process.** Apprentice is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom this Section 28 applies: (1) an informal negotiation directly with Apprentice's customer service team (described in Section 28.3, below), and if necessary (2) a binding arbitration administered by the American Arbitration Association ("AAA"). You and Apprentice each retain the right to seek relief in small claims court as an alternative to arbitration.

**28.3 Mandatory Pre-Arbitration Dispute Resolution and Notification.** At least 30 days prior to initiating an arbitration, you and Apprentice each agree to notify the other party of the dispute in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to Apprentice by emailing us at [legal@learnwithapprentice.com](mailto:legal@learnwithapprentice.com). Apprentice will send its notice of dispute to the email address associated with your Apprentice account. A notice of dispute must include: the party's name and preferred contact information, a brief description of the dispute, and the relief sought. If the parties are unable to resolve the dispute within the 30-day period, only then may either party commence arbitration by filing a written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) with the AAA and providing a copy to the other party as specified in the AAA Rules (available at [www.adr.org](http://www.adr.org)).

**28.4 Agreement to Arbitrate.** You and Apprentice mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Apprentice Platform, Pro Services, or any Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Apprentice agree that the arbitrator will decide that issue.



**28.5 Exceptions to Arbitration Agreement.** You and Apprentice each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction (as defined by Section 27): (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief. You and Apprentice agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration pursuant to section 3 of the Federal Arbitration Act.

**28.6 Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act governs all substantive and procedural interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org). In order to initiate arbitration, a completed written demand (available at [www.adr.org](http://www.adr.org)) must be filed with the AAA and provided to the other party, as specified in the AAA rules.

**28.7 Modification to AAA Rules - Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Apprentice agrees that any required arbitration hearing may be conducted, at your option: (a) in the U.S. county where you reside; (b) in Travis County; (c) via phone or video conference; or (d) if all parties agree, by solely the submission of documents to the arbitrator.

**28.8 Modification of AAA Rules - Attorney's Fees and Costs.** Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Apprentice will pay all arbitration fees and expenses. Either party may make a request that the arbitrator award attorneys' fees and costs upon proving that the other party has asserted a claim, crossclaim or defense that is groundless in fact or law, brought in bad faith or for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the AAA Rules.

**28.9 Arbitrator's Decision.** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award any relief allowed by law or the AAA Rules, but declaratory or injunctive relief may be awarded only on

an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**28.10 Jury Trial Waiver.** You and Apprentice acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**28.11 No Class Actions or Representative Proceedings.** You and Apprentice acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

**28.12 Severability.** Except as provided in Section 28.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

**28.13 Changes to Agreement to Arbitrate.** If Apprentice changes this Section 28 after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Apprentice (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Apprentice.

**28.14 Survival.** Except as provided in Section 28.12 and subject to Section 15.6, this Section 28 will survive any termination of these Terms and will continue to apply even if you stop using the Apprentice Platform or terminate your Apprentice account.

## 29. Miscellaneous

**29.1 Other Terms LLC by Reference.** Any supplemental policies and terms linked to in these Terms apply to your use of the Apprentice Platform, are incorporated by reference, and form part of your agreement with Apprentice.

**29.2 Interpreting these Terms.** Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including

those items incorporated by reference) constitute the entire agreement between Apprentice and you pertaining to your access to or use of the Apprentice Platform and supersede any and all prior oral or written understandings or agreements between Apprentice and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and Apprentice. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 28.11 above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”

**29.3 No Waiver.** Apprentice's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

**29.4 Assignment.** You may not assign, transfer or delegate these Terms or your rights and obligations hereunder without Apprentice's prior written consent. Apprentice may, without restriction, assign, transfer, or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

**29.5 Notice.** Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by Apprentice via email, Apprentice Platform notification, messaging service (including SMS and Whatsapp), or any other contact method we enable and you provide.

**29.6 Third-Party Services.** The Apprentice Platform may contain links to third-party websites, applications, services or resources (“Third-Party Services”) that are subject to different terms and privacy practices. Such Third-Party Services are not under our control, and we are not responsible for the availability of such Third-Party Services or their contents. Any links provided on the Apprentice Platform are provided for your interest or convenience only and do not represent or imply any endorsement by Apprentice of any such linked Third-Party Services. You acknowledge that the use of such Third-Party Services is governed by the terms and conditions applicable to any such Third-Party Service, and if you decide to access any such Third-Party Service, you do so entirely at your own risk and subject to the terms and conditions of use for each such Third-Party Service.

**29.7 Google Terms.** Some translations on the Apprentice Platform are powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement. Some areas of the Apprentice Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

**29.8 Force Majeure.** Apprentice shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**29.9 Contact Us.** If you have any questions about these Terms, please email us at [legal@learnwithapprentice.com](mailto:legal@learnwithapprentice.com) or call us at 615-266-6715.