

## **TERMS OF USE**

Wonderful College Prep Academy (“WCPA”) has developed these Terms of Use (“Terms”) to describe for you, as an individual who is a visitor or user of this website, [www.wonderfulcollegeprepacademy.org](http://www.wonderfulcollegeprepacademy.org), owned and operated by WCPA (the “Website”), the terms and conditions applicable to your use of the Website. By using the Website in any way, you accept these Terms, which form a binding agreement between you and WCPA.

### **1. INTRODUCTION**

WCPA (“we”, “us” or “our”) provides the Website and the information and services offered on the Website to you, subject to these Terms. By using the Website, you agree to be bound by these Terms. We may, in our sole discretion, modify these Terms with or without notice to you. Please continue to periodically review these Terms when using the Website. By continuing to access and use the Website after these Terms have been modified, you are agreeing to such modifications. In addition, when using particular services or features on the Website, you shall be subject to any posted guidelines or rules applicable to such services or features that may be posted from time to time, including, without limitation, any new features or functionality (including, without limitation, video and related projects) that augment or enhance the services or features. All such guidelines or rules are hereby incorporated by reference into these Terms.

### **2. DESCRIPTION OF SERVICE**

The Website and the information, features and services available through the Website may be referred to herein collectively as the “Service”. Unless explicitly stated otherwise, any new features or services that augment or enhance the Service in the future shall be considered part of the Service and subject to these Terms. The Service is provided primarily for informational purposes, and is not guaranteed. We shall not be responsible or liable for the accuracy, completeness, usefulness or availability of any information or other content, data, text, URLs, graphics, audio and video clips, advertising or any other materials (collectively, the “Content”) transmitted or made available via the Service. We shall not be responsible or liable for any decisions made in reliance on such information.

### **3. REGISTRATION**

You may be required to register for and create an account with the Service in order to access certain information and features offered through the Service. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and for all usage or activity on your account, including the use of your account by any person using your password(s). If you choose to register with the Service or otherwise provide personal or other information to the Service, you agree to (a) provide true, accurate, current and

complete information about yourself as prompted by the Service's registration form or other areas of the Service, and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to us that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). We will only use personal data from you for the purpose of fulfilling our obligations under these Terms.

#### **4. THIRD PARTY WEBSITES**

The Service may provide links to websites or resources outside of the Website. Because we have no control over external websites and resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such websites or resources. Your correspondence or business dealings with, or participation in promotions of, any websites that you find or link to through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such websites. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of links to such websites on the Service.

#### **5. CONNECTING TO SOCIAL MEDIA WEBSITES**

If you choose to use social media connect functions on the Website, you acknowledge and agree to abide by the relevant terms and conditions of each respective social media website that we may utilize. The terms and conditions for the social media websites may be found on each respective social media website.

This function is intended to enable us to connect with social media websites so that you can send newsfeeds about your activities to each of these websites. Such social media websites may also be able to use information about action you take on our Website.

However, note that where you choose to publish information on the interactive parts of our Website outside of these privacy settings, or in any way other than through a social media website, that information will not be protected by us. It is information in the public domain, which may be accessed by any person using the Web in any part of the world and can be found using independent search engines. If you choose to post information to the interactive parts of our Website in this manner, you do so at your own risk.

In addition, you acknowledge and agree that we are not responsible for the availability of these websites, or any other social media websites that we may add to the connect function, and do

not endorse and are not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such websites or resources.

## **6. SUBMISSIONS**

While we are always happy to hear from you, it is our policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do not send to us any original creative materials such as images, original artwork, etc. Any communication or material you do transmit to the Website by email or otherwise will be treated as non-confidential and non-proprietary. You cannot use the Website for submissions if you are under 13 years old.

