

US Bar Terms and Conditions (Enrollment Agreement)

This Enrollment Agreement (this **“Agreement”**) governs your enrollment in and use of BARBRI, Inc.’s U.S. bar review offerings, related study tools, supplemental products, coaching, grading, feedback, and related services (collectively, the **“Services”**). By enrolling in a Course or purchasing any Supplemental Products or Services, you (**“User,” “you,”** or **“your”**) agree to this Agreement.

1. Definitions

For purposes of this Agreement:

- **“BARBRI”** means BARBRI, Inc. and its affiliates that provide the applicable Course or Services.
- **“Course”** means the bar review course in which you enroll, including, as applicable, Premium, Elite, Firm Pass, Firm Pass Plus, and U.S. Bar Prep (International), together with BARBRI-hosted digital lessons, assignments, schedules, and core study features made available for that offering.
- **“U.S. Bar Prep (International)”** means BARBRI’s bar review offering designed for internationally educate users, including LLM graduates and non-U.S. law school graduates, featuring structure 6-month and 10-month study cycle tailored to the learning needs and preparation timelines of users educated outside of the U.S legal system.
- **“Supplemental Products”** or **“Supplements”** means any optional, promotional, included, bundled, or separately purchased supplemental products or services associated with your Course, including third-party and BARBRI-branded products and services.
- **“US Licensure Suite”** means the bundled supplement package included with certain Course offerings, which may include AdaptiBar and Quimbee products or services, as described at enrollment.
- **“Client Content”** means Course Materials, BARBRI-provided content, outlines, lectures, questions, model answers, videos, audio, grading criteria, feedback frameworks, and other content or materials made available by BARBRI or its licensors through the Course or any Supplement.
- **“Usage Data”** means data generated from your access to or use of the Course, Supplemental Products, or Services, including login activity, progress data, completion data, clicks, responses, timing, performance analytics, feature interactions, and similar usage information, in each case as further described in the Privacy Policy.
- **“AI Tools”** means artificial intelligence, machine learning, large language model, generative AI, neural network, algorithmic prediction, or similar automated systems or tools.
- **“Guarantee”** means only the specific repeat-course or re-enrollment entitlement expressly described in Section 11 for an eligible Course. A Guarantee is not a warranty of any examination result.

2. Document Hierarchy and Applicability

This Agreement is the primary contract governing your enrollment in the Course. Your relationship with BARBRI may also be governed, where applicable, by: (a) the LMS Terms of Use; (b) product-specific or service-specific terms and conditions governing optional, bundled, included, promotional, or standalone products, services, tools, or subscriptions, including without limitation AdaptiBar, tutoring services, and other supplemental offerings; and (c) the BARBRI Privacy Policy.

If there is a conflict: (i) applicable order-specific terms control for the specific purchase; (ii) this Agreement controls with respect to the primary Course and Course-related commercial terms; (iii) the applicable product-specific or service-specific terms control with respect to the applicable standalone or platform-specific product, service, tool, or subscription; (iv) the LMS Terms control with respect to LMS-specific platform use; and (v) the Privacy Policy controls with respect to personal-data processing.

3. Enrollment

Your enrollment is accepted when BARBRI receives your enrollment and either the required payment or an approved payment arrangement. Subject to this Agreement, you will receive access to the Course, Course Materials, and any Services included with your enrollment for the applicable access period.

BARBRI may reject, limit, or cancel an enrollment where necessary for payment, eligibility, operational, legal, academic-integrity, licensing, conduct, or compliance reasons. Any access granted is personal to the enrolled User, revocable under this Agreement, and non-transferable except where BARBRI expressly approves a transfer under Section 8.

4. Payment Terms

You reserve your BARBRI tuition price when BARBRI receives your enrollment and the required initial payment. Unless applicable law requires otherwise, all payments up to \$295 are non-refundable.

To avoid a \$75 late fee, your full balance due, including tuition, any printed-materials deposit, shipping, taxes, and other applicable charges, must be paid in full by April 15 for the July bar exam review course or November 15 for the February bar exam review course, unless BARBRI has approved a different billing arrangement. If BARBRI offers a promotion under which you secure tuition pricing with a non-refundable registration fee of up to \$295, an additional payment of \$200 is due 60 days after enrollment for enrollees in the current academic year or by September 1 before the applicable bar review course start date for enrollees in future academic years.

Unless you are approved for employer billing, you authorize BARBRI to charge the payment card on file for all amounts due under this Agreement, including tuition, deposits, shipping, taxes, late fees, and other agreed charges, and you represent that you have the legal right and authority to use that payment method for those charges. If you fail to make payment when due, BARBRI may suspend access immediately and may assess a \$75 late fee if the overdue payment is not received within ten (10) days after the scheduled payment date.

5. Cancellation and Refund

You may cancel your enrollment before 12:00 a.m. (CDT) on the fifth business day following the date of this Agreement by sending written notice to service@barbri.com. If timely canceled, BARBRI will refund payments made, less the value of any tech stipend, device, or other promotional item already issued to you, provided printed Course Materials have not been received, and online Course access has not been provided.

