



US Bar Terms + Conditions (Enrollment Agreement)

This Agreement ("Agreement") governs your enrollment and use of services ("Services") provided by BARBRI, inc., including but not limited to courses, study materials, supplemental services, and any additional subscriptions or services offered by us ("Course," "Supplemental Products," "Services"). By enrolling in the Course or purchasing any Supplemental Products, you ("Student," "You") agree to abide by the following terms and conditions:

1. Enrollment

Upon completing your enrollment and making the necessary payment or payment arrangement, you are granted access to the Course, including the required materials and Services for the duration of your enrollment. All payments must be made in accordance with the specified payment schedule.

2. Payment Terms

You reserve your BARBRI bar review tuition price upon our receipt of your enrollment and an initial payment of \$295. You understand that all payments up to \$295 are non-refundable. To avoid a \$75 late fee, your full balance due (tuition, material deposit, shipping, and tax) 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 you are billing your employer, you authorize BARBRI to charge the credit card on file for the balance due, the printed material deposit, shipping charges, and applicable sales taxes or other applicable fees. Your tuition price will be reserved for up to two years following the date of your graduation from law school. If, through a BARBRI promotion, you secured your BARBRI Bar Review tuition price with a non-refundable registration fee of up to \$295, an additional payment of \$200 is due 60 days after enrollment for 2025 enrollees or by September 1 before your bar review course start date for 2026 and 2027 enrollees. By providing BARBRI with a credit card number, you authorize BARBRI to charge the credit card on file for all charges generated under this agreement until this agreement is terminated.

You are responsible for your payment obligations, and these payments must be received in full by the due date. If you fail to make payment, your online course access will be immediately suspended. If the overdue payment is not made within ten (10) days after the scheduled payment date, a twenty-five dollar (\$25) late fee will be applied to your account. Your online course access will be suspended until BARBRI receives the overdue payment.

3. Cancellation + Refund

You may cancel your enrollment before 12:00 a.m. (CDT) on the fifth business day following the date of this agreement by delivering a written request for cancellation to service@barbri.com and receive a full refund of all payments made less the value of any tech stipend or other promotional items received, if issued as long as printed course materials have not been received, or bar review course online access has not been provided. If your payments are less than the value of any tech stipend or promotional item, if issued, you agree to pay such deficit amount.

Beginning at 12:00 a.m. (CDT) on the fifth business day following the date you enter into this agreement, if printed course materials or bar review course online access has not been provided, you may cancel your enrollment by (i) delivering a written request for cancellation to service@barbri.com. If applicable, you will forfeit any non-refundable registration fee, plus (i) the value of any issued tech stipends. If you were being billed through your employer, and your payments are less than the value of any tech stipend received, you agree to pay such a deficit amount. You authorize BARBRI to charge the applicable amount to the credit card on file and/or commence a collection action against you. However, you may not cancel your enrollment once printed bar review materials have been received or online access has been provided for the bar review course.

4. Access to Course Materials

You will be provided access to the bar review course online materials and, for Premium, Elite, Firm Pass and Firm Pass Plus enrollees, you may request shipping of printed course materials (when available for distribution) and, for Elite, Firm Pass and Firm Pass Plus enrollees, you may request your tech stipend (or similar technology item) for your enrollment period once any of the following requirements are met: (i) your account has been paid in full, or (ii) you have enrolled in a monthly installment payment plan and have at least \$1,000 paid on your account or (iii) you have confirmed employer billing with BARBRI and your employer. If you are an Elite, Firm Pass and Firm Pass Plus enrollee and have met the above requirements for access to materials, you must request shipping of the tech stipend (or similar technology item) no later than January 15 for the February bar exam review course or June 15 for the July bar exam review course; after which, access to the tech stipend (or similar technology item) will expire. Course access is valid through the bar exam date of your original course registration with us, and your access will expire once the bar exam has commenced.

Access is granted only to the enrolled Student and is non-transferable. If purchased, supplemental products will be made available according to the terms specified for each product.

5. Refundable Materials Deposit for Premium, Elite, Firm Pass + Firm Pass Plus

Prior to receiving your printed course materials, you must pay a \$250 refundable printed material deposit plus shipping and handling fees. To receive a refund of your printed material deposit, you must return, at your expense, all your printed bar review course materials to BARBRI no later than 30 days after your jurisdiction's bar exam results are released. BARBRI will refund your printed material deposit within 75 days after receipt of all your printed materials. If you choose to keep any of your printed bar review materials, you forfeit your entire printed material deposit. Printed material deposit refunds can only be made to Students who have paid in full for the bar review course and have paid a printed material deposit. Essentials enrollees are not eligible to receive printed course materials or a refund of a printed material deposit.