You shall be solely responsible for your own submissions, the emailing or posting of any Content including, without limitations, photographs, illustrations, audio and video clips and the consequences thereof. You or a third party licensor, as appropriate, shall retain all patent, trademark and copyright to any Content you submit, email, post or display on or through the Service and you are responsible for protecting those rights and obtaining the required consents and authorizations, as appropriate. By emailing or posting any submission and Content to the Website or to us, you hereby grant us or our affiliates the worldwide, non-exclusive, irrevocable, transferable, royalty free and perpetual license to use or publish such submission and Content for any purpose, including, without limitations, reproduction, modification, disclosure, transmission, publication, distribution, creation of derivative works, broadcast and posting in any form, medium or technology throughout the world and in perpetuity without restriction or compensation to you. We are free to use, at our sole discretion, any ideas, concepts, know-how, or techniques contained in any Content or communication you send or submit to the Website or to us for any purpose whatsoever.

Any URLs with “http://” submitted or posted with any comments and/or Content on the Website, or any blog, forum or public place made available on the Website, will automatically be made hotlinked. If any such posted links appear to have been included solely for the purpose of increasing SEO, we reserve the right to delete them from the Website at our sole discretion. Any comment and/or content posted on the Website with more than four (4) links posted will risk being marked as comment spam. In addition, all trackbacks will be treated in accordance with these Terms.

You agree that you will use the Service in compliance with all applicable laws, rules and regulations. In addition, by submitting or posting any Content, you represent and warrant that you own or otherwise control all of the rights to the Content that you submit, email or post; that all “moral rights” that you may have in such Content have been voluntarily waived by you; that the Content is accurate; and that use of the Content you supply does not violate this policy and will not cause injury to any person or entity. You agree to indemnify us and our affiliates for all claims of every kind and nature, known or unknown, resulting from (a) a breach of your representations, warranties or obligations set forth herein, (b) your actions or Content you

supply, or (c) violation of any law or the rights of a third party, and hold us and our affiliates harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees and costs) related to such claims. Furthermore, we reserve the right to refuse, accept, post, display, change, condense, delete or transmit any Content in our sole discretion.

We do not guarantee that you will have any recourse through us or our affiliates to edit or delete any Content you have submitted. We reserve the right to remove or to refuse to post any submission or Content for any reason. You acknowledge that you, not WCPA, are responsible for the contents of your submission. None of the Content that you submit shall be subject to any obligation of confidence on the part of WCPA, its agents, parent, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

By submitting your email address in connection with your submission or posting of any content, you agree that WCPA and its third party service providers may use your email address to contact you about the status of your submission and other administrative purposes.

## **7. POSTINGS/USER CONDUCT**

Although we may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Service, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Service. You are prohibited from posting or transmitting any content or material that is, or may reasonably be considered to be, abusive, offensive, unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, hateful, racially or religiously biased or offensive, pornographic, or of a sexual nature, profane, illegal, threatening, harassing, intimidating to any person or entity that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting or transmitting any such information or materials.

You may not use the Service or the Website to:

- interfere with any other user's use of the Service;
- conduct any unlawful activity;
- intentionally solicit or harm minors in any way;
- misrepresent your own identity or any affiliation that you may have;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Service, Website or Content;
- alter or remove any copyright, trademark or other proprietary rights notices;
- "frame," "mirror," or "deep link" any part of the Website or Content;

- link to any page within the Website or Content from any website or webpage that makes any claims as to the curative or health enhancing powers of any substance.

We will not take responsibility or be liable for the conduct of any person who uses the Website, or for any loss or damage suffered by person as a result of the use of the Website.

## **8. MODIFICATIONS TO SERVICE**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **9. TERMINATION**

We reserve the right, in our sole discretion, immediately and without notice to suspend or terminate these Terms, your account (if you have registered) and/or your ability to access the Website, for any reason including any breach by you of these Terms or conduct by you that we determine to be inappropriate. Without limiting the foregoing, if you post any images or Content to the Website that infringes the copyright of any third party, such conduct shall be grounds for immediate termination of your account or access to the Website.

## **10. OUR PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contain proprietary and/or confidential information, Content and other materials that are protected by applicable intellectual property and other laws (including, without limitation, copyrights, trademarks, service marks and patents). You acknowledge that you do not acquire any ownership rights in any intellectual property through your use of the Website. Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute, create derivative works based on, or otherwise use the Software, the Service or any Content contained thereon, in whole or in part. In addition, you may not copy, reproduce, republish, upload, post, transmit or distribute materials from the Website in any way or manner without our prior written permission.

