**END USER LICENSE AGREEMENT**

**(Electronically Signed)**

ATTENTION: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CONSENTING TO USE THE THEMIS PORTAL. BY TYPING YOUR CONSENT ("I Agree") AT THE BOTTOM OF THIS PAGE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE THEMIS PORTAL AND SELECT "Cancel" BELOW.

**1. SCOPE OF THIS AGREEMENT.** This END USER LICENSE AGREEMENT ("EULA") is a legal agreement between you (an individual) and Themis Bar Review, LLC ("Themis") governing your use of the Themis Portal available through the ThemisBar.com website ("the website") and any associated information, including but not limited to, content, products, components, media, user manuals or guides, educational materials, and services (collectively, the "Portal"). The Portal is licensed, not sold. By using the Portal, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you are prohibited from using the Portal.

**2. ELECTRONIC SIGNATURE AND DELIVERY.** This EULA and the Portal include important disclosures and information regarding the Portal. When you type "I ACCEPT" and click the Submit button on the website you will be signing and consenting to signing this EULA electronically and will confirm your understanding and acceptance of this EULA and its terms and conditions.

**3. GRANT OF LICENSE.** Pursuant to the terms and conditions of this EULA and the Privacy Policy, Themis grants you a non-exclusive, non-transferable license to use the Portal as an individual user. This license is restricted to your personal use of the Portal as a Themis account holder for the limited purposes described in any Portal documentation and on the ThemisBar.com website. You are acquiring no other right to use artwork, designs, trade secrets, trade names, copyrighted materials, trademarks, or service marks of Themis or its affiliates or agents. You acknowledge that Themis grants this license to you in exchange for your subscription to Themis's bar examination review services. By placing an order with Themis, you represent and warrant that you are 18 years of age or older. You also warrant that you are using the Portal to prepare for a bar exam, MPRE, or law school exam, and not at the direction of or for the benefit of a competitor.

**4. RESTRICTIONS ON USE.** You shall not: (a) use, copy, merge, or make derivative works of the Portal or any part of the Portal, except as specifically authorized in this EULA; (b) rent, lease, sublicense, distribute, transfer, copy, modify, or timeshare the Portal or any of your rights under this EULA, except as expressly authorized in this EULA; (c) provide unauthorized third parties with access to or use of the Portal; (d) reverse engineer, disassemble, decompile, or otherwise attempt to access the source code of the Portal, except and only to the extent that such activity is expressly permitted by applicable law; (e) use automated scripts to collect information or otherwise interact with the Portal in an unauthorized manner; (f) impersonate any person, entity, or otherwise misrepresent yourself, your age, or your affiliation with any entity; (g) use the Portal in any unlawful manner or in any manner that could harm or disable ThemisBar.com; (h) use the Portal to upload, post, send, store, or otherwise transmit any content that Themis finds objectionable; or (i) use the Portal after any expiration, termination, or cancellation of this EULA or the license granted herein.

**5. REGISTRATION INFORMATION.** When you register for access to the Portal, Themis may ask you to provide certain identifying information ("Registration Information"). You agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate any person or entity; misrepresent any affiliation with another person, entity, or association; use false headers; or otherwise conceal your identity from Themis for any purpose. Themis agrees to treat with care the information you provide in accordance with Themis's Privacy Policy. For your protection and the protection of Themis's other customers, Themis prohibits you from sharing your Registration Information (including passwords and usernames) with any other person for the purpose of facilitating their access and unauthorized use of the Portal. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur via the Portal through the use of your Registration Information. You shall be responsible for maintaining adequate security measures to ensure that your password and username are kept confidential. You agree to (a) immediately notify Themis of any unauthorized use of your Registration Information or any other breach of security, and (b) ensure that you exit from your account at the end of each session. If your computer is accessible to others, you are responsible for logging out to prevent unauthorized access. Themis cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

**6. SPECIFICATIONS.** The required software for use of the Portal is Adobe® Flash Player® 9.115, and Adobe® Acrobat Reader® 9.0, or higher. It is recommended that you use a high speed Internet connection for video playback in order to attain optimum performance when operating the Portal. The required operating system for our Android™ applications is Android™ 3.0, and the required operating system for our Apple® applications is iOS® 4. These specifications may change from time to time as documented on the ThemisBar.com website. By consenting to this EULA, you agree to monitor the ThemisBar.com website and implement necessary upgrades as the requirements change.