After 12:00 a.m. (CDT) on the fifth business day following the date of this Agreement, but before printed Course Materials have been shipped, and before online Course access has been made available, you may cancel by written notice to service@barbri.com; however, you will forfeit any applicable non-refundable registration fee and the value of any tech stipend, device, or promotional item already issued. Once printed Course Materials have been shipped, received, or online Course access has been made available, for the applicable bar review Course, your enrollment may no longer be

canceled except as required by applicable law or as expressly stated in any applicable state-specific notice below.

If you are employer-billed or if the amounts you have paid are less than the value of any non-returned stipend, device, or other promotional item, you remain responsible for the difference, and you authorize BARBRI to charge that amount to the payment method on file or otherwise collect it as permitted by law. Nothing in this Section limits any non-waivable consumer cancellation or refund right that applies to you under mandatory law.

6. Access to Course Materials; Printed Materials; Tech Stipends; Extra Time

6.1 General Access

Course access begins when BARBRI makes the applicable digital Course Materials available to you and continues through the access period stated for your Course. Unless BARBRI states otherwise in writing for a particular product, access to the original bar review Course expires when your applicable bar exam administration is complete.

For Premium, Elite, Firm Pass, and Firm Pass Plus, BARBRI may make printed Course Materials available for shipping when available for distribution and when your account satisfies BARBRI's release requirements. For Firm Pass, and Firm Pass Plus, BARBRI may also make a tech stipend or similar technology item available, subject to the eligibility and claim deadlines stated below.

6.2 Release Conditions

BARBRI may require one of the following before releasing printed materials, including bundled products, or any tech stipend or device: (a) your account is paid in full, (b) you are on an approved installment plan and have paid at least \$1,000 toward your account, or (c) employer billing has been confirmed by both BARBRI and your employer. If you are eligible for a tech stipend or similar device, you must request it no later than January 15 for the February bar exam review course or June 15 for the July bar exam review course, after which that benefit expires.

6.3 Extra Time Add-On

For Premium and Elite only, BARBRI may offer an Extra Time add-on that provides early access to the Course beginning up to six (6) months before the applicable bar exam, rather than the standard four (4) months of pre-exam access.

When Extra Time is purchased and activated, your Course access will begin approximately two (2) months earlier than the standard activation date for the applicable exam cycle. BARBRI will communicate the specific early-access activation date at the time of purchase or enrollment.

Extra Time may be purchased only when offered by BARBRI, must be paid in full before early activation date, and once granted, is non-refundable, non-transferable, and may not be exchanged for cash or credit. Course access for Extra Time purchasers still expires when the applicable bar exam administration ends, consistent with Section 6.

Extra Time provides early access only to the digital Course and BARBRI-hosted materials expressly identified by BARBRI at the time of purchase. Extra Time does not provide early access to third-party products, promotional access, time-limited Supplements, coaching engagements, grading services, live events, or bundled tools unless BARBRI expressly states otherwise in writing.

Purchase of Extra Time does not itself create, renew, expand, or waive any Guarantee rights. If you are otherwise eligible for a Guarantee under Section 11, eligibility is measured under the applicable Guarantee rules and deadlines for the original enrollment, not by the date Extra Time is purchased or the early-access activation date, unless BARBRI expressly states otherwise for a specific product.

7. Printed Materials Deposit

Before BARBRI ships printed Course Materials, you must pay a \$250 refundable printed materials deposit plus shipping and handling fees, if applicable. To receive a refund of that deposit, you must return all printed bar review Course Materials to BARBRI, at your expense, no later than thirty (30) days after your jurisdiction's bar exam results are released.

BARBRI will process the deposit refund within seventy-five (75) days after BARBRI receives all required printed materials back from you. If you keep any printed Course Materials, fail to return them on time, or do not otherwise satisfy the return conditions, you forfeit the entire printed-materials deposit.

Printed materials deposits are refundable only for Users who have paid in full for the applicable Course and paid the required deposit. Any product for which BARBRI does not offer printed Course Materials or does not charge a material deposit is not eligible for a printed-materials deposit or refund.

8. Transfers, Postponements, and Deferrals

Eligible Users who want to transfer to a different jurisdiction or a later course session must submit a written request to service@barbri.com before 12:00 a.m. (CDT) on January 15 for the February exam cycle or June 15 for the July exam cycle. If approved, BARBRI may permit one transfer of the enrollment and payments to a different BARBRI jurisdiction or a later session in the same jurisdiction, subject to recipient-jurisdiction taxes and the tuition, terms, and conditions applicable to that recipient's Course.

BARBRI is not required to approve a transfer, postponement, or deferral request. If BARBRI approves a transfer, BARBRI may charge a \$75 transfer fee.

For the U.S. Bar Prep (International), BARBRI may permit one deferral of the original Course to another applicable Course commencing within twelve (12) months, provided all fees have been paid in full and written notice is given before the applicable January 15 or June 15 deadline. After that deadline, the deferral option is no longer available, and any subsequent request to move or repeat the Course by the User will be handled under the applicable Guarantee terms rather than as a deferral.

