

Terms and Conditions of Use Application Access Agreement Ralston College

Date of Last Revision: April 29, 2022

1. Acceptance and Legally Binding Effect of Ralston College Application Access Agreement (the “AAA”).

By accepting this AAA or by accessing or using any portion of the Ralston College Portal (the “Portal”, defined below), you acknowledge that you have read, understood, and agree to be legally bound by this AAA in its entirety.

2. AAA Updates.

Ralston College (“Ralston College” or “we”) reserves the right, at its sole discretion, to change or modify portions of the AAA at any time. Ralston College will post any changes to the AAA on its website (link provided in Section 3 below) and will indicate at the top of the AAA page the date these terms were last revised. It is your responsibility to check the AAA periodically for changes. Your continued use of the Portal after the date any such changes become effective constitutes your acceptance of the new or revised AAA.

3. Applicant Portal Description, Purpose and Related Ralston College Properties.

The Ralston College suite includes (a) Ralston College’s web site located at <https://www.ralston.ac/> (the “Site”), (b) Ralston College’s applicant portal (the “Portal”) designed for a potential student (an “Applicant”) to apply and be considered by Ralston College to join Ralston College as an admitted student (a “Student”), and (c) all software, data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively, the “Content”).

The Portal enables an Applicant to apply for admission to Ralston College (the “Portal Purpose”). Any new features added to or augmenting the Portal are also subject to the AAA. For ease of reference, the Site, Portal, other Content, Ralston College’s Proprietary Information, and any other Ralston College products or services are collectively referred to in this AAA as “Ralston College Properties”. “Ralston College

Properties”include all such elements as a whole, as well as individual elements and portions thereof. Nothing in this AAA obligates: (1) you to apply or to agree to become a Ralston College Student or (2) Ralston College to accept you as an enrolled Student.

4. Application, Offer, and Qualifications.

- 4.1. You should ensure that all of the information you provide to Ralston College, including your application, is true and accurate.
- 4.2. If it is discovered that your application (or related information) contains incorrect or fraudulent information, there is a re-assessment of your fee or immigration status, or significant information has been omitted from your application form, Ralston College may withdraw or amend your offer, or where you have already registered, terminate your registration at Ralston College.
- 4.3. By submitting an application through the Portal, you acknowledge that Ralston College has permission to use any information submitted through that application (or related communications) for any purpose consistent with this AAA and the application itself. In addition, Ralston College may also use the contact information you submit to communicate with you further regarding Ralston College, including, but not limited to newsletters and other such information.
- 4.4. The offer Ralston College makes to you for admission, to the extent one is made, will be conditional or unconditional. If your offer is conditional, Ralston College will set out the conditions that you will need to fulfill in order to be admitted. Your offer may be conditional upon you passing an English language test.
- 4.5. If your offer is a conditional offer and you have not fulfilled the relevant conditions before the date notified in your offer (or any other date notified to you), Ralston College reserves the right to withdraw your offer or defer your application to the next year of entry.
- 4.6. Ralston College may ask you to provide satisfactory evidence of your qualifications (including English language qualifications) in relation to any offer. Failure to provide such evidence to Ralston College's satisfaction may result in the termination of your offer, or where you have already matriculated, the revocation of your registration as a student of Ralston College.
- 4.7. If you are admitted to Ralston College, you will be expected to comply and abide by all applicable Ralston College policies and procedures.

5. Restrictions on Your Use of Ralston College Proprietary Information; Confidentiality.

All business, technical or financial information disclosed by Ralston College via the Ralston College Properties, including without limitation, the Site, Portal, and non-public information about how Ralston College selects Students (e.g., the interview process, questions and methods) is the “Proprietary Information” of Ralston College. You will hold in confidence and not disclose to others any Proprietary Information. You will also not use Proprietary Information for any purposes other than the Portal Purpose as an Applicant or Student.

