

PURCHASE ORDER TERMS AND CONDITIONS

Participant acknowledges that the selected Program, including, as applicable, the Courses, all materials, curriculum, and services, will be delivered subject to the following terms and conditions (the “Terms”).

Participant agrees to comply with the Terms, including making full and prompt payment in accordance with Section 2 of the Terms below for the Courses and other products and services offered by TPS/HGS as set forth in any/all subsequent Purchase Order(s) [“PO(s)”] issued pursuant to and/or referencing these Terms, which PO(s) shall reflect the then-current pricing to be paid by Participant for Courses and other products and services provided by TPS/HGS. No Program, products or services, including Courses, will be provided until payment is received in full.

- 1. Student Enrollments.** Students will be enrolled on a schedule that is mutually agreed upon in writing by HGS and Participant at least two (2) weeks prior to the Course Start Date. The standard semester Course length is 18 weeks (the “Standard Course Length”). A Course may be extended beyond the Standard Course Length, for an additional 2 weeks at no charge (for Courses with Live Instruction, the additional 2 weeks does not include live teaching). Any Course extensions beyond 2 weeks are at the then current additional weekly extension fee. Any change to the agreed upon schedule may result in an additional fee and there is no guarantee that the originally scheduled teacher will continue to be available for the new schedule. Participant will provide all required student enrollment information, including HGS Course selections, to HGS at [TPS Enrollments](#). Students must meet all appropriate Course and Program prerequisites prior to enrollment, and comply with the Student Handbook that is provided to them. HGS reserves the right to contact students directly for academic and program purposes.
- 2. Pricing and Payment Terms.** Participant shall purchase TPS Courses at the then-current prices. HGS may update pricing annually on March 1st in its sole discretion, in which event the revised pricing will take effect on August 1st of that year. Participant is required to submit payment to HGS prior to or at the time of student enrollment in TPS Programs, but in no case later than the Course Start Date(s). All payments due hereunder shall be unconditional and not be subject to set-off or reduction for any reason whatsoever. Any taxes or fees imposed by any regulatory authority will be the sole responsibility of and paid by Participant.
- 3. Cancellations, Transfers and Credits.** Participant may cancel an individual student enrollment or request that a student is transferred to another Course within ten (10) calendar days after the Course Start Date (“Grace Period”). Requests for cancellation and Course transfers can be made at: [Change Order](#). Student transfers between Courses are subject to additional transfer fees. In the event of a timely request for cancellation and approval, HGS will issue a credit to Participant for a future enrollment, but in no event will any refunds be issued. No credit or refund shall be owed to Participant for cancellations or reassignments reported to HGS beyond the Grace Period and an individual Course Credit may only be reassigned once.
- 4. Computer Access and Internet Performance Specification.** Participant represents and warrants that the student will have access to a computer or other personal device (ex. notebook/tablet/Chromebook*) which will allow the student to adequately participate in the TPS Courses, and the student has sufficient band width, but in no case less than two (2) megabits (Mb) per second, to support the TPS Program and Courses. [*Please refer to the [Technology Requirements](#) as some Courses have specific hardware requirements.]
- 5. Recording Release.** Participant grants HGS an absolute and irrevocable right to record all classes taught to the student, regardless of whether students from other schools are in the class, and to use any such recorded class for use solely by the students in the class during the period in which a student is actively enrolled in the class.
- 6. Privacy Law Compliance.** Participant represents and warrants that he/she will comply with applicable international, state, and federal laws and regulations concerning (i) personally identifiable information (“PII”) and Personal Data [as that term is defined in the General Data Protection Regulation (“GDPR”)], collectively “Information”, and (ii) student educational records. By enrolling a student, Participant has provided the consents for HGS to process such Information on behalf of Participant and the student.
- 7. HGS’s Representations and Warranties.** HGS will operate and provide services in keeping with the accreditations and affiliations as outlined at [Private Online College Prep School | The Providence School](#).
- 8. Disclaimer of Warranties.** EXCEPT AS STATED IN THIS AGREEMENT, HGS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE PROGRAM OR COURSES OR ANY RESULTS TO BE ACHIEVED THROUGH THE USE OF THE PROGRAM, INCLUDING COURSES, AS APPLICABLE, AND SPECIFICALLY GIVES NO ASSURANCE OR WARRANTY THAT THE PROGRAM SHALL SATISFY ANY EDUCATIONAL

