

## **USER AGREEMENT**

PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE USING ANY OF THE EDUCATIONAL SERVICES PROVIDED BY MATRIX ENTREPRENEUR ACADEMY AND INNOVATIVE ENTREPRENEUR EDUCATION. BY USING THE SERVICES, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND POLICY AND THAT YOU AGREE TO BE BOUND BY THEIR TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, PROMPTLY EXIT THIS PAGE WITHOUT ACCEPTING OR USING ANY OF THE SERVICES.

### **1. The Service:**

Subject to the terms of this Agreement, Service Provider grants to you a limited, personal, non-transferable, and non-exclusive right to use the online educational services (the "Services") during the applicable term. Your use of the Services shall be strictly in accordance with this Agreement and our policy. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

### **2. Disclaimer of Warranties:**

THE SERVICE IS PROVIDED AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. SERVICE PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SERVICE PROVIDER OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICE. YOU SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OCCURRED. SERVICE PROVIDER DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA. SERVICE PROVIDER IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES.

### **3. Limitation of Liability:**

IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF DATA ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SERVICE PROVIDER TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO SERVICE PROVIDER.

**4. Exclusive Remedy:**

Your sole right and exclusive remedy for breach of this Agreement by Service Provider if you are dissatisfied for any reason with the Service is to terminate this Agreement.

**5. Choice of Law and Venue:**

This Agreement and Acceptable Use Policy shall be governed by the law of California. You agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Bakersfield, California.

**6. General Terms:**

Except as provided in this Agreement, any changes to this Agreement must be in writing and signed by Service Provider and you. Your rights and obligations under this Agreement may not be assigned or transferred without written permission of Service Provider. If any provision of this Agreement is determined to be invalid, all other provisions will remain in force. Notice or other communication between you, and/or Service Provider, may be given by conventional first-class mail or by e-mail and are effective on the date received. **YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY CHOOSE NOT TO BECOME A USER OF THE SERVICES.**