**7. OWNERSHIP.** The Portal is licensed, not sold, to you for use only according to the terms of this EULA, and Themis reserves all rights, including without limitation intellectual property rights, not expressly granted to you. Themis retains sole and exclusive ownership of the Portal and all title and intellectual property rights therein. The Portal is protected by national and international copyright, trademark, service mark, patent, patent registration, trade secret, know-how, or other proprietary rights and laws, and the unauthorized reproduction or distribution thereof is subject to civil and criminal penalties. To the extent you acquire any right to the Portal or derivative works or improvements of the Portal, you hereby assign to Themis all right, title, and interest in and to the Portal and derivative works and improvements of the Portal.

**8. COMMUNICATIONS.** Any communications or material of any kind that you e-mail, post, or otherwise transmit through the Portal, including data, content, questions, comments, or suggestions (your "Communications") will be treated as non-confidential and non-proprietary. You hereby grant a license to Themis to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the ThemisBar.com website or elsewhere with no liability or obligation to you. Themis and its affiliates, licensors, and agents are free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, without limitation, developing and marketing products using such information, with no additional consideration provided to you.

**9. SUPPORT SERVICES.** Themis or its agents may provide you with support services related to the Portal ("Support Services"). Such Support Services will be provided by Themis or its agents at no charge during the term of this EULA. Use of Support Services is governed by the Themis policies and programs

described in the Portal or on the ThemisBar.com website. Any supplemental materials provided to you as part of the Support Services shall be considered part of the Portal and subject to the terms and conditions of this EULA. With respect to technical information you provide to Themis or its agents as part of the Support Services, you agree and acknowledge that Themis or its agents may use such information for its business purposes, including for product support and development for which you will make no claim. Neither Themis nor its agents will use such technical information in a form that personally identifies you.

**10. USE OF THIRD-PARTY SERVICE PROVIDERS.** Themis may, at its sole discretion and with or without notice, use third-party service providers to assist in providing the Portal (each, a "Third-Party Service Provider"). You consent and authorize Themis to delegate the authorizations you provide to Themis to its Third-Party Service Provider(s) as Themis deems necessary or desirable. You agree that all terms and conditions of this EULA inure to the benefit of such Third-Party Service Providers and such Third-Party Service Providers are deemed to be third-party beneficiaries of this EULA. You also agree that all references to "Themis" within this EULA and any incorporated terms are also deemed to include, where applicable, Themis's agents, such as the Third-Party Service Providers.

**11. EXPORT CONTROL.** You agree that you will use the Portal in accordance with all United States laws and are prohibited from transferring or exporting the Portal, directly or indirectly, outside the United States to any country where doing so is prohibited.

**12. TERM AND TERMINATION.** The license granted to you herein will terminate automatically in the event you violate any provision of this EULA. You may terminate or cancel the license granted by discontinuing use of the Portal and providing Themis written notice. In the event of termination for any reason, you shall either delete or destroy any media containing the Portal or return it to Themis. The termination of this EULA does not relieve either party of its rights and obligations that have previously accrued. All matters that (a) expressly survive the termination of this EULA, (b) relate to the termination of this EULA, or (c) in the normal course would not occur or be effectuated until after any such termination, as well as all rights and obligations of the parties pertaining thereto, shall survive any termination and be given full force and effect notwithstanding any termination of this EULA. Otherwise, the license terminates upon the administration of the applicable bar exam, MPRE, or law school exam. Further, Themis reserves the right to terminate your access and use of the Portal with or without notice.