9. Upgrades and Downgrades

Users enrolled in Premium or Firm Pass may upgrade at any time, subject to paying the then-current tuition for the upgraded offering. Elite Users may downgrade to Premium only if BARBRI has not provided online Course access for the Elite-specific features, and any such downgrade may require payment adjustments, forfeiture of upgrade-specific benefits, or charges for non-returned promotional items or tech benefits.

Because Essentials will no longer be offered for new enrollments effective July 13, 2026, BARBRI will not offer new User-facing upgrades or downgrades into Essentials for 2027 offerings. Any legacy Essentials adjustments, if permitted at all, will be handled only for previously enrolled legacy Users and only as BARBRI expressly authorizes in writing.

10. Supplemental Products and Services

10.1 Scope of Supplements

In addition to the Course, BARBRI may offer or include supplemental products and services ("Supplemental Products and Services" or "Supplements"), whether bundled, promotional, or purchased separately. Supplements may include, without limitation:

- AdaptiBar supplements and tools, including MCQ Simulator, and Writing Guide;
- CriticalPass Cards, including physical and digital versions;

- Quimbee products and services;
- Private Tutoring and Coaching
- Other BARBRI or third-party supplemental products, services, workshops, or study tools made available in connection with your enrollment.

Any Supplemental Offering may be subject to separate product-, service-, platform-, or third-party terms and conditions, which will be presented at or before activation, access, or purchase. Those separate terms apply only to your access to and use of the applicable Supplemental Offering.

Current terms and conditions for certain products and services are available at the following links (or any successor URLs identified there):

- AdaptiBar Terms and Conditions: <https://www.barbri.com/adaptibar-terms>
- Tutoring Terms and Conditions: <https://www.barbri.com/tutoring-terms>
- Quimbee Terms and Conditions: <https://www.barbri.com/quimbee-terms>

By accessing or using any such product or service, you agree to the applicable terms and conditions in effect at the time of your access or use.

10.2 Product Alignment And Bundled Suite

Effective July 13, 2026, Premium no longer includes Supplements by default, and Premium Users may purchase eligible Supplements separately as discounted add-ons when offered by BARBRI. Elite, Firm Pass, Firm Pass Plus, and U.S. Bar Prep (International) may include bundled access to certain Supplements, including the US Licensure Suite, which may include AdaptiBar and Quimbee offerings, as described at enrollment.

BARBRI may modify the branding, format, vendor, sequencing, or delivery method of bundled or add-on Supplements, provided that BARBRI supplies substantially comparable functionality and overall value for the applicable offering, except where a change is required for legal compliance, vendor availability, security, or operational reasons. Certain Supplements may be provided directly by third parties and may require you to accept separate end-user terms, privacy notices, license restrictions, and eligibility rules at the time of activation or access. BARBRI is not responsible for delays, outages, or feature changes caused solely by third-party providers, although BARBRI may seek to provide a commercially reasonable substitute where appropriate.

10.3 Access Windows; Expiration; No Carryover

Access windows, activation dates, eligibility dates, and expiration dates for Supplements may differ from the access period for the main Course. Unless BARBRI expressly states otherwise in writing, BARBRI may make certain Supplement access available beginning September 1 for the February exam cycle and March 1 for the July exam cycle, and eligibility to claim certain Supplements may expire two (2) weeks before your applicable bar exam administration.

If you do not timely claim, activate, schedule, or use a Supplement within the applicable access period, that Supplement expires automatically without refund, replacement, extension, or credit. Once access to a Supplement has been granted, it generally may not be postponed, transferred, reinstated, or moved to a later exam cycle unless BARBRI expressly agrees in writing.

Unless BARBRI expressly states otherwise in writing for a specific product or promotion, Supplements tied to an original bar-prep enrollment do not carry over to a Guarantee, repeat, retake, deferral, transfer, or later enrollment. Repeat or guaranteed enrollments do not include paid add-on

Supplements, promotional Supplements, or bundled Supplements unless BARBRI expressly says so in writing.

If BARBRI included bundled Supplement access with your original Elite, Firm Pass, Firm Pass Plus, U.S. Bar Prep (International) or other bundled enrollment and you did not activate or log into a particular bundled Supplement before your eligible Guarantee election, BARBRI may, in its discretion, permit first-time access to that unused bundled Supplement in connection with the applicable Guarantee repeat. BARBRI is not required to do so unless it expressly confirms that in writing.

10.4 Coaching Add-On

BARBRI may offer a coaching add-on delivered through the BARBRI learning management system and Personal Study Plan. Coaching is a study-support feature, not a guarantee of individual attention, live sessions, or any minimum number of interactions unless BARBRI expressly describes a minimum offering at purchase. Unless BARBRI expressly states otherwise at purchase, coaching does not include any guaranteed response time, fixed coach assignment, or minimum number of live sessions, messages, or individualized interactions.

BARBRI may provide coaching through written feedback, asynchronous messaging, recorded video, live virtual sessions, or other formats, and may assign, reassign, or replace coaches in BARBRI's discretion. Coaching is educational support only; it is not therapy, mental-health counseling, legal advice, or individualized professional advice, and it does not create any fiduciary or professional advisory relationship.