REQUIREMENTS OF THE PARTICIPANT OR THE STUDENT. EXCEPT AS STATED IN THIS AGREEMENT, HGS EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR ITS OBLIGATIONS TO PARTICIPANT AND THE STUDENT, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. **Confidential Information.** "HGS Confidential Information" means any data, information or knowledge concerning the operations or business of HGS that is not publicly available, including, but not limited to the TPS Program (which includes, but is not limited to, the Courses, teaching methods, models and materials), and Participant will not disclose, provide to, or otherwise make available to any third party any HGS Confidential Information.
10. **Intellectual Property.** "HGS Intellectual Property" means all copyrights, service marks, trademarks, logos, ownership, licenses, or other intellectual property rights, registered or unregistered, worldwide, that HGS owns or holds for any HGS Programs and/or Courses, including but not limited to the TPS Program and Courses, including all teaching and student materials and other components (whether in electronic or paper or other form). Participant shall not make any copies, reproductions, or derivative works of the TPS Program or any other HGS Program, including but not limited to the TPS Courses and any other HGS Courses, or develop any academic courses or materials based on or that use any part of the same. Further, unless as expressly stated in this Agreement, Participant shall not utilize HGS Intellectual Property, including trademarks or logos of HGS, without prior written approval of HGS.
11. **Data Privacy.** HGS may collect, store and use data in connection with the enrollment process and delivery of the Program, including personal data of students, in accordance with the TPS Privacy Policy, available at [TPS Privacy Policy](#) and the TPS GDPR Policy available at [TPS GDPR Policy](#).
12. **Liability.** In no event shall either party be liable to the other party for any special, indirect, incidental or consequential damages, lost profits, loss of data or data privacy breaches, interruption of business, whether by claims under contract, tort (including negligence), statute or other legal or equitable principles, regardless of whether the other party knew or should have known of the possibility of such damages. HGS's total liability to Participant or any third party under this Agreement shall not, in the aggregate, exceed the total amount paid to HGS by Participant in the six (6) months prior to the date on which the event giving rise to any liability occurred.
13. **Force Majeure.** If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of fire, floods, earthquakes, or other Acts of God, power failure, or energy, utility or telecommunications interruptions; breakdown of web host or internet service provider; epidemic or pandemic; strikes, labor disputes, or riots; insurrection, war, terrorism, threat of terrorist activities or other violence; illness or death of TPS teachers and employees; or any law, order, proclamation, regulation, ordinance, demand, mandate or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party whose performance is so affected shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall immediately continue performance hereunder whenever such causes are removed. Upon the occurrence of a Force Majeure event, the party whose performance is affected shall promptly notify the other party of such event.
14. **Notices.** Participant may contact HGS at: Email: Support@HudsonGlobalScholars.com
Mail: 7151 Columbia Gateway Drive, Suite C, Columbia, Maryland 21016
Phone: (410) 713-4957
15. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Maryland, USA without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement must be brought in the state and federal courts in the State of Maryland, USA and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts; provided, however at HGS's sole discretion, any controversy arising from this Agreement may be submitted to arbitration at a site and method of its choosing, with each party bearing its own expenses. **THE PARTIES HEREBY KNOWINGLY AND WILLINGLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT.**
16. **Assignment.** HGS may assign or transfer all or any part of this Agreement at its sole discretion with notice to Participant.
17. **Currency and Language.** The currency used for transactions hereunder shall be United States dollars. This Agreement may be translated into other languages; however, the English language version shall control.

18. Entire Agreement. These Terms, together with any TPS Program specific terms supplied in writing by HGS during the Term of the Agreement, constitute the entire Agreement between Participant and HGS and supersede any prior agreement or arrangement regarding the subject matter herein, whether written or oral.