

ACCEPTANCE OF TERMS

By using the Catholic Virtual website or any of its affiliated websites (collectively, the "CV Site" or "CV Sites"), you (hereinafter referred to as the "User" or "Users") agree to all terms, conditions, and notices contained or referenced in these Terms of Use ("Terms"). These Terms apply to your use of the CV Sites and all materials, information, software, content, products, and services that are owned or licensed by CV International Academy ("CV")¹ and included in, or available through the CV Sites (collectively, "CV Content"), and included in, or available through, the CV Sites, as well as any content owned or licensed by a third party content provider that is included in, or available through the CV Site with that third party's permission ("Third-Party Content") (CV Content and Third Party Content collectively, the "Content"). If the User is a minor, the parent or legal guardian of such minor shall be responsible for the minor's compliance with these Terms.

Any Third-Party Content uploaded or otherwise made available by a third party is and remains the sole property of the third party or the third-party licensors. By uploading or otherwise making available any Third Party Content, you automatically grant and/or warrant that the owner has granted CV, the perpetual royalty-free, non-exclusive right and license to use, reproduce, publish, distribute, display, and transmit the Third-Party Content through the channel into which you have uploaded or authorized CV to upload the Third-Party Content. The Third Party also permits any User of the CV Sites with access to that information, subject to your restrictions, to access, view, store, and reproduce the Third-Party Content to the same extent permitted herein. To the extent provided for in the specific terms of the governing agreement between CV and the third party, Third-Party Content may be removed, obscured, altered or modified by the third party, subject to the terms and conditions set forth herein with respect to the use of the CV Sites.

CV reserves the right to change the Terms of Use at any time. If we make any material changes to the Terms of Use, we will post any revised Terms of Use on the CV Sites. The most current version is always available by clicking on the "Terms of Use" link located at the bottom of the CV Sites home page. Any changes to our Terms will become effective upon posting of the revised Terms of Use. **BY USING**

¹ Catholic Virtual is owned and operated by Hudson Global Scholars, LLC, a Delaware limited liability company (also registered as a foreign limited liability company in Florida and Maryland)

ANY OF THE SITES, YOU AGREE TO THE TERMS OF USE IN EFFECT AT THE TIME OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, PLEASE DO NOT USE ANY OF THE CATHOLIC VIRTUAL SITES.

PERMITTED USE

The CV Sites are to be used for the purpose of accessing the education program information by or for the benefit of the User. CV grants the User the non-exclusive, non-transferable, limited license to access, visit, use, view, and print the Content, solely for the User's own personal non-commercial use in connection with such education program, provided the User keeps intact all copyright and other proprietary notices. Use of the Content or materials for any purpose not expressly permitted in these Terms is prohibited.

Users may not: (1) remove, obscure, or alter the Content in any way except as agreed to in writing by CV; (2) use CV Sites in any manner that could damage, disable, overburden, or impair any CV server or the network(s) connected to any CV server, or interfere with any other party's use and enjoyment of CV Sites; (3) gain or attempt to gain unauthorized access to any accounts, computer systems, or networks connected to any CV server through hacking, password mining, or any other means; or (4) obtain or attempt to obtain any materials or information through any means not intentionally made available through CV Sites.

LINKS

The CV Sites may contain links to other websites or other resources that are provided for the User's convenience. Unless otherwise noted, these linked sites are not under the control of CV and CV is not responsible for the content available on third-party-linked sites. CV makes no representations, warranties, or other commitments whatsoever about any third-party websites or third-party resources that may be referenced, accessible from, or linked to CV Sites. A link to a website does not mean that CV endorses the content, the website owner or use of such website. In addition, CV is not a party to or responsible for any transactions the User may enter into with third parties, even if the User learns of such parties (or uses a link to such parties) from the CV Sites. Accordingly, the User acknowledges and agrees that CV is not responsible for the availability of such external websites or resources, except where specifically contracted for, and is not responsible or



liable for any content, services, products, or other materials on or available from those websites or resources.

PRIVACY

The User understands and agrees that your use of the CV Sites is also subject to the CV [Privacy Policy](#) which is part of these Terms.

PROPRIETARY RIGHTS

The User acknowledges and agrees that certain of the information available on the CV Sites are protected by various copyrights, trademarks, service marks, patents, trade secrets, or other intellectual property rights and laws and may only be used as permitted by law and with the permission of the owner. Except as expressly authorized by CV, Users may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from or otherwise exploit the CV Content or features in CV Sites in any form or medium. Users are fully responsible for their own use and for ensuring such use does not infringe on the rights of CV or third parties. Any unauthorized use of the CV Sites may result in legal action.