**13. DISCLAIMER OF WARRANTIES.** THE PORTAL IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; TITLE; NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; THAT THE PORTAL'S FUNCTIONS WILL MEET YOUR REQUIREMENTS; THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE INFORMATION PROVIDED VIA THE PORTAL WILL BE ACCURATE, TIMELY, OR COMPLETE; THAT YOUR REGISTRATION INFORMATION, COMMUNICATIONS, OR OTHER PERSONAL INFORMATION WILL BE SECURE; THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY ADVICE, INSTRUCTIONS, OR RECOMMENDATIONS IN THE PORTAL; OR THAT THE PORTAL WILL BE VIRUS FREE OR OTHERWISE SAFE FOR YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT. NEITHER THEMIS NOR ITS EMPLOYEES, OFFICERS, TRUSTEES, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS, OR LICENSORS PROVIDE ANY GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA, AND EXPRESSLY DISCLAIM ALL LIABILITY FOR STATEMENTS AND CONDUCT OF ANY THIRD PARTIES USING THE PORTAL

AND FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE PORTAL.

**14. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THEMIS OR ITS EMPLOYEES, OFFICERS, TRUSTEES, MEMBERS, AGENTS, CONSULTANTS, CONTRACTORS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PORTAL, RELIANCE ON THE PORTAL OR INFORMATION PROVIDED THEREBY, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR YOUR PERFORMANCE ON THE BAR EXAMINATION. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL LIABILITY FOR ANY DAMAGES, REGARDLESS OF KIND OR TYPE, TO YOU OR ANY OTHER PERSON, EXCEED US $10.00.

**15. PRICING POLICIES.**

**GENERAL PRICING POLICY.** The cost of any **Themis Full Bar Review** course is $1495. Books, taxes, and domestic three-day shipping are built into this price.

- The **California Attorney's Exam Review Course** includes California-specific, multistate, and Performance Test materials, and is available for $1095.
- **Second Bar Exam.** Students have the option to add a supplemental bar review course to a full bar review course for certain jurisdictions for the same examination administration. Currently, the Massachusetts and New Jersey courses can be added to supplement a full bar review course for an additional $150. Students will receive a combined course, not two separate courses.
- The **Multistate Bar Exam Review (MBE) Course** is $895. The MBE course includes all multistate outlines, lectures, handouts, outlines, and practice questions, but does not feature a personal bar exam adviser or graded essays.
- Each **Essay Review Course** is $895 and includes all state-specific outlines, lectures, practice essays, performance tests (where applicable), a personal bar exam adviser, and eight graded essays.

**100% PASS GUARANTEE.** To be eligible, you must (1) have been enrolled in a Full Bar Review course; (2) be a first-time Themis taker; (3) provide documentation that you actually sat for and were unsuccessful on the bar exam; and (4) take the next scheduled bar exam immediately following the course and in the same jurisdiction; in the event you took a supplemental course, you may repeat either the primary full bar review course, or the full bar review course plus the same supplemental course.

**REPEAT POLICY.** Students who wish to repeat their same Themis Bar Review course in the same jurisdiction but do not meet the 100% Pass Guarantee or are not eligible for any refunds will pay $495 for any Themis course taken within two years from the original bar exam date.

**ALUMNI POLICY.** The alumni rate of $995 is available to former Themis students who took a Full Bar Review Course and who wish to sit for the bar exam in another state. This alumni rate is valid for any Themis course taken within five years from the original bar exam date.

**REFUND POLICY.**

- **Full Refund.** Students are entitled to a full refund within five days of the purchase date of their bar exam courses or within five days of the date the course opens, whichever is later, provided they have completed less than 5% of the course, as measured by the Portal. To be eligible for a refund, students must return all materials received from Themis to Themis at 320 West Ohio, Suite 4W, Chicago, IL 60654.
- **Partial Refund**. Within 30 days of the date the course opens or within 30 days of the purchase date, whichever is later, students are entitled to a refund, minus a $495 administrative fee, provided they have completed less than 10% of the course, as measured by the Portal. To be eligible for a refund, students must return all materials received from Themis to Themis at 320 West Ohio, Suite 4W, Chicago, IL 60654.
- Refund requests should be emailed to refund@themisbar.com or submitted in writing to Themis Bar Review, 320 West Ohio, Suite 4W, Chicago, IL 60654. All applicable refunds will be issued in the form of a check within 30 business days of the request or Themis's receipt of the student's returned materials, whichever is later.

**THIRD-PARTY PAYMENT.** In the event that a third party paid for your bar review course, that third party will be entitled to any refunds under the refund and cancellation policies.

**SHIPPING.** Shipping costs for Themis bar review courses are included in the course price, with certain exceptions listed below. All books associated with a Themis bar review course will be shipped UPS Ground unless the student selects a different shipping method.