However, you will not be obligated under this Section 4 with respect to information that you can document that is, or becomes readily, publicly available without restriction and through no fault of yours (e.g., information that Ralston College makes generally available to the public on the Site without requiring acceptance of this AAA or a similar obligation of confidentiality). You may make disclosures of Proprietary Information required by law or court order provided that you give Ralston College advance written notice.

6. Authorization to Access and Use Ralston College Properties; Legally Binding Effect.

(a) Subject to your compliance with this AAA, you may access and use the Ralston College Properties solely for the Portal Purpose, including downloading, displaying and printing limited portions of the Content (other than software) but only to the limited extent necessary and consistent with the Portal Purpose.

(b) You will not: (i) allow any competitor of Ralston College to use or access the Ralston College Properties, (ii) use or access the Ralston College Properties to develop or enhance any product or service, or (iii) copy any ideas, features, functions or graphics of the Ralston College Properties. You are not permitted to access or use the Ralston College Properties for public comment unless authorized in writing by Ralston College. You are also not permitted to copy, modify, frame, repost, publicly perform or display, sell, reproduce, distribute, or create derivative works of the Ralston College Properties except to the limited extent permitted in Subsection 5(a) above, but provided that you do not modify such Content in any other way, and you keep intact all copyright, trademark, and

other proprietary notices. You may only link to the Site or Portal, or any portion thereof, as expressly permitted by Ralston College. You agree not to access the Site or Portal by any means other than through the interface that is provided by Ralston College to access the same.

7. Ownership and Additional Restrictions.

7.1. Ownership and Restrictions. All rights, title and interest in and to the Ralston College Properties will remain with and belong exclusively to Ralston College. You will not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Ralston College Properties available to any third party, (b) use the Ralston College Properties in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Ralston College Properties or their related components, or (c) modify, adapt or hack the Ralston College Properties to, or try to, gain unauthorized access to the Ralston College Properties or related systems or networks (e.g., circumvent any encryption or other security measures, gain access to any source code or any other underlying form of technology or information, and gain access to any part of the Ralston College Properties, or any other products or services of Ralston College that are not readily made available to the general public or to you using your own account name and password as instructed by Ralston College). You may not upload viruses, spyware, or any other malicious software or code to Ralston College or any Client of Ralston College. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Ralston College on or through the Ralston College Properties or any service offered on or through the Ralston College Properties. Ralston College reserves the right to take any lawful measures to prevent any prohibited activity.

7.2. Registering Your Account. As part of the registration process, you will identify a user name and password for your Account ("Account"). You are solely responsible for maintaining the confidentiality of your user name and password and for any authorized or unauthorized use of the same. You also agree to provide Ralston College truthful, accurate, and complete information in all interactions with Ralston College via any of the Ralston College Properties.

7.3. Responsibility for Your Data. You are solely responsible for all data,

information and other content, that you upload, post, or otherwise provide or store (hereafter “post(ing)”) in connection with or relating to the Site or Portal.

7.4. Limited Access To Your Account. Ralston College may access your Account in order to respond to your requests for technical support, to verify compliance with your obligations to Ralston College, to comply with law, or to maintain and improve its own systems. Ralston College may, at its option, provide email or other online account support.

7.5. Reservation of Rights. Ralston College owns and retains its respective rights in and to all logos, company names, marks, trademarks, copyrights, trade secrets, know-how, patents and patent applications that are used or embodied in or otherwise related to the Ralston College Properties. Ralston College grants no other rights or licenses (implied, by estoppel, or otherwise) whatsoever to you under this AAA.

8. Use of Intellectual Property.

8.1. Unsecured Transmission of User Content. You understand that the operation of the Site and Portal, including User Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Ralston College’s third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Ralston College Properties. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of User Content. Ralston College will have no liability to you for any unauthorized access or use of any of User Content, or any corruption, deletion, destruction or loss of any of User Content.

9. Privacy. When you use the Portal, we use the information we collect from you from the Portal strictly to process your application. We do not sell any of this information. As such, it will be kept confidential within the College and treated in accord with our privacy policy, which you can find at the following web address: <https://www.ralston.ac/privacy-policy>. The Portal, however, does operate on a third-party site and is operated through a third-party service provider who may receive or independently obtain your personal information. We do not control how this third party handles your data and you should review its privacy policy to understand how it collects, uses, and shares your personal information. By accessing and using the Portal, you understand and consent to our data

practices and our service providers' treatment of your information.

