



TERMS OF SERVICE

Fall 2022 through Spring 2023

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1. INTRODUCTION

Thank you for using Verto! We hope that you find it to be a helpful resource. These Terms of Service (“Terms”) cover your rights and obligations relating to your access and use of the Verto website and any other related services provided by us (collectively, the “Service”). All references to “we”, “us”, “our”, or “Verto” refer to Verto Education, Inc., a Delaware public benefit corporation. All references to “you”, “your”, or “user” refers to the end-user of the Service. In addition to these Terms, please review the [Verto Privacy Policy](#) which describes our practices related to collection and use of your information to provide the Service. These Terms apply to our Privacy Policy as well and both these Terms and our Privacy Policy comply with the requirements of the data privacy law known as the EU General Data Protection Regulation (“GDPR”). By using the Service, you represent and agree that you have read, understand, and agree to be bound by both these Terms and our Privacy Policy as binding agreements.

PLEASE CAREFULLY READ THESE TERMS, AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND RESPONSIBILITIES, INCLUDING LIMITATION OF OUR LIABILITY AND BINDING ARBITRATION. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SERVICE.

Do not hesitate to contact us at privacy@vertoeducation.org if you have any questions or want to discuss these Terms.

2. AGE POLICY; PERMITTED USERS

The Service is not intended to be used by any person under 16 years of age. By using the Service, you represent to Verto that you are over 16 years old and that you are legally able to enter into this Agreement. We do not knowingly collect or solicit personally identifiable information from anyone under 16; if you are under 16, please do not use or attempt to use the Services or send any personal information about yourself to us. If we learn we have collected personal information from anyone under 16, we will delete that information. If you believe that a person under 16 may have provided us personal information, please contact us at privacy@vertoeducation.org.

3. **PERMITTED USE OF THE SERVICE**

You may only use the Service for its intended purpose. You may not use the Service for any other purpose. Any non-permitted use of the Service, as determined in our sole discretion, shall be grounds for immediate termination of these Terms and immediate termination of your use of, and access to, the Service.

4. **OVERVIEW OF THE SERVICE**

Verto offers study away educational experiences (the “Abroad Experience”), that allow users who apply and are accepted to the Abroad Experience to earn college credit through the Academic Provider towards a degree with a Verto partner college (each a “Partner College”) to which the Abroad Experience applicant gains admission.

5. **LIMITATIONS ON USE OF THE SERVICE**

You are prohibited from violating or attempting to violate any security features of the Service, including, without limitation, accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; attempting to probe, scan, or test the vulnerability of the Service, or any associated system or network, or to breach security or authentication measures without proper authorization; interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Service, overloading, “flooding,” “spamming,” “mail bombing,” “crashing,” or undertaking similar activities; and forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service. Further, you may not copy, sell, distribute, publish, download, or reproduce any aspect of the Service. You also may not modify, make derivative works of, decompile, reverse-engineer, disassemble, or otherwise convert any aspect of the Service. Further, you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service; you agree not to access the Service in order to build a similar or competitive service; you agree not to access (or attempt to access) any of the Service by means other than through the interface that is provided by Verto; and you agree not to remove, obscure or

alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Service.

6. **OWNERSHIP OF THE SERVICE**

The Service contains important and proprietary property owned by us, including software that constitutes our intellectual property and trade secrets. Nothing in these Terms shall be construed as a conveyance of any ownership right or title in or to our property. We only grant you a nonexclusive, non transferable, non-sublicensable, and revocable license to use the Service for the purposes permitted by these Terms, and only for as long as you are permitted to access the Service.

Further, you may choose to, or we may invite you to submit comments, suggestions, or ideas about the Service, including how to improve the Service (“Feedback”). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that we do not waive any rights to use similar or related ideas previously known to us, developed by its employees, or obtained from other sources.

7. **THIRD PARTY SITES AND SERVICES**

Our Service may be integrated with services provided by third parties as part of the functionality of the Service. We make no guarantees about, and assume no responsibility for, the information or services provided by third parties, who are neither agents nor employees of Verto, except to the extent required by GDPR. You acknowledge and agree that we make no representation or warranty about, and do not endorse, third party’s products or services or the information provided by third parties, whether through the Service or otherwise.

