

TERMS OF USE

NAJAeducation

This document describes terms and conditions applicable to your use of the services made available by NAJAeducation ("NAJAeducation" "we," or "us") at the website NAJA-ASC.com (the "Site").

SECTION 1 – GENERAL

SERVICES. This Terms and Conditions of Use Agreement (hereafter this "Agreement") sets forth the general terms and conditions that apply to the use by you of the Site, including the features and services offered by us from time to time at or through the Site (collectively with the Site, the "Services"). **BY USING THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.** This Agreement is a legally binding instrument between you and NAJAeducation, and describes your responsibilities in connection with your use of the Services and, among other things, limits the liability of NAJAeducation. Before using any of the Services, please read all of this Agreement carefully. By accessing or using any Services, you affirm that you are over 18 years of age and are otherwise capable of forming legally binding contracts, and that you agree to be legally bound and to abide by this Agreement. **IF YOU ARE UNDER 18 YEARS OF AGE, OR ARE OTHERWISE INCAPABLE OF FORMING LEGALLY BINDING CONTRACTS, OR DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE SERVICES.**

AMENDMENTS. We reserve the right, exercisable in our sole discretion, to change, modify, add to, subtract from, or otherwise amend the terms and conditions of this Agreement at any time. Such changes, modifications, or other amendments shall be effective upon notice to you thereof, which may be given by means including, but not limited to, posting on the Site, by electronic or conventional mail, or by any other means by which you obtain notice thereof. Except as may be otherwise expressly stated in any notice given to you by us, all such amendments of this Agreement shall automatically become effective upon the date such notice is given to you. This Agreement may not otherwise be amended. Continued use of the Services by you constitutes your binding acceptance of this Agreement, including any changes or modifications made by us as permitted above. You agree to review the terms and conditions of this Agreement periodically to become aware of such revisions and to review your compliance with them. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you must immediately cease all use of the Services. The right to access and use the Services is personal to you and is not transferable to any other person or entity.

ADDITIONAL AGREEMENTS. The Services include, among other things, links to external websites including those belonging to the NAJAeducation and OnCourse Learning. Additional terms and conditions of use applicable to your use of any other services available at the Site from time to time are or may be posted in relevant areas within the Site or may be agreed upon by you and NAJAeducation in a separate written agreement. Together with this Agreement, such Additional Agreements will govern your use of all services made available by us to you. We reserve the right, exercisable at our discretion, to change or discontinue without prior notice some or all of the Services we provide from time to time at the Site, or change the applicable terms and conditions for your use of such Services as set forth in the Additional Agreements.

EQUIPMENT. You shall be solely responsible for obtaining and maintaining all telephone, communications, computer hardware and other equipment needed for access to and use of NAJA.

SECTION 2 - INFORMATION YOU PROVIDE TO US

YOUR INFORMATION. The term "Your Information" means collectively the following: (i) any information or materials you provide to us in connection with your subscription to the blog, your use of any Services, or in email correspondence with us. Except as may be otherwise expressly provided to the contrary in this Agreement or the Additional Agreements, you are solely responsible for Your Information, and we act at all times as a passive conduit for your online distribution, communication, and/or publication of Your Information.

COVENANT REGARDING YOUR INFORMATION. You agree that Your Information: (i) will not be false, inaccurate, frivolous, or misleading, (ii) will not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, (iii) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-

discrimination, or false advertising), (iv) will not be defamatory, trade libelous, unlawfully threatening, unlawfully harassing, or obscene, (v) will not contain any computer viruses, worms, Trojan horses, time bombs, or other computer programs, scripts, or instructions that are intended to damage or detrimentally interfere with the operation or use of the Services, or to intercept or expropriate any proprietary computer system information or other confidential data or personal information relating to or arising out of the access or use of the Services, (vi) will not create any liability for NAJAeducation or cause NAJAeducation to lose (in whole or in part) the services of its internet service providers or other suppliers and business affiliates, (vii) will not contain any links to or from other information or websites for which you do not have the right to make or reproduce such links, and (viii) will not solicit or involve the purchase or sale of counterfeit, stolen or illegal items, or solicit or commit any fraudulent transaction or other form of criminal activity.

UPDATED INFORMATION. If you are a registered user of the Site, you agree to promptly update your contact information in order to keep it current, complete, and accurate.