10.5 Essay Grading And Written Feedback

Where essay grading, writing review, or related written feedback services are included or purchased, BARBRI will use graders and rubrics that are trained or designed to be generally consistent with, or modeled on, bar-exam scoring approaches. However, BARBRI-graded essay scores, comments, rankings, or other feedback are educational estimates only; they are not official bar-exam scores and are not issued by any bar examiner or licensing authority. BARBRI may, but is not obligated to, review or reconsider grading feedback upon request, and no practice score, comment, ranking, or feedback creates any right to regrade, rescoring, or a particular scoring methodology unless BARBRI expressly states otherwise.

There is no assurance that you will receive the same score, ranking, or outcome on an actual bar exam that you received on any BARBRI-graded practice essay. Actual bar-exam scores and outcomes may differ materially based on examiner judgment, exam conditions, scaling, grading methodology, jurisdictional rules, and your own performance on test day.

11. Guarantee

11.1 General Guarantee Terms

BARBRI's Guarantee provides only the specific repeat-course or re-enrollment entitlement stated in this Section for the applicable product. The Guarantee is not transferable, has no cash value, may be exercised only in the manner and within the time stated by BARBRI, and does not include any exam fee reimbursement, score guarantee, pass guarantee, employment guarantee, stipend, device, promotional item, or any Supplement except where BARBRI expressly states otherwise.

To exercise any Guarantee, BARBRI may require timely written notice, confirmation of your original enrollment, proof of identity, proof of exam registration or intended exam cycle, proof of sitting for the exam where applicable, proof of results where applicable, payment in full of your original account, and payment of any required printed-materials deposit, shipping charges, taxes, or other stated

charges. Unless BARBRI expressly approves otherwise in writing, BARBRI may require that an available Guarantee be used for the next scheduled offering of the applicable repeat Course. If you do not satisfy the applicable deadlines, eligibility requirements, or documentation requirements for the requested Guarantee option, the Guarantee may expire.

11.2 Legacy Essentials

Essentials is discontinued for new enrollments effective July 13, 2026. Any Guarantee rights for legacy Essentials Users who enrolled before that date will continue to be governed by the terms applicable to their original enrollment unless BARBRI offers a written transition path.

11.3 Elite and Premium

If you take Premium or Elite for the first time for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, you may, subject to Section 11, enroll in Premium for the same state the next time the Course is offered without additional tuition. If a new edition of printed materials has been released, or if you want replacement printed materials, you must pay the then-applicable refundable printed-materials deposit and shipping and handling fees for the repeat enrollment.

The Premium and Elite Guarantee covers the repeat Course, including any grading services that were included in your original enrollment. The Guarantee does not include new printed material (unless you pay the applicable deposit and shipping), coaching, private tutoring, separately purchased supplements, add-on products, promotional items, tech stipends, devices, or other Supplements unless BARBRI expressly states otherwise in writing.

11.4 Firm Pass

Unless BARBRI states different Firm Pass-specific Guarantee rules in the applicable offer or institutional arrangement, Firm Pass Users receive the same same-state Premium repeat-course entitlement described in Section 11.3. The Guarantee does not include add-on or promotional Supplements unless BARBRI expressly states otherwise.

11.5 Firm Pass Plus

If you are a first-time exam taker enrolled in Firm Pass Plus for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, you may elect one and only one of the following Guarantee options, provided you satisfy BARBRI's eligibility requirements and exercise the option within BARBRI's stated deadlines:

1. **Same-state repeat.** You may retake the same-state online Premium Course for the next scheduled exam without additional tuition; or
2. **Second-jurisdiction option.** Within two (2) years after your original enrollment date, you may make a one-time election to enroll in a Premium Course for a different jurisdiction without additional tuition.

For clarity, the Guarantee for Elite, Firm Pass, and Firm Pass Plus does not include any exam fee reimbursement, stipend, device, promotional item, paid add-on Supplement, or bundled Supplement, unless BARBRI expressly states otherwise in writing. BARBRI may, in its discretion, permit first-time access to an originally bundled Supplement that you never activated or used before the Guarantee election, but BARBRI is not obligated to do so unless it confirms that in writing.

11.6 U.S. Bar Prep (International)

If you take the U.S. Bar Prep (International) for the first time for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, subject to Section 11, you may retake the U.S. Bar Prep (International) for the same state within twelve (12) months of the results date for the original Course without additional tuition, subject to BARBRI's stated re-enrollment procedures and deadlines.

For 2027 offerings, the U.S. Bar Prep (International)'s Guarantee provides a same-state repeat entitlement only. It does not include exam fee reimbursement, bundled Supplements, paid add-on Supplements, promotional items, or replacement printed materials unless BARBRI expressly states otherwise in writing.

12. Access to BARBRI Materials

Access is granted only to the enrolled User and is non-transferable. Users may NOT share login or account information. Shared accounts will be immediately suspended. If purchased, supplemental products will be made available according to the terms specified for each product.

13. Technical Requirements

You are responsible for meeting and maintaining the minimum technical requirements needed to access the Course, LMS, Personal Study Plan, digital materials, coaching features, or any Supplement. Access may require compatible hardware, current software, internet access, audio/video capability, multifactor authentication, and other technical requirements identified by BARBRI.