Accordingly, we are not responsible for your use of any third-party product or service or any harm or losses arising from or relating to your use of any third-party products or services, except to the extent required by GDPR. You should contact the third party with any questions about their products and services. Verto hereby disclaims and you hereby discharge, waive and release Verto and its licensors and suppliers from any past, present, and future claims,

liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties and their products and services. For California residents, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

8. **UPDATES TO THE SERVICE**

Verto may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service ("Updates"). These may be automatically installed without providing any additional notice or receiving any additional consent, except to the extent required by GDPR. If you do not want such Updates, your remedy is to stop using the Service. Your continued use of the Service is your agreement to these Terms with respect to the Service.

9. **INFORMATION YOU PROVIDE TO VERTO**

You will be providing us with information about yourself through the Service, including but not limited to the Verto Education Inc. Application. By providing information, you grant us the right to use the information for the purposes described in these Terms and in our [Privacy Policy](#). While we do not claim ownership over any such information and content that you provide, you agree that we have the right to use such information and content in furtherance of the Service. Further, by providing us with information and content through the Service, you represent and warrant that you own, or have the full legal authority to distribute, all information, including End-User Data, that you provide through the Service.

10. **INFORMATION VERTO SHARES WITH PARTNER COLLEGES, ACADEMIC PROVIDERS, & NON-ACCREDITED**

INSTITUTIONS

A core aspect of the Service is to facilitate an application where users may apply to the Abroad Experience and independently apply to Partner Colleges (colleges, universities and other institutions of higher education) and to the Academic Providers that grant credits for successful completion of the Abroad Experience. To that end, Verto will provide its Partner Colleges and Academic Providers with access to the Personal Data of users who submit an Application (as that term is defined in the Privacy Policy) for the purposes described in our Privacy Policy (namely, to aid the Partner Colleges in determining whether to extend admission to such users and to allow the Academic Providers to issue the academic credit). In addition to the foregoing, as part of the Abroad Experience Application process, users may choose to indicate interest in attending certain non-accredited institutions or programs (each, a “Non-Accredited Institution”) after completion of the Abroad Experience. To the extent that Participant indicates interest to Verto in such Non-Accredited Institutions through the Application process or otherwise, users consent to Verto providing such Non-Accredited Institutions with the user’s contact information and consent to such Non-Accredited Institution(s) contacting user about attending such Non-Accredited Institutions. For users who apply to the Abroad Experience, Verto will provide its Partner Colleges and Academic Providers with access to such users’ Personal Data to facilitate the provision of the services offered as part of the Abroad Experience. By agreeing to these Terms and our Privacy Policy, and by submitting your Application, you do consent to Verto sharing your Personal Data with the Partner Colleges you select on your Application, as well as the Academic Providers who will issue you the academic credits, and you consent to our Partner Colleges’ and Academic Providers’ limited use of your Personal Data as described above and in our Privacy Policy. In addition, in cooperating and communicating with Partner Colleges and Academic Providers, education records may be shared, as needed. Per our Privacy Policy, Verto will not disclose such records to non-educational third parties without your consent pursuant to FERPA. Further, you understand that Partner Colleges, Academic Providers, and Non-Accredited Institutions may not have appropriate technical and organizational safeguards in place for your Personal Data, including (1) being

in a country that has adequate data privacy protections (as determined by the European Commission); (2) having in place Binding Corporate Rules; (3) being subject to a legally binding and enforceable instrument between public authorities or bodies; and/or (4) having Data Processing Agreements that incorporate Standard Contractual Clauses approved by the European Commission. These Partner Colleges, Academic Providers, and Non-Accredited Institutions may be in countries that the European Commission has determined do not provide for an adequate level of data protection to meet the requirements under the GDPR. If Partner Colleges, Academic Providers, and/or Non-Accredited Institutions do not have appropriate technical and organizational safeguards, you understand that there might be certain risks affecting your Personal Data, including but not limited to the fact there might not be a supervisory authority, data processing principles, and/or data subject rights in such countries that protect your Personal Data in the same way and to the same extent the principles and standards of the GDPR might. You agree that your consent to the above is our lawful basis under the GDPR for transferring your Personal Data to the Partner Colleges, Academic Providers, and Non-Accredited Institutions.

11. **INTELLECTUAL PROPERTY RIGHTS OF OTHERS**

You may not upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of intellectual property or proprietary rights of any third parties. You represent and warrant to Verto that you own, or have the right to use, all information that you provide on or through the Service. If you do not respect a third party's intellectual property or proprietary rights, you are solely responsible for any violations of law.