SECTION 3 - USE OF CONTENT

COPYRIGHT. You acknowledge that the Services may contain information, text, software, photographs, graphics, links and other material (collectively, the "Content") that are protected by copyright, trademark or other proprietary rights of NAJAeducation or third parties. All Content used or made available through the Services is copyrighted as a collective work and/or compilation of NAJAeducation pursuant to applicable copyright law. NAJAeducation owns a copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in the content original to NAJAeducation. You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Services. NAJAeducation does not grant permission to users of its Services to reproduce images of original works of art.

LIMITED LICENSE. Subject to your compliance with the terms and conditions of this Agreement (including without limitation the restrictive terms and conditions set forth in this Section 3), and except to the extent otherwise expressly provided in an Additional Agreement between you and NAJAeducation, you are granted a limited non-exclusive, non-transferable, non-sub-licensable, and revocable license to access the Services and/or Content only for your own personal or business use but not for re-distribution or publication in any form.

You acknowledge that all text and software code included with this product are provided for your personal use. In no case shall you re-publish any data, text and/or photos without express written permission of NAJAeducation and the owner of any database included in the services. You acknowledge that you are not permitted to sell or otherwise dispose the software and that no rights granted hereunder may be assigned or sublicensed by Licensee, any assignment or sublicense being void.

You may not modify, publish, transmit, transfer or sell, resell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit or commercially use any of the Services and/or Content, in whole or in part, except as expressly permitted in this Agreement or in an Additional Agreement between you and NAJAeducation. You acknowledge that you do not acquire any ownership rights by accessing or downloading copyrighted materials. You shall not store electronically any portion of any Services and/or Content. You may not collect and use e-mail addresses of other users of the Site or other user account information, listings, or perform any form of data extraction or data mining whatsoever. You are responsible for complying with all applicable laws, rules, and regulations regarding your use of any such downloaded Content. NAJAeducation reserves all rights in the Content and Services not expressly granted hereunder.

TRADEMARKS. NAJAeducation and NAJA-ASC.com are trademarks and service marks of NAJAeducation, Inc. ALL RIGHTS RESERVED. All other trademarks, service marks, product names and company names or logos appearing on the Site are the property of their respective owners. Any use of such trademarks, service marks, product names and company names or logos, including the reproduction, modification, distribution or republication without the prior written permission of the owner of same, is strictly prohibited.

BENEFICIARIES. The foregoing provisions of this Section 3 are for the benefit of NAJAeducation, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

SECTION 4 - SITE ACCESS; INTERFERENCE WITH SERVICES; MONITORING; COMPLIANCE WITH LAWS

SITE ACCESS. We do not guarantee continuous, uninterrupted, or secure access to the Services, and operation of the Site may be interfered with by numerous factors outside of our control.

NO INTERFERENCE. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or the Services, or any transaction being conducted on or through the Site or Services. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the server infrastructure of the Site.

FRAUDULENT ACTIVITY. You may not register to use any Services under a false name, or use an invalid or unauthorized credit card in connection with any Services. You may not impersonate any other user of the Services, or make use of another user's password(s). Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported by us to law enforcement authorities, and we will cooperate with such authorities to ensure that violators are prosecuted to the fullest extent of the law.

MONITORING. You agree that NAJAEducation has the right, but not the obligation, to monitor any form of user activity and/or Content linked to or from or otherwise associated with the Services. We may investigate any reported violation of our Agreement, Additional Agreements or Site policies, and any user or other third-party complaints relating thereto. We may take any action that we deem appropriate in connection with any such investigation without notice (including without limitation issuing warnings, suspending or terminating Services and/or denying Site access).

COMPLIANCE WITH LAWS. The Services may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of the Services and any transactions that may be conducted by means of the Services.

SECTION 5 - BREACH

Without limiting other remedies, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate and/or refuse to provide the Services to you: (i) if you breach this Agreement or any of the Additional Agreements it incorporates by reference or which you have separately entered into with NAJAEducation; (ii) if we are unable to verify or authenticate any information you provide to us; or (iii) if we believe that your actions may cause legal liability for you, us, or our other users, or other third party business affiliates.

SECTION 6 - INDEMNITY

You agree to indemnify, defend, and hold NAJAEducation and its affiliates, and their respective officers, directors, owners, agents, information providers, and licensors (collectively, the "Company Parties") harmless from and against any and all claims, liability, losses, costs, and expenses (including attorneys' fees) incurred by any Company Party in connection with any use or alleged use of the Service under your password by any person, whether or not authorized by you. NAJAEducation reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with NAJAEducation's defense of such claim.