10. Your Representations and Warranties. You represent and warrant to Ralston College that (a) you own all User Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Ralston College to use the same as permitted in this Agreement) in connection with the Ralston College Properties; (b) User Content and other activities in connection with the Ralston College Properties, and Ralston College's exercise of all rights and licenses granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does User Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (c) you are eighteen (18) years of age or older;

11. Termination of Access and AAA. Ralston College may, in its sole discretion and without prior notice, terminate your access to the Ralston College Properties and/or block your future access to the Ralston College Properties if we determine that you have violated any terms of this AAA or other agreements or guidelines which may be associated with your use of the Ralston College Properties. Further, Ralston College may, in its sole discretion and without prior notice, terminate or suspend your access to the Ralston College Properties, for cause, which includes, but is not limited to: (1) requests by law enforcement or other government agencies, (2) discontinuance or material modification of the Site or any service offered on or through the Site, or (3) unexpected technical issues or problems. This AAA applies and remains in effect until the earlier of (a) you no longer are using or accessing the Ralston College Properties on an ongoing basis and (b) your affiliation with Ralston College as a Student has ended for any reason or no reason, provided however that all provisions of a continuing nature including, without limitation, those set forth in the following sections will survive the termination of this AAA: 1, 3, 4, 5(b), 6 - 14.

12. NO WARRANTIES AND DISCLAIMER BY RALSTON COLLEGE.

RALSTON COLLEGE PROPERTIES, AND PARTICULARLY THE SITE, PLATFORM, CONTENT, PROPRIETARY INFORMATION AND ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND RALSTON COLLEGE

EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT RALSTON COLLEGE DOES NOT WARRANT THAT YOUR ACCESS OR USE OR BOTH OF THE RALSTON COLLEGE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND RALSTON COLLEGE DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE RALSTON COLLEGE PROPERTIES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM Ralston College OR THROUGH THE RALSTON COLLEGE PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AAA.

13. LIMITED LIABILITY.

13.1. Exclusion of Damages and Limitation of Liability. Ralston College does not charge fees for you to access and use the Ralston College Properties pursuant to this AAA. As consideration for your free access and use of the Ralston College Properties pursuant to this AAA, you further agree that Ralston College WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AAA, INCLUDING WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, PLATFORM, CONTENT, PROPRIETARY INFORMATION, OR ANY INTERRUPTION OR DISRUPTION OF SUCH USE, EVEN IF Ralston College HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE). THE AGGREGATE LIABILITY OF Ralston College WITH REGARD TO THIS AAA WILL IN NO EVENT EXCEED USD \$10.00.

13.2. Jurisdictional Limitations. Some states and other jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, RALSTON COLLEGE'S LIABILITY WILL BE

LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Dispute Resolution; Jury Waiver. THIS AAA IS MADE UNDER, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF GEORGIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action between or among any of the parties, whether arising out of this AAA or otherwise, each of the parties irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in or nearest to Savannah, Georgia; and (b) WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY.

15. Miscellaneous. This AAA, together with Ralston College's Privacy Policy, constitute the entire agreement between the parties. No waiver, change, or modification to this AAA will be effective unless in writing signed by both parties. Any notices to Ralston College in connection with this agreement will be made by email transmitted to ralstoncollege@ralston.ac. Notices to you will be made by email or regular mail and will be deemed to have been duly given when sent by Ralston College to the email or mailing address associated with your account. You agree that Ralston College is entitled to seek injunctive and other equitable relief to enforce your obligations to avoid harm that cannot adequately be remedied by monetary damages. The section and subsection headings used in this AAA are for convenience only and will not be used in interpreting this AAA. In the event that any provision of this AAA will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this AAA will otherwise remain in full force and effect and enforceable.