BARBRI is not responsible for your internet connectivity, device compatibility, or third-party platform outages outside BARBRI's reasonable control. Certain features may be unavailable on some devices or in some jurisdictions.

14. Third Party Links.

Our Services may provide (i) information and content provided by third parties; (ii) links to third-party websites or resources, such as sellers of goods and services; and (iii) third-party products and Services for sale directly to you. BARBRI is not responsible for the availability of such external sites or resources, and we do not endorse and is not responsible or liable for (a) content, advertising, products, or other materials on or available from such sites or resources; (b) any errors or omissions in these websites or resources; or (c) any information handling practices or other business practices of the operators of such sites or resources. BARBRI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, use of or reliance on any linked sites or resources. Third parties' terms of service and privacy policies and any other similar terms govern your use of those third-party sites, and we recommend that you review such agreements and policies. Your use of third-party content is at your own risk.

15. NO PROFESSIONAL ADVICE

BARBRI IS NOT ENGAGED IN PROVIDING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT INCLUDED ON THE SITE OR IN CONNECTION WITH THE SERVICES WITHOUT SEEKING LEGAL ADVICE OF COUNSEL IN THE RELEVANT JURISDICTION, OR THE ADVICE OF A COMPETENT PROFESSIONAL IN THE APPLICABLE SUBJECT MATTER. BARBRI EXPRESSLY DISCLAIMS ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OF THIS SITE OR IN CONNECTION WITH THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT IS NOT PROVIDED FOR THE PURPOSE OF RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICES. IF YOU

BELIEVE YOU REQUIRE LEGAL ADVICE OR OTHER EXPERT ASSISTANCE, YOU SHOULD SEEK THE SERVICES OF A COMPETENT PROFESSIONAL.

USE OF OUR SITE AND SERVICES DOES NOT CREATE AN ATTORNEY-CLIENT OR OTHER RELATIONSHIP NOR DOES USE OF THE SITE AND SERVICES CONSTITUTE A SOLICITATION FOR THE FORMATION OF AN ATTORNEY-CLIENT RELATIONSHIP. RECEIPT OF INFORMATION PRESENTED ON THE SITE OR THROUGH BARBRI SERVICES OR ANY EMAIL OR OTHER ELECTRONIC COMMUNICATION SENT VIA THE SITE OR USING BARBRI SERVICES WILL NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP, AND WE WILL NOT TREAT AS CONFIDENTIAL ANY SUCH EMAIL OR COMMUNICATION.

16. Use of Course Materials; License; No AI Training

The courses, additional services, and/or Supplements contain copyrighted material (including but not limited to text, graphics, videos, images, music, sounds, source code, user-generated content, and compilations of individual data), trademarks, trade names, other proprietary information, and other content such as text, graphics, images, photographs, illustrations, logos, information obtained from BARBRI's licensors (collectively, "Course Material"). You acknowledge and agree that BARBRI retains all ownership, rights, title, and interest in the Course Materials. You represent and warrant that you will not and/or will not permit any third parties to: (i) copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit any Course Materials (including but not limited to any Course Material that you download), excluding information that is in the public domain; and (ii) endeavor to ascertain any source code used in connection with the Course.

You may view, access, download, or print hard copies of the Course Material only for your personal, educational, and non-commercial use and where such an option is made available to you in the Course. You may not change the Course Material in any way or copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit or use them for any public or commercial purpose. We strictly prohibit using the Course Material for any purpose not specifically identified or authorized in this Agreement or expressly permitted by BARBRI.

You may not, without BARBRI's written permission, "mirror" any Course Material contained in the Course or any other server. Under this Agreement, you may not use the Services for any unlawful or prohibited purpose. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment. You may not attempt to gain unauthorized access to the Services through hacking, password mining, or any other means. BARBRI reserves the right, in its sole discretion, to terminate your access to the Services, or any portion thereof, at any time, for any reason, or no reason at all, without prior notice or any notice.

Except as BARBRI expressly permits, you may not copy, modify, reproduce, distribute, publish, transmit, display, perform, reverse engineer, create derivative works from, scrape, data-mine, resell, share credentials for, or otherwise exploit any Course Materials or the Services.

The NextGen UBE questions and answers ("NCBE Content") provided in the BARBRI or AdaptiBar website, digitally, or electronically are copyrighted by the National Conference of Bar Examiners ("NCBE"). You are permitted to view the NCBE Content for your personal and non-commercial use only. You are not permitted to copy, modify, reproduce, post, disclose, or distribute any of the NCBE Content in whole or in part. Any unauthorized use of the NCBE Content is a violation of NCBE's rights and could subject you and others who are involved to criminal and civil penalties.

No AI Training. You may not, at any time, upload, import, copy, scrape, extract, submit, prompt with, or otherwise transmit, share, or use any BARBRI Content or Usage Data in connection with any AI Tools that are not hosted by BARBRI, including for training, fine-tuning, retrieval, benchmarking, prompt engineering, evaluation, generation, or any other development or operational purpose, unless BARBRI has given you express written permission or expressly directed you to do so.