SECTION 7 - TERMINATION OF OR CHANGE IN THE SERVICES

NAJAEducation shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Services. NAJAEducation reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to all or any part of the Services at any time for any reason without prior notice or liability. NAJAEducation may change, suspend or discontinue all or any aspect of the Services at any time, including the availability of any feature, database, or Content without prior notice or liability.

SECTION 8 - DISCLAIMER OF WARRANTIES

Neither NAJAeducation nor any provider of third party content or their respective agents warrants that the site or service will meet your requirements or be uninterrupted, timely, secure or error free; nor does NAJAeducation, any third party content provider, or their respective agents make any warranty as to the results to be obtained from use of the site, services or the content. The services and the content are distributed on an "as is, as available" basis. None of NAJAeducation, third-party content providers, and their respective agents make any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability, fitness for a particular purpose or non-infringement, with respect to the site, services, or any content. Neither NAJAeducation nor any third-party content provider warrants that any files available for downloading through the site or services will be free of viruses, similar contamination, or destructive features. You expressly agree that the entire risk as to the quality and performance of the services and the accuracy or completeness of the content is assumed solely by you. Without limiting any provision herein, NAJAeducation makes no warranty that any particular computer system configuration will be compatible with the site. It is your sole responsibility to ensure that your computer system has the appropriate hardware, operating software, and internet browser software versions to achieve the site's full functionality and capabilities. Some states do not allow the disclaimer of implied warranties or limitation on how long an implied warranty lasts, so the above disclaimer or limitation may not apply to you. You may have other rights, which vary from state to state.

SECTION 9 - LIMITATION OF LIABILITY

The limitation of liability contained in this section 9 applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that NAJAeducation is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you.

Under no circumstances will NAJAeducation or its affiliates, or any of its shareholders, officers, directors, employees or agents be liable for any loss or damage caused by your reliance on information obtained through either the content or the services, or any loss or damage caused by you being exposed to information contained on the site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the service.

Neither NAJAeducation, any third-party content provider nor their respective agents shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to access or use the site or services, even if such party has been advised of the possibility of such damages. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of NAJAeducation, third party content providers and their respective agents shall be limited to the greatest extent permitted by law.

SECTION 10 - MISCELLANEOUS

GOVERNING LAW. All disputes, claims or controversies arising out of this agreement, or the negotiation, validity or performance of this agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Virginia and of the United States of America located in Alexandria, Virginia (the "Virginia Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Virginia Courts and agrees not to plead or claim in any Virginia Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Virginia Courts.

HEADINGS. Section headings in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

SEVERABILITY; CONSTRUCTION. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. If any inconsistency exists between the terms of this Agreement and any additional terms and conditions of Additional Agreements (whether such Additional Agreements are posted in electronic format on the Site or are separate written agreements entered into between you and NAJAeducation) such terms shall be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions of the Additional Agreements shall control.

WAIVER. NAJAeducation's failure to exercise or forbearance from exercising any rights or remedies, or failure to enforce or forbearance from enforcing, the strict performance of any provision of this Agreement, will not constitute a waiver of NAJAeducation's right to exercise such rights or remedies or enforce such provision or any other provisions of this Agreement in that or any other instance. Any waiver of any provision of this Agreement by NAJAeducation must be made in writing and signed by an authorized representative of NAJAeducation specifically referencing this Agreement and the provision to be waived.

ASSIGNMENT; THIRD-PARTY BENEFICIARIES. This Agreement will inure to the benefit of NAJAeducation's successors and assigns. Except as set forth in this Agreement, this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

NOTICES. Except as otherwise provided herein, any notices to be given pursuant to this Agreement may be given by postal mail to NAJAeducation, Inc., P. O. Box 11878, Alexandria, VA 22312 (in the case of us) or to the email address you provide to NAJAeducation. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to NAJAeducation. In such case, notice shall be deemed given 3 days after the date of mailing.

SURVIVAL. Subsections 3.1, 3.3, 3.4, 4.3, 4.4 and Section 6, 7, 8 and 9 shall survive any termination of this Agreement as well as any other provisions that by their terms or sense are intended to survive.

INTEGRATION. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and except for any Additional Agreements that you may have entered into with NAJAeducation, supersedes all previous written or oral agreements between the parties with respect to such subject matter hereof.

This Terms of Use Agreement was last revised and posted on the Site May 1, 2020 to have effect from and after May 1, 2020.