6. Course Transfer + Postponement

Eligible Students wishing to change to a different jurisdiction or course session should submit their request via email to service@barbri.com before 12:00 a.m. (CDT) on January 15 for the February exam date or June 15 for the July exam date. If your transfer request is accepted, you may transfer this enrollment, and all payments made only once to a different BARBRI jurisdiction or later session in the same jurisdiction. You will be subject to the recipient jurisdiction's taxes and BARBRI's tuition, terms, and conditions in the recipient jurisdiction. All transfer requests received after January or June 15 will not be accepted or processed by BARBRI. If the request is possible, the Student will be charged a transfer fee of \$75 per request. BARBRI is not obligated to change a Student's original selected course.

7. Upgrades + Downgrades

If you are an Essentials, Premium, or Firm Pass enrollee, you may upgrade at any time by agreeing to pay the tuition in effect at the time of the upgrade for the upgraded package. If you are an Elite or a Premium enrollee and have not received access to online course materials or printed course materials, you may downgrade to Essentials at any time by agreeing to pay the tuition in effect at the time of the downgrade. If you are an Elite enrollee and have not received access to online course materials, you may downgrade to Premium at any time. In the event of any downgrade, Elite enrollees will not be able to return or request a refund or credit for the tech stipend, if received, and will be charged \$500 in addition to the tuition of the new course.

8. Supplemental Products + Services

In addition to the Course, you may have the opportunity to purchase or subscribe to supplemental products or services ("Supplements"), including but not limited to: AdaptiBar MCQ Simulator, AdaptiBar Writing Guide, and Critical Pass MBE flashcards {Supplements}. Access to these Supplements, when applicable, is available starting September 1 for the February exam and March 1 for the July exam. Student eligibility to claim their Supplements will expire two weeks

prior to your BARBRI Bar Review course exam date; those who do not claim or use the Supplements during this time will not be provided access after your BARBRI Bar Review course exam date. BARBRI will only grant access to Students during your BARBRI Bar Review course enrollment dates; this access cannot be postponed or transferred once it is provided by BARBRI. Guarantee and deferral course enrollments will not have any access to any Supplemental materials. These Supplements are subject to separate terms, which will be made available at the time of purchase.

9. BARBRI Guarantee

Essentials. If you take Essentials for the first time for a particular state, complete seventy-five percent (75%) of the BARBRI bar review course and provide proof of sitting for the exam; you may take Essentials for the same state the next time the exam is offered without paying additional tuition. If you do not complete seventy-five percent (75%) of the BARBRI bar review course, or if you do not sit for your exam, you may purchase Essentials for the same state the next time a course is offered for a tuition of \$750.

Premium or Firm Pass. If you take Premium or Firm Pass 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 take Premium for the same state the next time a course is offered without paying additional tuition. If a new edition of printed materials has been released or if you wish to receive a replacement set of materials, you must pay a \$250 refundable material deposit plus shipping and handling fees to enroll in the repeat course. Additional supplements included with the original purchase, where applicable, are not included with the guaranteed purchase.

Elite or Firm Pass Plus. For first-time exam takers who enroll in either our Elite or Firm Pass Plus course, we offer you the following guarantee options should you not pass or sit for that state's bar exam: (a) You are entitled to retake the same-state online Premium Course for the next scheduled exam with no additional tuition payments. In addition, you will receive reimbursement of your exam retake fees up to \$500. This option allows you to continue your preparation for the same jurisdiction without incurring further tuition costs. (b) Alternatively, within two (2) years of your original course enrollment, you may enroll in a Premium Course for a different jurisdiction at no additional cost. The choice between the same-state course retake with exam fee reimbursement or the free course for a second jurisdiction must be exercised by the terms and conditions specified in this agreement and is subject to verification of your original course enrollment, proof of bar exam registration and complete payment of fees along with your previous exam results. BARBRI will issue reimbursement thirty (30) days after all required documents have been received and approved. Additional supplements included with the original purchase, where applicable, are not included with the guaranteed purchase.

10. Technical Requirements

You will be responsible for meeting and maintaining the minimum technical requirements for your computer or tablet to access certain program features. Access to programs may require internet access, for which BARBRI is not responsible.