- Domestic shipping costs are built into the price of tuition.
- Students who chose to have their books shipped next day will have the costs associated with shipment passed onto them for a standard $125 fee. These books will be sent via UPS Next Day Air Saver.
- Students who are studying with Themis outside the United States will be charged the actual cost of shipping, in addition to the $1495 cost of their courses (or other price as listed in accordance with our pricing policies, if applicable). Upon being provided with the desired shipping address from the student, Themis will calculate the cost of shipping, adjust the student's tuition, and contact the student with the new total.
- Students will not be charged for shipment of their MPRE books, but these books will only be shipped within the United States.

**RESERVATION OF RIGHTS.** Themis reserves the right to make exceptions to these policies in its sole discretion without waiving these policies or the right to enforce them.

**16. INDEMNIFICATION.** You agree to defend, indemnify, and hold Themis and its employees, officers, trustees, members, agents, consultants, contractors, and licensors harmless from and against any and all liabilities, claims, and expenses, including attorney's fees, that arise from your use of the Portal, including without limitation, your violation of this EULA. Specifically, you agree to indemnify Themis with regard to any violations of licensing agreements with Apple®, Android™, or the National Conference of Bar Examiners. Themis reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Themis in asserting any available defenses.

**17. ENTIRE AGREEMENT.** This EULA and the Privacy Policy constitute the entire agreement between you and Themis. No waiver of any provision of this EULA may be implied from any failure by

Themis to assert its rights under this EULA on any occasion or series of occasions. No vendor, distributor, dealer, retailer, or other person is authorized to modify this EULA or to make any representation or warranty concerning the Portal other than those specifically set forth in this EULA.

**18. CHOICE OF LAW AND REMEDIES.** This EULA shall be governed and interpreted solely and exclusively in accordance with the laws of the State of Illinois, United States of America, without regard to its conflict-of-law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to this EULA shall be filed only in the state or federal courts located in the State of Illinois, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. In any claim or action between you and Themis with respect to this EULA, you agree that Themis will be entitled to recover its costs and expenses (including attorney's fees), in addition to any other remedy available at law, in equity, or otherwise, if Themis is successful in the prosecution or defense of such claim or action. Any claim against Themis must be brought within one year of the date the cause of action accrued or shall be deemed waived.

In addition to subjecting you to criminal and civil liability, misuse of the Portal and violation of this EULA is a violation of professional ethics, and Themis may report any misconduct to the attorney registration and character and fitness board in your jurisdiction.

**19. GENERAL.** You acknowledge and agree that each provision of this EULA that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this EULA. This EULA shall not be assignable by you but shall be assignable by Themis. If any provisions of this EULA are invalid under applicable law, they shall be enforced to the maximum permissible extent to effect the intent of the parties, and the remaining provisions will remain in full force and effect. Section titles or captions herein, which are included for purposes of convenience only, shall not be considered a part of this EULA in construing or interpreting any of its provisions.

**20. OTHER INTELLECTUAL PROPERTY RIGHTS.** Some of the MBE practice questions and answers, MEE questions and answers, and MPT questions and answers (collectively, "Content") provided in the Portal are copyrighted by the National Conference of Bar Examiners ("NCBE"). They have been included in the Portal with express permission of the copyright owner. You are permitted to view the Content for your personal and non-commercial use only. You are not permitted to copy, modify, reproduce, disclose or distribute any of the Content in whole or in part. Any unauthorized use of the Content is a violation of the NCBE's rights and could subject you and others who are involved to criminal and civil penalties. Additionally, permission to use the NCBE's questions does not constitute an endorsement by NCBE or otherwise signify that NCBE has reviewed or approved any aspect of these materials or the company or individuals who distribute these materials.

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**Clicking SUBMIT Acts As Your Signature**

By checking “I ACCEPT” and clicking the Submit button below you will be signing this EULA with a binding electronic signature, and you acknowledge that you have read and understood this EULA's terms and conditions. You further acknowledge that you are enrolling with Themis Bar Review for the sole purpose of bar exam preparation, and not at the direction of, or for the benefit of, a Themis Bar Review competitor.

I have read, and I understand and agree to, the terms of this agreement.