

## Terms and Conditions of Enrolment on BARBRI Bar Review International Course

These Terms and Conditions apply to the enrolment of the undersigned student (the "Student") on the Bar Review International course (the "Course") and the provision of this course by BARBRI International Limited, (the "Company") and constitute the entire agreement between the Student and the Company (the "Agreement").

1.1 The Company and the Student are bound by this Agreement upon submission of a completed enrolment form by the Student and confirmation by the Company of the Student's registration onto the Course.

1.2 Where there is any inconsistency between these Terms and Conditions and any special terms and conditions (e.g. in the Instalment Plan), which may be agreed between the Company and the Student from time to time, the special terms and conditions will take precedence.

1.3 The Company may, in its sole discretion, accept or reject any enrolment application by any student to enroll on a Course, and will notify the Student in writing by e-mail accordingly.

1.4 The payment by or on behalf of the Student of any sum intended to be in respect of Course fees as published on the Company website on the date on which the student submits his/her enrolment form (the "Fees") will not oblige the Company to accept an enrolment from that Student

1.5 The Student may not assign this Agreement or any of his/her rights or obligations hereunder.

### 2. Provision of the Course

2.1 The Student is solely responsible for determining whether he/she has sufficient time and ability to complete the Course and it is suitable for his/her needs.

2.2 The Student accepts and agrees that it is his/her sole responsibility to comply with all eligibility requirements of the regulatory body for the relevant US Bar Examinations.

2.3 The Student will provide the Company with all reasonably requested information in connection with the Course.

2.4 The Company will provide the Course as described in the Bar Digest published on the Company's website (as amended from time to time).

2.5 The Fees do not include the Student's travel, accommodation, subsistence, insurance, or other costs that may arise prior to or during the Course or in connection with eligibility for or sitting the US Bar Examinations.

2.6 The Course location is subject to availability and depends on sufficient student enrolments in each location. The Company reserves the right to cancel the provision of the Course in a location up to three (3) weeks in advance of the start date of the Course.

### 3. Payment Terms

3.1 The Student is liable to the Company for the Fees on the date the Company confirms the registration of the Student onto the Course.

3.2 The Fees are due in accordance with the invoice sent by the Company to the Student when the Company sends an invoice to the Student unless the Company and the Student enter into an Instalment Plan in accordance with Clause 3.3.

3.3 If the Student elects to pay by instalments the fees must be paid in accordance with the terms agreed in the instalment plan (the "Instalment Plan") between the Student and the Company.

3.4 The Company will accept payment of the Fees in accordance with the terms of the invoice.

3.5 If the Student does not pay the Fees in accordance with this Agreement the Company has the right to withdraw any offer, cancel an accepted place, withdraw or withhold any Course materials or on-line access and take any other reasonable steps.

### 4. Amendment of Course by the Company

4.1 The Company reserves the right to:

(i) Make reasonable amendment to the Course.

(ii) Change the individuals responsible for organising or delivering the Course, and

(iii) Change the Course venue to an alternative venue within a five-mile radius of the advertised venue

4.2 The Company will inform the Student about major Course amendments or a new Course venue with as much notice as reasonably possible.

4.3 If the Course is cancelled/postponed by the Company in accordance with Clause 2.6 above the student will be offered a reasonable alternative course, or the Student can elect to withdraw from the Course and any Fees already paid will be refunded in full to the Student.

## 5. Cancellation of the Course by the Student

5.1 The Student can cancel his/her application for enrolment on the Course within 14 days of the date of the invoice (the "Cancellation Date").

5.2 To cancel the Course the Student must notify the Company in writing by e-mail to [international@barbri.com](mailto:international@barbri.com) by the Cancellation Date. An administration charge of US\$395 will be charged to cancel the Student's enrolment and such sum will be deducted from any Fees already paid to the Company. No further fees will be charged to the Student if the Student's request for cancellation is received before the Cancellation Date.

5.3 Provided written notice of cancellation is received by the Company on or before the Cancellation Date, any Fees already paid will be refunded to the Student within fourteen (14) days of receipt of the notice of cancellation (subject to deduction of the administration charge in clause 5.2 above). The Company recommends that the Student keeps a copy of any cancellation e-mail and any acknowledgement.

5.4 If the Student wishes to cancel his/her enrolment on the Course after the Cancellation Date he/she may do so in writing by e-mail by contacting the Company at [international@barbri.com](mailto:international@barbri.com). In so cancelling his/her enrolment, he/she will forfeit all Fees paid.