You must strictly comply with this prohibition and with any directions BARBRI gives regarding any BARBRI-hosted AI functionality. For clarity, you may not use BARBRI outlines, questions, videos, grader comments, model answers, analytics, your usage history, or other Course-derived data to train or improve any third-party AI tool, build any competing dataset or model, or generate derivative study content for distribution.

Nothing in this Section prohibits BARBRI from using personal data, Usage Data, de-identified data, or Course-interaction data internally, including in connection with BARBRI-hosted AI-enabled features, analytics, personalization, quality assurance, product improvement, safety, and support, in each case as described in BARBRI's Privacy Policy. Your rights and BARBRI's practices regarding personal data remain subject to the Privacy Policy and applicable law.

17. User Conduct

Users agree to maintain professional, respectful behavior toward instructors, presenters, graders, staff, peers, and colleagues, and to comply with all course policies and applicable laws throughout the use of services. BARBRI may suspend or terminate access, without refund except as required by law, for conduct that is unlawful, dishonest, abusive, threatening, harassing, discriminatory, fraudulent, disruptive, academically dishonest, or otherwise inconsistent with this Agreement or BARBRI's policies.

BARBRI provides the Services for your personal, educational, and non-commercial use only. You agree that Your Content does not include any libelous, defamatory, or otherwise unlawful material or violate or infringe upon the rights of any third party, including but not limited to any and all copyright, trademark, privacy, publicity, or other personal or proprietary rights.

Additionally, you represent and warrant that you will not visit or use the Services to:

- publish, upload, display, transmit, or otherwise make available:
 - any of Your Content that BARBRI may reasonably deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, false, invasive of privacy or publicity rights, hateful, discriminatory, defamatory, or racially, ethnically, or otherwise (similarly) objectionable;
 - any of Your Content that would constitute, encourage, or provide instructions for a criminal offense or violate the rights of any party or that would otherwise create liability or violate any local, state, national, or international law;
 - any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation;
 - any material that contains software viruses or any other computer code, files, or Courses designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment;
 - any of Your Content that BARBRI may reasonably deem to be objectionable, that restricts or inhibits any other person from using or enjoying the Course, or that may expose BARBRI or Course users to any harm or liability of any type;

- reproduce, duplicate, copy, sell, resell or exploit any portion of the Services
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the Services;
- obtain email addresses or other contact information of any individual from the Course to send unsolicited emails or other unsolicited communications for commercial purposes or unrelated to your participation in the Services;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the Services;
- use BARBRI's name, trademarks, server or other materials in connection with, or to transmit, any unsolicited communications or emails;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity; or
- use or attempt to use another's account, service, or system without authorization from BARBRI or create a false identity on the Services.

You are solely responsible for your interactions with any other individuals who visit or use the Services and for resolving any disputes that may arise from those interactions. Notwithstanding the foregoing, BARBRI reserves the right to monitor disputes between you and any other individual who visits or uses the Services and to take any action that they, in their sole discretion, deem necessary up to and including termination of an individual's access to and use of the Services. In meetings and sharing information in connection with the use of the Services, participants are free to use the information received, but neither the identity nor the affiliation of the speaker(s), nor that of any other participant, may be revealed.

18. Intellectual Property Rights

Trademarks, logos, and service marks displayed or otherwise used on the Course, including, but not limited to, "BARBRI" (collectively the "Intellectual Property"), are registered trademarks of BARBRI. Our Intellectual Property is protected by law. All rights in the Intellectual Property are reserved to BARBRI, the University, or their licensors, affiliates, principals, or partners. Nothing contained on the Course should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Intellectual Property displayed on the Course without the written permission of BARBRI or the third party that may own the Intellectual Property displayed on the Course. Your misuse of the Intellectual Property displayed on the Course is strictly prohibited.

BARBRI Material and/or Content means all courses, material and information created, developed, authored, conceived, used, and/or delivered by BARBRI, including all materials and information created, developed, authored, conceived, used, and/or delivered in connection to a BARBRI product of service, whether such materials and information are created, developed, authored, conceived, and/or delivered directly or indirectly through BARBRI (such as a speaker at a bar exam session), or otherwise provided by BARBRI. You acknowledge and agree that nothing in these terms and conditions and/or the Enrollment Agreement or other Agreement gives or allows you to retain any rights whatsoever in any Intellectual Property or any other property of BARBRI, including all BARBRI-created courses, BARBRI Material, and Content.

19. Notice of Copyright Infringement

We respect the rights of all copyright holders, and we have adopted and implemented a policy that provides for the termination in appropriate circumstances of users who infringe the rights of copyright

holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our designated copyright agent with the following information:

- identification of the copyrighted work claimed to have been infringed, or, if a single notification covers multiple copyrighted works at a single online site, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact the complaining party;
- a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our copyright agent for notice of claims of infringement is:

BARBRI, Inc.
ATTN: Legal Department
12222 Merit Drive, Suite 1340 Dallas, Texas 75251
legal@barbri.com

This contact information is only for suspected copyright infringement. We will remove any content that infringes upon the copyright of any person under the laws of the United States upon receipt of such a statement (or any statement in conformance with 17 U.S.C. § 512(c)(3)) and will terminate the access privileges of those who repeatedly infringe on the copyright of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

20. Privacy and Data Collection; AI Features

BARBRI's Privacy Policy governs BARBRI's collection, use, disclosure, and other processing of personal data in connection with the Course and Services. By enrolling, you acknowledge that BARBRI may collect and process information relating to your enrollment, progress, assessment responses, interactions with Course Materials, use of coaching or grading services, and interactions with BARBRI-hosted AI-enabled features, as described in the Privacy Policy.