12. **DISCLAIMER OF WARRANTIES**

THE SERVICE IS PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE" AND EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. VERTO MAKES NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT

THE SERVICE: WILL MEET YOUR REQUIREMENTS; WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VERTO OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY.

VERTO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, SERVICE, BUSINESS, OR INFORMATION ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, AND VERTO IS NOT A PARTY TO ANY TRANSACTION BETWEEN YOU AND THIRD-PARTIES.

VERTO MAKES NO REPRESENTATIONS CONCERNING ANY CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE, AND VERTO WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE SERVICE.

VERTO DOES NOT GUARANTEE ACCEPTANCE TO THE ABROAD EXPERIENCE OR TO ANY SEPARATE ADMISSIONS TO PARTNER COLLEGE OR NON-ACCREDITED INSTITUTION.

13. **LIMITATION OF LIABILITY**

Nothing in these Terms and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) VERTO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE SERVICE, EVEN IF VERTO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) VERTO'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED \$100. VERTO DISCLAIMS ALL LIABILITY OF ANY KIND FOR ANY ACTS OR OMISSIONS OF VERTO'S PARTNER COLLEGES AND ACADEMIC PROVIDERS.

14. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Verto, its directors, officers, and agents, as well as its licensors, and suppliers from any damages, liabilities, claims or demands (including costs and attorneys' fees) made by any third party due to or arising out of (i) your use of the Service, (ii) your violation of these Terms, or (iii) your violation of any law or the rights of any third party. Verto reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Verto and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Verto's prior written consent. Verto will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

15. PAYMENT AND CANCELLATION POLICY

You have read, understood, and agree to the full terms of the [Verto Education, Inc. Payment and Cancellation Policy](#).

16. GOVERNING LAW

These Terms shall be governed by the laws of the State of Delaware, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts in or for Multnomah County, Oregon for the purpose of litigating all such claims or disputes, unless such claim or dispute is required to be arbitrated as set forth in these Terms.

17. DISPUTE RESOLUTION

You agree to resolve any dispute, claim, or controversy arising out of or relating to your use of the Service in the following manner. First, we both agree to attempt in good faith to resolve the dispute informally by contacting each other by email (you can email us at privacy@vertoeducation.org). Second, if the dispute is not resolved through informal resolution, we both agree to attempt in good faith to resolve the dispute through mediation administered by the American Arbitration Association ("AAA"), which shall take place in Multnomah County, Oregon, and the costs of which shall be divided equally between you and Verto. Third, if the dispute is not resolved through informal resolution and

mediation, we both agree to participate in binding arbitration administered by AAA, which shall take place in Multnomah County, Oregon.

Either you or we may bring a lawsuit solely for injunctive relief without first engaging in the dispute resolution process described above.

We both agree that, in the event of arbitration, or in the event of a lawsuit as permitted by this Section or otherwise, the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees). Arbitration pursuant to this Section shall be confidential, and neither you, nor Verto, nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. There shall be no right or authority for any claims subject to this arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

YOU AND VERTO EACH HEREBY IRREVOCABLY AND KNOWINGLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Nothing contained in this Section shall limit our ability to terminate, or otherwise take action related to, your account as provided in these Terms.

18. **TERM AND TERMINATION**

These Terms will remain in full force and effect as long as you continue to access or use the Service, or until terminated in accordance with the provisions of these Terms. However, the provisions of these Terms that by their sense and context are intended to survive the termination of these Terms shall survive the termination. These Terms are incorporated into all other Verto documents, including the Participation Enrollment Agreement that you will be required to sign upon acceptance into the Abroad Experience.

19. SEVERABILITY AND WAIVER

If, for whatever reason, any term or condition in these Terms is deemed unenforceable, all other terms and conditions will remain unaffected and in full force and effect. The failure to enforce any provision of these Terms is not a waiver of our right to do so later, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

20. ASSIGNMENT

These Terms shall be binding on the parties and their respective successors and assigns. These Terms may be assigned by Verto without restriction. These Terms may not be assigned or otherwise transferred by you without our prior written consent.

21. MODIFICATIONS TO THESE TERMS

Verto reserves the right to change these Terms from time to time, with or without notice to you. If you continue to use the Service, you consent to the new Terms. We will always have the latest Terms posted on the Service.

22. HEADINGS USED IN THESE TERMS

The section headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.