

TERMS OF USE

This TERMS OF USE AGREEMENT (this "Agreement") sets forth the terms and conditions under which individuals residing in the United States may use the PCG Scholar website (the "Site"), a service provided by Public Consulting Group LLC ("PCG").

Please read this Agreement and the PCG Scholar Privacy Policy carefully before using the Site. By using the Site, you agree to be bound by all terms of this Agreement and by the PCG Scholar Privacy Policy.

This Agreement is subject to change at any time. When changes are made, the "Last Updated" date at the top of this Agreement will be updated. You agree to be bound by any changes to this Agreement if you continue to use the Site after the changes become effective.

- A. Site Description: If you are a parent or guardian, you may use the Site to submit applications on behalf of your child or ward to receive reimbursement for the tuition you pay to private school for your child. If you are associated with a private school, you may use the Site to submit annual statements and invoices to the State of Oklahoma for tuition reimbursement. The Site is not intended for use by children, and PCG does not knowingly collect information from children under 13 years of age.
- B. Site Ownership: The Site including all of its contents is owned by PCG and is protected by intellectual property law. Your use of the Site does not give you any ownership interest in the Site or any of its contents. PCG will provide you with a personal, non-transferrable, and non-exclusive account to enable you to access and use the Site in accordance with this Agreement.
- C. Your Data: When using the Site, you must provide accurate and complete registration information, including, without limitation, your legal name, entity affiliation, address, email address, and telephone number. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of any and all data that you submit to the Site.
- D. Content Generated by You: PCG may, but is not obligated to, provide you with the ability to generate content by submitting content to the Site, including submitting comments to the Site and/or responding to comments that are submitted by others and posted on the Site. You should not submit information that you consider confidential. You are prohibited from submitting to this Site: (1) any information that in the opinion of PCG is false, defamatory, obscene, violent, threatening, pornographic, racist, hateful, or otherwise objectionable; (2) any information that is subject to the copyright of a third party and not "fair use;" or (3) any information that could give rise to civil or criminal liability. PCG reserves the right to review your comments prior to posting, and to exclude any comment for any reason or no reason, at PCG's sole discretion. PCG also reserves to right to remove from the Site any of your posted comments, or to terminate

your ability to submit comments to the Site, at any time for any reason or no reason, at PCG's sole discretion. PCG disclaims any liability related to any content generated by you, whether such liability arises under the laws of copyright, trademark, libel, privacy, obscenity, or any other law.

- E. PCG's Use of Your Information: When using the Site, you grant PCG a limited license to use data about you and about how you use the Site to ensure that the Site is functioning properly. In addition, PCG may aggregate and de-identify your data for use in PCG's internal marketing, business development, and analytical purposes.

- F. Termination by PCG: PCG reserves the right to suspend or terminate your access to the Site immediately and without notice, if you violate any of the requirements of this Agreement. In such cases, in addition to terminating your access to the Site, PCG reserves the right to take appropriate legal action, including without limitation, notice, or liability, pursuing civil, criminal, and injunctive redress. If PCG terminates or suspends your access to the Site, you are prohibited from creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of such third party.

- G. Termination by You: As set forth above, this Agreement becomes effective upon your first use of the Site. You may terminate this Agreement for any reason by giving 30 days' prior written notice to PCG at the address provided below.

- H. Rules for Conduct: You are solely responsible for any and all acts and omissions that occur under your account or password. You agree to keep your username and password confidential. You also agree not to engage in any unacceptable use of the Site, which includes, without limitation, the following:
 - 1. You may not access or use the Site for any other purpose other than those for which PCG makes it available.
 - 2. You may not use the Site in connection with any commercial endeavor.
 - 3. You may not sell, market, rent, sub-license, or license any aspect of the Site or PCG's intellectual property.
 - 4. You may not decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Site in whole or in part, for competitive purposes, or otherwise.
 - 5. You may not allow access to, provide, divulge, or make available the site to any person other than those who have licenses to access the Site.
 - 6. You may not write or develop any derivative works based upon the Site.
 - 7. You may not modify, adapt, translate, or otherwise make any changes to the Site or any part thereof;
 - 8. You may not use the Site to provide processing services to third parties, or otherwise use the same on a "service bureau" basis.

9. You may not disclose or publish performance or capacity statistics, or the results of any benchmark test performed on the Site.
10. You may not remove from the Site identification, patent, copyright, trademark, or other notices;
11. You may not circumvent or disable, or attempt to circumvent or disable, any of the Site's security devices, functionality, or features.
12. You may not use the Site in any manner that violates applicable law, rule, or regulation or that facilitates the violation of any law or regulation.
13. You may not use the Site to disseminate, store, or transmit unsolicited messages, chain letters, or unsolicited commercial email.
14. You may not use the Site to disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or abusive.
15. You may not use the Site to disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person.
16. When using the Site, you may not create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication.
17. You may not export, re-export, or permit downloading of any Site content in violation of any export or import law, regulation, or restriction of the United States and its agencies or authorities, or without all required approvals, licenses, or exemptions.
18. You may not interfere with, disrupt, or gain unauthorized access to other accounts on the Site or any other computer network, or attempt to do so.
19. You may not use the Site to disseminate, store, or transmit viruses, Trojan horses, or any other malicious code or program.
20. You may not use the Site to engage in any other activity deemed by PCG to be in conflict with the spirit or intent of this Agreement.

Violation of any of these provisions is cause for PCG to suspend and/or terminate your access to the Site immediately and without notice.

I. Third-Party Sites and Content.

1. The Site may contain links to other websites ("Third-Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Sites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by PCG, and PCG is not responsible for any Third-Party Sites accessed through the Site,

including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Sites or any Third-Party Content.