WONDERFUL COLLEGE PREP ACADEMY and any and all accompanying logos, trade dresses and all other intellectual property on this Website are owned by WCPA or its affiliates.

## **11. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL INFORMATION, CONTENT, SERVICES OR PRODUCTS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN

“AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, SERVICES OR PRODUCTS INCLUDED OR OFFERED ON OR THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. WE MAKE NO WARRANTY THAT (i) THE SERVICE OR ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS OBTAINED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS PROVIDED THEREIN WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES OR ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL OBTAINED FROM OR THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

## **12. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY PRODUCT OBTAINED THROUGH THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

## **13. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **14. NO PERSONAL ADVICE OR ENDORSEMENTS**

The Website and its Content (including any postings, comments, emails or information provided by users) are for informational and entertainment purposes only, and are not intended to replace or substitute for any professional financial, medical, legal or other advice. In addition to the disclaimers and limitations of liability set forth in Sections 11, 12 and 13 above, we and our affiliates make no representations or warranties and expressly disclaim any and all liability in connection with any health claims or information offered or provided by users of the Website. Any such health claims or information offered or provided by users are not tested, substantiated or endorsed by us and individual results may vary and may not be typical for individual consumers.

## **15. NOTICE**

The Service may provide notices to you including, without limitation, notices of changes to these Terms or other matters by displaying such notices or links to such notices to you generally on the Service.

## **16. DIGITAL MILLENNIUM COPYRIGHT ACT**

We are under no obligation to, and do not, scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Website.

If you believe that your work has been copied in a way that constitutes copyright infringement, you should provide us with written notice that contains the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All DMCA notices should be sent to:

Wonderful College Prep Academy  
Main Office  
2070 Veneto Street  
Delano, California 93215  
Attn: Chief Business Officer  
Email: bill.toomey@wonderfulcollegeprep.org

## **17. DISPUTE RESOLUTION**

### *Binding Arbitration*

The sole and exclusive jurisdiction and venue for resolving any controversy or claim arising out of or relating to these Terms or the Service, including, without limitation, any dispute with respect to this arbitration provision, any claim in tort, or any claim for violation of any federal, state or local statute, or ordinance or regulation (collectively, "Disputes"), shall be through confidential binding arbitration in Kern County, California. The arbitration shall be conducted by JAMS/Endispute ("JAMS"), whose rules applicable to such disputes shall be in force, and judgment or the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. There shall be one arbitrator to be mutually selected by the parties, and if the parties cannot so select, the arbitrator shall be appointed by JAMS. The fees of the arbitrator, administrative fees, and the other fees and costs of the arbitration, including, but not limited to, the cost of any record or transcripts of the arbitration, shall be advanced by the parties to the arbitration in equal portions, and, in addition thereto, each such party shall advance the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ARBITRABLE CONTROVERSY OR CLAIM.

### *Waiver of Class Arbitration*

To the fullest extent permissible under applicable law, all Disputes shall be resolved by confidential binding arbitration on an individual basis. You expressly agree that no other Disputes shall be consolidated or joined with your Dispute, whether through class arbitration proceedings or otherwise ("Class Arbitration"). You further acknowledge and agree that any arbitrator assigned to a Dispute lacks the authority to conduct Class Arbitration and that such arbitrator shall only hear individual Disputes. By using the Website and the Service, you acknowledge that you are voluntarily and knowingly waiving any right to participate as a representative or member of any class of claimants pertaining to any Dispute subject to arbitration under these Terms, such that you shall not be entitled to arbitrate any Dispute as a representative, a class action or in a private attorney general capacity.

## **18. GENERAL INFORMATION**

These Terms constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These Terms and the relationship between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. Unless otherwise provided herein, you and we agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the State of California. Any failure on our part to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **19. CONTACTING US**

If you have any questions or comments about these Terms, please contact us at the address listed above. To report any violations of these Terms, please call (661) 721-2887.

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