BARBRI may use tracking technologies, analytics tools, and AI-enabled functionality in the platform for educational delivery, personalization, platform support, analytics, fraud prevention, marketing, where permitted, and product improvement, subject to the Privacy Policy and applicable law. BARBRI will not promise any data practices under this Agreement that conflict with the Privacy Policy actually in effect.

21. Employer and University Progress Data Sharing

If you enroll through an employer-sponsored program, law firm partnership, university affiliation, or if you authorize BARBRI to bill your employer or educational institution, you consent to BARBRI sharing your course progress data, completion metrics, assessment results, and related performance information with that employer or educational institution.

Course progress data shared may include, but is not limited to:

- Login activity and time spent in the Course
- Completion percentages for lessons, assignments, and practice exams
- Assessment scores and performance analytics
- Progress benchmarks and milestone completion status
- Engagement metrics and study plan adherence

BARBRI may share this data periodically throughout your enrollment or upon request from the sponsoring employer or institution. If you do not want BARBRI to share your progress data with your employer or institution, you may decline at any time during your Course by contacting BARBRI at privacy@barbri.com.

All data sharing is subject to BARBRI's Privacy Policy and applicable data protection laws. BARBRI will not share your data with third parties other than your identified employer or educational institution without your separate consent, except as required by law or as described in the Privacy Policy.

22. Disclaimers

BARBRI MAY UPDATE, MODIFY, OR DISCONTINUE FEATURES WITHOUT MATERIALLY DIMINISHING CORE FUNCTIONALITY AT ITS SOLE DISCRETION AND WITHOUT NOTICE.

BARBRI will host and provide the Course using a commercially reasonable level of skill and care. That said, THE SERVICES AND ANY INFORMATION, PRODUCTS, OR SERVICES THEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BARBRI DOES NOT WARRANT AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE SERVICES, INFORMATION OBTAINED FROM THE SERVICES OR LINK TO THE SERVICES. BARBRI DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, BARBRI DOES NOT WARRANT THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SERVICES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE SERVICES WILL BE CORRECTED.

23. No Bar-Exam Outcome Guarantee. BARBRI does not guarantee that you will pass any bar exam, achieve any score, obtain admission in any jurisdiction, or obtain any employment or professional outcome. Bar-exam results depend on many factors outside BARBRI's control, including your own effort, preparation, test-day performance, the policies and grading practices of the relevant exam authorities, scaling methodologies, eligibility determinations, and jurisdiction-specific rules.

BARBRI does not warrant that the Course will operate uninterrupted or error-free, that defects will be corrected, or that the Course is free from viruses or other harmful components. Your access to and use of the Course and Services is at your own risk.

24. Limitation of Liability

Except to the extent prohibited by law, BARBRI will not be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages arising out of or related to this Agreement, the Course, any Supplement, any Service, any data loss, your inability to access or use the Course, your reliance on Course information, or any third-party product or service accessed through the Course.

Except to the extent prohibited by law, BARBRI's total cumulative liability arising out of or related to this Agreement or your use of the Course or Services will not exceed twenty U.S. dollars (\$20). Nothing in this Agreement excludes or limits liability to the extent such exclusion or limitation is not permitted by law. You acknowledge that the disclaimers and limitations in this Agreement reflect a reasonable allocation of risk; however, some jurisdictions may limit the enforceability of liability caps or exclusions for certain kinds of claims.

25. Indemnification

You agree to indemnify, defend, and hold harmless BARBRI and its affiliates, officers, agents, employees, and assignees from third-party claims, liabilities, damages, judgments, losses, costs, and expenses, including reasonable attorneys' fees, to the extent arising out of or relating to: (a) your use or attempted use of the Course or Services in violation of this Agreement, (b) your violation of law or third-party rights, (c) content or information you submit or make available through the Course, or (d) your breach of this Agreement.

26. Governing Law

Texas law governs this Agreement, without regard to conflict-of-law principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Subject to Section 26, you consent to jurisdiction and venue in Dallas County, Texas, for court proceedings permitted under this Agreement, although mandatory consumer law in your state of residence may affect the enforceability of forum-selection language for certain claims.

27. Arbitration and Class Action Waiver

To the fullest extent permitted by law, all disputes, claims, and causes of action arising out of or relating to this Agreement, the Course, or the Services will be resolved by binding arbitration in Dallas, Texas, administered by the American Arbitration Association under its Consumer Arbitration Rules. You waive any right to a jury trial and agree that disputes will be resolved only on an individual basis and not as a class, collective, coordinated, consolidated, or representative action, except where applicable law does not permit such a waiver.