11. Use of Course Material

The Course contains 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: (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 or has been licensed to you; 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 Course for any unlawful or prohibited purpose. You may not use the Course in any manner that could damage, disable, overburden, or impair the Course or interfere with any other party's use and enjoyment. You may not attempt to gain unauthorized access to the Course through hacking, password mining, or any other means. BARBRI reserves the right, in its sole discretion, to terminate your access to the Course, or any portion thereof, at any time, for any reason, or no reason at all, without prior notice or any notice.

12. Student Conduct

BARBRI provides the Course 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 Course 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 Course
- engage in any unlawful conduct or act in any other manner that could damage, disable, overburden, or impair the Course;
- 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 Course;
- intimidate or harass any individual;
- use automated scripts to collect information from or otherwise interact with the Course;
- 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 Course.

You are solely responsible for your interactions with any other individuals who visit or use the Course and resolving any disputes that might arise due to your interactions. Notwithstanding the foregoing, BARBRI reserves the right to monitor disputes between you and any other individual who visits or uses the Course 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 Course.

13. 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.

14. 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.

15. Privacy + Data Collection

Our Privacy Policy also governs your use of the Course. By agreeing to these Terms, you acknowledge, read, and understand that we will collect, use, and share your personal data as our Privacy Policy outlines.

We may collect and process data related to your use of the Course, including interactions with course materials, assessments, and any AI-powered features used within the platform. We use this data for educational purposes, analytics, and improving the user experience.

- **AI Use:** The Course may utilize artificial intelligence (AI) to provide personalized learning experiences and feedback. By using the Course, you acknowledge and understand that we will process your data using AI tools integrated into the system.
- **Tracking Pixels:** The Course may contain tracking pixels for analytics and marketing purposes. These pixels allow us to collect data about your interactions within the system, which may be used to improve course delivery and marketing campaigns. You acknowledge that these pixels cannot be removed and may continue to collect data during your use of the Course.

16. Disclaimers

BARBRI will host and provide the Course using a commercially reasonable level of skill and care. That said, THE COURSE 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 COURSE, INFORMATION OBTAINED FROM A COURSE OR LINK TO A COURSE.

BARBRI DOES NOT WARRANT THAT THE COURSE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE COURSE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, BARBRI DOES NOT WARRANT THAT (A) THE Course WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE Course WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE Course WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE, OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE Course WILL BE CORRECTED.

BARBRI DOES NOT MAKE ANY REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR THROUGH THE Course, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE Course MAY BE IMPAIRED. BARBRI DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR THE ACCESS OR USE OF THE Course OR ANY INFORMATION OR SERVICES RELATED TO IT.

YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE Course OR ANY INFORMATION OR SERVICES PROVIDED THEREON IS AT YOUR OWN RISK.

17. Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, YOU AGREE THAT BARBRI WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR (OR ANY THIRD PARTY'S) USE OR INABILITY TO USE THE COURSE, DATA LOSS, YOUR PLACEMENT OF CONTENT ON A COURSE, YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, OR ANY OTHER POTENTIAL CLAIMS RELATED TO THE COURSE.

EXCEPT AS PROHIBITED BY LAW, BARBRI WILL NOT HAVE LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA),

ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE COURSE, DATA LOSS, ANY PURCHASES ON THIS COURSE, YOUR PLACEMENT OF CONTENT ON A COURSE, OR YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH THE COURSE, WHETHER BASED IN CONTRACT, TORT, STATUTORY, OR OTHER LAW. BARBRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE COURSE WILL NOT EXCEED TWENTY U.S. DOLLARS (\$20).

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY OUTLINED IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND BARBRI AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS FOR BARBRI'S ABILITY TO MAKE THE COURSE AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.

18. Indemnification

You agree to indemnify, defend, and hold harmless BARBRI and its affiliates, officers, agents, employees, and assignees from any and all claims, liabilities, expenses, and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of: (a) your use or attempted use of the Course or any content contained therein; (b) your violation of any law or rights of any third party, (c) information or content that you post or otherwise make available on the Course, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights, and (d) any act or omission by you which is a breach of your obligations under this Agreement.

You will have the right to defend and compromise such claim at your expense for the benefit of BARBRI; provided, however, you will not have the right to obligate BARBRI in any respect in connection with any such settlement without the written consent of BARBRI. Notwithstanding the foregoing, if you fail to assume your obligation to defend, BARBRI may do so to protect their interests, and you will reimburse all costs incurred by BARBRI in connection with such defense.

19. Governing Law

The laws of Texas govern these Terms, and any disputes arising under these Terms will be resolved in Dallas County, Texas. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

Please note that by agreeing to these Terms, you are: (a) waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; (b) irrevocably consenting to the exclusive jurisdiction of and venue in, state or federal courts in the state of Texas over any disputes or claims you have with us; and (z) submitting yourself to the personal

jurisdiction of courts and arbitration located in the state of Texas to resolve any such disputes or claims.