## 6. Deferral

6.1 The Student may defer his/her studies on the Course on one occasion only, to any course commencing within 12 months of the Deferral Notice as defined in Clause 6.2

6.2 To defer his/her studies, the Student must provide written notice to the Company by e-mail to [international@barbri.com](mailto:international@barbri.com) (the "Deferral Notice") and the student must pay an administration fee of US\$395 to the Company. The Company recommends that the

Student keeps a copy of any Deferral Notice e-mail and any acknowledgement. The Student can only defer on their original Course, and must defer and pay the relevant fee before the exam they intended to sit.

6.3 If the Student seeks to re-enrol on another course after deferring once, he/she will be required to submit a new enrolment form, and the Fees for a new application will be payable.

## 7. BARBRI Guarantee

If the Student takes the Course and does not pass or sit the bar exam, the Student may repeat his/her studies once by joining any course, for the same state offered by the Company within 12 months of the results date for the Course. This repeat course will be offered by the Company without the student paying any additional fees (the "BARBRI Guarantee"). The BARBRI Guarantee does not include any upgrades, including supplemental workshops or a new set of books.

## 8. Alumni Policy

The Student may take a Bar Review course provided by the Company, or by BARBRI Inc. in a second state, or repeat a course more than once in the same state for the reduced alumni price available at the time of taking the second course.

## 9. Default

If the Student defaults on any part or all of his/her obligations arising from this Agreement, he/she will be liable for all losses suffered by the Company in connection with such default, including but not limited to legal fees, collection and court costs. The Company reserves the right to terminate the Student's enrolment for reason of default and to report any payment defaults or delinquencies to a national credit reporting bureau or similar organisation.

## 10. Copyright

The Student acknowledges that the Company, and BARBRI Inc. own all rights, title and interest in and to all lectures and Course materials all of which are protected by the relevant copyright laws and shall not be shared, sold, copied, recorded or reproduced by the Student by any means or for any purpose.

## 11. General

11.1 Subject to clause 11.3 below, the liability of the Company to the Student with respect to the provision

of the Course, the cancellation, postponement or amendment of the Course, any negligence, breach of contract arising in any other way out of this Agreement will not extend to:

(i) any losses or damages, any loss of profits, loss of contracts or opportunity whether direct or indirect, even if the Company had been advised of the possibility of those losses or if they were within the Company's contemplation; or

(ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations, or other arrangements.

11.2 In any event, subject to clause 11.3 below, the liability of the Company to the Student with respect to the provision of the Course, the cancellation, postponement or amendment of the Course, any negligence, breach of contract arising in any other way out of this Agreement is limited to the amount of Fees received from or on behalf of the Student in respect of the Course.

11.3 Nothing in this Agreement will operate to limit or exclude the liability of the Company for death or personal injury arising from the Company's negligence, fraud, or any other liability that by law cannot be limited or excluded.

11.4 Views expressed by any employee or contractor of the Company are their own, and the Company accepts no liability for advice given, or views expressed by them or in any notes or documentation provided to the Student.

11.5 All courses are taught in English. The Company does not accept any liability for any losses, costs, or expenses incurred by or on behalf of the Student, in connection with the Student's lack of English language ability. The Student warrants the suitability for purpose of his/her English language ability.

11.6 The Company accepts no liability for the loss of or damage to the Student's property, and shall not provide any insurance cover whatsoever to the Student.

11.7 The warranties and undertakings given by the Company in this Agreement are to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve a particular result. The Student shall have sole responsibility for fulfilling any requirements or

accomplishing any objectives for which he/she purchased the Company's services or materials.

11.8 The Company may transfer its rights and obligations under this Agreement to any successor in title to its business or to any entity to which a substantial part of its business is transferred and the Student authorises the Company as his/her agent to enter into an agreement with such successor or entity in substantially the same form as this agreement to procure that such successor or entity succeeds to the rights and obligations of the Company under this Agreement. Alternatively and at the Company's sole discretion the Student agrees that he/she will execute any deed of novation that the Company reasonably requests to give effect to such transaction.

11.9 Failure or delay by the Company to exercise any of its rights or remedies (full or partial) under the Agreement shall not constitute any form of waiver.

11.10 This Agreement (including any non-contractual obligations arising out of or in connection with the Agreement) are governed by English law and are subject to the jurisdiction of the English Courts.