TRADEMARKS

CV Sites contain trademarks and service marks of CV and of third parties. These marks may not be used without the express written consent of CV and/or the third party, if applicable. Any use of any CV trademarks and service marks without such consents are strictly prohibited.

COPYRIGHT INFRINGEMENT

Content is owned or controlled by CV or the third party credited as the provider of the Content, and its contents may not be copied, reproduced, distributed or modified in any way without the express written consent of CV. If you have any copyright concerns about any materials posted on CV Sites by others, please let us know. CV complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. 512). Unless otherwise stated in any specific DMCA designation provided by CV, please provide us with written



notice ("Notice") by contacting our Designated Agent at Support@HudsonGlobalScholars.com.

EXPORT CONTROL

CV controls and operates the CV Sites from its headquarters in the United States and makes no representation that the Content is appropriate or available for use in other locations. If the User uses the CV Sites from other locations, the User is responsible for compliance with applicable state and federal laws, including, but not limited to, export and import control laws and regulations of the United States. No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or connecting to CV Sites you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

WARRANTY AND OTHER DISCLAIMERS

CV is committed to ensuring the accuracy of all information included in CV Sites, subject to the following limitations: (1) CV will use reasonable efforts to keep the information current and to ensure the accuracy or completeness of materials available through the CV Sites. However, materials available through the CV Sites are not promised or guaranteed to be correct, current, or complete, and may contain inaccuracies or typographical errors; (2) the User acknowledges that CV is not liable for the conduct of any party using the CV Sites or for any defamatory, offensive, infringing, or illegal materials contained on CV Sites, and CV reserves the right to correct any errors or omissions and remove any materials from CV Sites at its sole discretion and without liability of any kind.

DISCLAIMER OF WARRANTY

Use of the Catholic Virtual sites are at the user's sole risk. All materials, information, products, software, programs, and services are provided "as is," with no warranties or guarantees whatsoever. Catholic virtual expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability,



fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, Catholic Virtual makes no warranties or guarantees that the Catholic Virtual site will be uninterrupted, timely, secure, or error-free. The user understands and agrees that if the user downloads or otherwise obtains materials, information, products, software, programs, or services, the user does so at the user's own discretion and risk and that user will be solely responsible for any damages that may result, including loss of data or damage to the user's computer system. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to the user.

LIMITATION OF LIABILITY

Under no circumstances will Catholic Virtual be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of or inability to use the Catholic Virtual site or any communication service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Catholic Virtual has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, Catholic Virtual's liability in such jurisdictions shall be limited to the extent permitted by law.

RELEASE

The user hereby releases and forever discharges Catholic Virtual, its affiliates, employees, contractors, officers and directors, agents, successors, and assigns ("released parties"), from all actions, causes of action, injuries, claims, damages, costs, or expenses of any kind growing out of or related to the user or user's minor child(ren)'s use of the Catholic Virtual sites. The user understands that this is a full and complete release to the maximum extent allowed by law of all claims and damages to which you or your minor child(ren) may have as a result of his or her use of the Catholic Virtual sites regardless of the specific cause thereof.

INDEMNIFICATION

Upon request by CV, the User agrees to defend, indemnify, and hold harmless CV and its affiliates, employees, contractors, officers, directors, third-party content providers and licensors from all liabilities, claims, and expenses, including attorney's fees, which arise from the User's use or misuse of the CV Sites, or



Content. CV reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with CV in asserting any available defenses.

GOVERNING LAW

The use of the CV Sites shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules. The User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the User's use of the CV Sites shall be filed only in the state or federal courts located in the State of Maryland, and the User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

SEVERABILITY AND INTEGRATION

Except for other agreements signed by the User with CV, these Terms constitute the entire agreement between the User and CV with respect to use of the CV Sites. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

TERMINATION OF USE

If the User violates these Terms, the User may be barred from future use of the CV Sites and/or subject to legal action. Cause for such suspension, termination and/or deletion shall include, but not be limited to: (a) breaches or violations of the Terms, or of other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by the User (self-initiated account deletions); (d) discontinuance or material modification of the CV Sites (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; and/or (g) engagement by the User in fraudulent or illegal activities.

USE OF SCHOOL WORK, INTERVIEWS, PHOTOGRAPHS, AND VIDEOS



Users may have the opportunity to provide material for inclusion in the CV Sites. This material may include the submission of work samples; participation in clubs; postings on message boards; text or other submissions for newsletters, newspapers, and yearbooks; etc. Users represent that they own and/or control all of the rights to User's own material and that the public use of such material will not violate or infringe on the rights of CV or any third party.