20. Arbitration + Class Action Waiver

ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE LICENSE GRANTED BY BARBRI TO YOU HEREUNDER OR THIS AGREEMENT (EACH A "DISPUTE") SHALL BE SETTLED BY ARBITRATION IN DALLAS, TEXAS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO A TRIAL BY JURY REGARDING ANY DISPUTE. YOU UNDERSTAND THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE THAT BARBRI MAY ENFORCE.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO A PUNITIVE OR EXEMPLARY DAMAGES AWARD. ANY ARBITRATION AWARD SHALL BE LIMITED TO ACTUAL DAMAGES AND ATTORNEYS' FEES.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ANY FORM OF CLASS ARBITRATION. YOUR DISPUTE SHALL BE RESOLVED INDIVIDUALLY AND SHALL NOT BE CONSOLIDATED WITH ANY OTHER CLAIM OF ANY OTHER PERSON OR ENTITY.

YOU AGREE AND ACKNOWLEDGE THAT YOU MUST INITIATE ANY DISPUTE BY FILING A PROPER DEMAND FOR ARBITRATION WITHIN ONE YEAR OF THE DATE OF YOUR USE OF THE COURSE AND THAT YOU CAN BRING NO DISPUTE AFTER THAT TIME.

JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. JURISDICTION FOR ANY APPEAL OF AN ARBITRATION AWARD IS APPROPRIATE ONLY IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS.

YOU AGREE AND ACKNOWLEDGE THAT ANY DISPUTE, INCLUDING THE FACTS AND OUTCOME OF ARBITRATION, IS STRICTLY CONFIDENTIAL. YOU ALSO AGREE AND ACKNOWLEDGE THAT ANY ARBITRATOR MUST AGREE TO THE SAME STRICT CONFIDENTIALITY.

YOU AGREE AND ACKNOWLEDGE THAT BARBRI WOULD NOT PERMIT THE USE OF ITS COURSE ABSENT YOUR AGREEMENT TO ARBITRATE AND WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.

12. Amendments to the Agreement

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. Any change or modification must be in writing and agreed to by both parties. If any provision of this Agreement is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

Your continued use of the Course will constitute acceptance that (1) you have read this Agreement in their entirety, including any and all related links, (2) you acknowledge that you have enrolled with BARBRI for the sole purpose of test preparation and not at the direction of, or for the benefit of, any test preparation competitor; (3) you understand that BARBRI services do not guarantee acceptance to any school or legal program (4) you have read and agree to maintain the minimum hardware specifications required to access your program (5) you authorize BARBRI representatives to charge your credit card in accordance with the amounts and schedule you agreed to until your tuition payment is complete; (6) you understand and agree to be bound by this agreement.

Notice to Louisiana applicants. Payment information: \$150 of your \$295 registration fee is non-refundable. Refunds: Refunds, if applicable, are issued in the form of a check or electronic payment and according to the conditions below:

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. Percentages of the program completion are to be computed based on clock hour.

Notice to Nevada applicants. Modified cancellation and refund terms apply. View at BARBRI.com/terms-of-use.

Review of agreement: By entering this Agreement, you acknowledge that you reviewed each section of the Agreement and have been provided an opportunity to ask questions. Cancellation of enrollment: you may cancel your enrollment by submitting a written request for cancellation to the BARBRI office administering your course. At your own expense, you must return all materials received from BARBRI. Refunds: Refunds, if applicable, are issued in the form of a check or electronic payment and according to the conditions below:

1. If before the start of instruction, you cancel your enrollment, you will be charged 10% of total, whichever is less, unless you received instructional materials, in which case, you will be charged the applicable materials lease deposit and shipping fee(s).

2. If after the start of instruction and prior to completing more than 60% of the program, you cancel your enrollment or are expelled, you will be charged the registration fee identified in paragraph A and a pro-rata amount based on the percentage of completion times the total tuition amount plus the applicable materials deposit and shipping fee(s). If, after the start of instruction and prior to completing more than 60% of the program, you cancel your enrollment or are expelled, you will be charged the total amount of the program and may not be entitled to any refund. For this section's purposes, instruction begins when bar review materials are shipped to you or when you first have access to any online bar review course content, whichever occurs first. Job placement: Job placement is not guaranteed, promised, or implied to graduates. Entrance requirements: you must be sitting for the Nevada bar exam.