Any arbitration award will be limited to actual damages and attorneys' fees to the extent permitted by law, and any demand for arbitration must be filed within one (1) year after the claim arises to the extent that the limitations period is enforceable under applicable law. BARBRI would not offer the Course on the same terms without this arbitration provision, but some states may restrict aspects of pre-dispute arbitration clauses in consumer contracts.

28. Amendments; Entire Agreement; Severability

This Agreement supersedes prior oral or written agreements relating to the same enrollment and constitutes the entire agreement between you and BARBRI regarding that enrollment, except for any separate terms applicable to third-party Supplements you choose to access, employer billing arrangements, applicable order-specific terms, and any state-specific notices that apply to you. No oral modification is binding.

BARBRI may update this Agreement prospectively for future enrollments, new products, legal compliance, operational changes, or additional features. Material changes to an existing enrollment

will not apply retroactively to already-purchased rights except as required for legal compliance, platform security, operational necessity, or where otherwise permitted by applicable law and communicated to you.

If any provision of this Agreement is unenforceable, that provision will be limited only to the minimum extent necessary, and the remainder of the Agreement will remain in effect.

29. User Acknowledgments

By enrolling, you acknowledge and agree that:

1. You have read this Agreement in full and had an opportunity to ask questions about it;
2. You are enrolling for your own bar-exam preparation and not on behalf of, or for the benefit of, a competing test-preparation provider;
3. BARBRI will process your data using AI tools integrated into our platform;
4. BARBRI does not guarantee that you will pass any bar exam, achieve a particular score, obtain admission in any jurisdiction, or achieve any employment outcome;
5. Essay-grading scores, comments, and feedback are educational tools only and are not official bar-exam scores or promises of actual exam performance;
6. You meet and will maintain the minimum hardware, software, and internet requirements for your Course;
7. You authorize BARBRI to charge your payment method in accordance with this Agreement until all amounts due are paid;
8. You agree to be bound by this Agreement and any separate terms that apply to third-party Supplements you choose to access;
9. If your enrollment is employer-billed, employer-sponsored, reimbursed, university-subsidized, scholarship-supported, or otherwise connected to a law school, university, employer, law firm, or other sponsoring or affiliated institution, BARBRI may share your enrollment status, course participation, progress, completion data, assessment results, and related performance analytics with that sponsoring or affiliated organization, as described in this Agreement and the Privacy Policy. If you are self-paying and your university or other institution requests access to your data, BARBRI may request your separate consent before sharing, unless applicable law or an applicable institutional arrangement permits such sharing; and
10. All collection, use, disclosure, and other processing of your personal data and course-related data under this Agreement are subject to BARBRI's Privacy Policy and applicable data protection laws, and except as required by law, authorized by you, or otherwise described in the Privacy Policy, BARBRI will not share your personal data or course-related data with third parties other than your identified employer, law firm, university, or other sponsoring or affiliated institution.

29. State-Specific Notices

Notice to California Residents. Under California Civil Code Section 1789.3, the following consumer rights notice is for California users of BARBRI's Site and Services. If you have a question or complaint regarding our Site and Services, please contact us by writing to BARBRI, Inc. 12222 Merit Dr., Ste 1340, Dallas, TX 75251; or by email to legal@barbri.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, by telephone at 916-445-1254 or 800-952-5210, or by email to dca@dca.ca.gov. California residents should also review

BARBRI's [Privacy Policy](#) for information on cookies, online analytics and advertising, and third-party tracking used by BARBRI's Site or through email communications.

Notice to Louisiana Applicants

Payment information: \$150 of your \$295 registration fee is non-refundable. Refunds, if applicable, are issued by check or electronic payment and are subject to the following rules:

1. If, after completing the first 15% of the program, you cancel your enrollment, you will be charged 20% of the total tuition, plus the registration fee.
2. If, after completing the first 25% of the program, you cancel your enrollment, you will be charged 30% of the total tuition, plus the registration fee.
3. If, after completing between 25% and 50% of the program, you cancel your enrollment, you will be charged 55% of the total tuition, plus the registration fee.
4. If, after completing the first 50% of the program, you cancel your enrollment, you will be charged 100% of the total tuition, plus the registration fee. Program completion percentages are computed on a clock-hour basis.

Notice to Nevada Applicants

Modified cancellation and refund terms apply.

For Nevada applicants, cancellation and refund rules include the following:

1. If you cancel before the start of instruction, you will be charged 10% of the total tuition or \$150, whichever is less, unless you received instructional materials, in which case you will also be charged the applicable materials lease deposit and shipping fee(s).
2. If you cancel after the start of instruction and before completing more than 60% of the program, or are expelled before that point, you will be charged the registration fee and a pro rata amount based on the percentage of completion multiplied by the total tuition, plus the applicable materials deposit and shipping fee(s).
3. If, after the start of instruction and prior to completing more than 60% of the program, you cancel your enrollment or are expelled, additional state-law rules may affect the refund calculation; BARBRI's Nevada-specific terms will control to the extent required by law.
4. For Nevada purposes, instruction begins when bar review materials are shipped to you or when you first receive access to any online bar review Course content, whichever occurs first.
5. Job placement is not guaranteed, promised, or implied to graduates, and the entrance requirement is that you must be sitting for the Nevada bar exam.