2. If you decide to leave the Site and access any Third-Party Site or to use or install any Third-Party Content, you do so at your own risk and you should be aware that PCG's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases or other transactions that you make through Third-Party Sites will be through other websites and from other companies, and PCG takes no responsibility whatsoever in relation to such purchases or other transactions which are exclusively between you and the applicable third party.
3. Other web sites may link to the Site, on the condition that the linking site notify the Site Administrator in advance, before the link is established. The linking site must not remove or obscure PCG proprietary notices, must not "frame" the Site or otherwise suggest that the content is not the property of PCG, and must not contain material that is illegal or that is offensive in the sole judgment of PCG. The link must be removed immediately and without objection upon PCG's request, which may be for any reason or for no reason.

J. Security. You agree to bear all responsibility for the confidentiality of your username and password and all use or charges incurred from any use of the Site with your username and password. You are solely responsible for any authorized or unauthorized access to your account by any person. PCG will have no liability for any loss or damage arising from your failure to comply with these requirements.

K. Privacy. PCG respects your privacy. PCG will not monitor, edit, or disclose any personal information about you or your account, including its contents or your use of the Site, without your prior consent unless PCG has a good faith belief that such action is necessary to:

1. Comply with legal process or other legal requirements of any governmental authority;
2. Protect and defend the rights or property of PCG;
3. Enforce this Agreement;
4. Protect the interests of other users of the Site; or
5. Operate or conduct maintenance and repair of PCG's services or equipment, including the Site, as authorized by law.

PCG reserves the right to provide certain information collected from and related to you, deidentified and in aggregate form, to third parties, including without limitation, in consideration for compensation.

L. Availability of the Site. You understand that from time to time the Site may be inaccessible or inoperable for any reason and without notice, including, but not limited to, for equipment malfunctions; for periodic

maintenance or repair procedures; or because of causes beyond the control of PCG or which are not reasonably foreseeable by PCG.

M. Necessary Equipment. You are solely responsible for providing and maintaining all necessary hardware, software, electrical, and other physical requirements for your use of the Site, including, without limitation, telecommunications and internet access connections and links, web browsers, or other equipment, programs, and services required to access and use the Site, and for ensuring that such resources are compatible with the Site.

N. Disclaimer of Warranties.

THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SITE IS AT YOUR SOLE RISK. PCG DOES NOT WARRANT THAT THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS OR THAT IT IS ERROR FREE, NOR DOES PCG MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE.

YOU ACKNOWLEDGE THAT PCG DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, BUT NOT LIMITED, TO THE INTERNET, AND THAT COMMUNICATIONS THROUGH THE SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

PCG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE, IN RELATION TO THE SITE.

O. Limitation of Liability.

PCG SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF PCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY MATTER ARISING FROM OR RELATING TO:

- 1. THIS AGREEMENT, THE SITE, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, YOUR USE OF OR INABILITY TO USE THE SITE;**
- 2. ANY CHANGES TO THE SITE;**
- 3. UNAVAILABILITY OF THE SITE;**
- 4. DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA;**

5. ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED;
6. ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SITE; OR
7. ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE,

WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL PCG'S TOTAL LIABILITY FOR DAMAGES EXCEED \$5,000. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH PARAGRAPH F ABOVE.

- P. Indemnification. You agree to indemnify, hold harmless, and defend PCG, its shareholders, directors, officers, employees, and agents from and against any action, cause, claim, damage, debt, demand, or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to (1) your use of the Site, including any data, work or communications transmitted or received by you; and (2) any violation of this Agreement.
- Q. Waiver of Unknown Claims. If you are a California Resident, you waive all rights under Civil Code Section 1542 by entering into this Agreement. Civil Code Section 1542 states: "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- R. Miscellaneous.
1. Assignment. You may not assign any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of PCG. Any attempt by you to assign your rights or obligations under this Agreement in breach of this Paragraph shall be void and of no effect.
 2. Governing Law and Limitations of Actions: This Agreement and the legal relationship between you and PCG shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. You agree not to commence or prosecute any action in connection with this Agreement or your use of the Site other than in the state and federal courts located in Suffolk County, Commonwealth of Massachusetts; you consent to personal jurisdiction in such state and federal courts; and you waive all defenses of lack of personal jurisdiction and forum non conveniens in such state and federal courts. You agree to institute any claim, action or proceeding in any way related to this Agreement or your use of the Site no later than two (2) years after the cause of action first arose.

3. Construction. This Agreement shall not be construed in favor of or against either you or PCG by reason of authorship. The headings to the sections of this Agreement are included for convenience only and shall not affect the interpretation of this Agreement.
4. No Waiver. PCG's waiver of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.
5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, or, to the extent permitted by applicable law, such invalid or unenforceable paragraph shall be replaced with another paragraph as similar in terms as may be possible and as may be legal, valid, and enforceable.
6. Force Majeure. PCG shall not be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of PCG. PCG agrees to give you notice promptly following the occurrence of a force majeure event, and to use diligent efforts to recommence performance as promptly as commercially practicable.
7. Agency. PCG, you, and your respective personnel, if any, are and shall be independent actors and shall not, by virtue of this Agreement, have any right, power, or authority to act or create any obligation, express or implied, on behalf of any of the others.
8. Communication. If you have any questions about this Agreement or wish to terminate it, you may contact PCG at:

Website Administrator

This website is administered by PCG's webmaster. The webmaster can be contacted by email at info@publicconsultinggroup.com or by regular mail at

Website Administrator
Public Consulting Group, Inc.
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