

TERMS OF USE

These Terms of Use apply to all websites that are owned, operated, and maintained by or for Cut College Costs LLC (“we,” “us,” or “our”) including HBCUmoneyguide.com, cutcollegecosts.info, and other websites on which these Terms of Use are linked (“Site(s)”) as well as your use of the services we provide and other transactions and engagements you might have with us (collectively, “Services”). These Terms of Use take effect when you click or check the applicable button or box associated with these Terms of Use or, if earlier, when you visit a Site or use any of the Services (“Effective Date”).

THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY AND ANY ADDITIONAL AGREEMENTS (DEFINED BELOW) SET FORTH THE LEGALLY BINDING TERMS GOVERNING YOUR USE OF THE SITE(S) AND SERVICES.

We may update these Terms of Use from time to time and if we determine, in our sole discretion, that such update is material, we will notify you of such update either via email or by posting notice of such changes on one or more of the Sites, or by other reasonable means. Your continued access to the Site(s) or use of the Services after our provision of a notice of an updated version of these Terms of Use shall constitute your consent to such updated Terms of Use.

1. Terms of Service

1.1 Access and Use of Services

You may access and use the Site(s) and/or Services offered by us in accordance with these Terms of Use. You may not access or use the Site(s) and/or Services for: (i) developing a product or service that could reasonably be regarded as being competitive with the Site(s)/Services, or (ii) monitoring the availability, performance or functionality of the Site(s)/Services, or for any other benchmarking or competitive purpose.

You shall not, and shall not permit third parties to, block, mask or obscure advertisements that appear on the Website.

1.2 Customer Account

To utilize the Services, you may be required to create an account associated with a valid email address (“Account”). Upon Account creation with our Cut College Costs LLC and/or HBCU Money Guide Service, we may also provide you with a unique service-specific email address as part of your Account (“HBCU Money Guide Email Account”). You are solely responsible for your Account, including for: (i) controlling the access to, and use and security of, the Account and your Content (as defined below), (ii) maintaining the security of the passwords and other measures used to protect access to the Account, and (iii) all instructions provided to us through the Account, whether or not authorized by you. We are not responsible for unauthorized access to the Account. You will contact us immediately if you believe an unauthorized third party may be using the Account. Nothing in the foregoing requires us to monitor the Account for unauthorized access or any other security breach.

“Content” means any information you provide and/or, if you are a Client (defined below), that we collect on your behalf in connection with establishing your Account or your use of the Site(s)/Services. For example, and not limitation, your Content includes information you submit in connection with searching for a scholarship, applying for a scholarship, registering for access to a Site or use of a Service, or

providing a testimonial or story. A “Client” is a business or non-profit organization on whose behalf we collect and process information as a service provider.

1.3 Separate Services; Disclaimer

We may from time to time advertise to you, either through the Sites(s), Services, or separate correspondence, third-party services or offers that are not included as part of the Services, such as services offered by third-party scholarship providers (“Separate Services”). You provide your affirmative consent to receive offers for Separate Services through email (such consent may be withdrawn at any time by sending an email to contact@HBCUMoneyGuide.com with the subject line “Unsubscribe”). You agree to review all terms of service and other agreements related to all Separate Services. You are solely responsible for strict compliance with any such terms of service or other agreements and for any liability arising from your use of the Separate Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OF USE, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SEPARATE SERVICES AND ARE NOT RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE SEPARATE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF ANY MISREPRESENTATIONS OR VIOLATIONS OF LAW. OUR ADVERTISEMENT OF ANY SEPARATE SERVICE DOES NOT CONSTITUTE AN ENDORSEMENT OF THE SEPARATE SERVICE.

1.4 Services Changes

We may change or discontinue any of the Site(s)/Services or change or remove features or functionality of the Site(s)/Services from time to time, without any liability to you. We will use commercially reasonable efforts to notify you of any material change, as determined by us, to or discontinuation of the Site(s)/Services.

1.5 Suspension of Access

At any time, we may suspend the provision of the Site(s)/Services and remove any of your Content transmitted via the Site(s)/Services without liability: (i) if we believe that any Site/Service is being used in violation of these Terms of Use or applicable law, (ii) if we believe that the use of the Site/Services may pose a security risk to us or any third party, (iii) if ordered by a law enforcement or government agency or otherwise in order to comply with applicable law, (iv) if necessary for operation, maintenance or expansion of our Site(s)/Services, or for other technological purposes, (v) if required or requested by a Service Provider (as defined in the Privacy Policy) or if a Service Provider ceases to provide services to us, (vi) if Customer fails to fulfill payment obligations, or (vii) we determine in our sole discretion that suspending or terminating the provision of the Site(s)/Services to you is in our best interest. To the extent practicable, we will use commercially reasonable efforts to notify you prior to suspending the Site(s)/Services to you, but notice is not required.

2. Fees & Billing

2.1 Fees

In consideration for your use of some of the Services, you agree to pay us fees at then-current pricing for the Services as published from time to time on the applicable Site(s)/Services. All payments must be made in United States Dollars.

We may in our sole discretion modify pricing upon the provision of at least 30 days' notice to already-paying customers, by posting a notice on the applicable Site(s)/Services and sending an email to the address maintained for the relevant Account. Unless you notify us in writing of your termination of use of the Services within 14 days after delivery of such notice, you will be deemed to have consented to the updated pricing.

2.2 Billing

We will bill your payment method for the Services, if applicable, either as a one-time payment or in automatically reoccurring payments if you have an ongoing subscription. We will send a sales receipt to you upon request.

Customers with ongoing subscriptions are responsible for maintaining current and complete payment method information on file with our payment processor at all times. Your payment method information, including credit/debit card number or PayPal account information, are stored by our payment processor and may be used for future or reoccurring payments. Changes to on-file payment method information, or requests to delete payment method information on file, must be received by us at least three (5) business days before the next scheduled payment in order to be processed in time for the next scheduled payment. We may change our payment processor at any time with or without notice to you.

All charges are automatically made on your specific billing cycle date as disclosed during the enrollment process. If your Services begin with a free trial period, you must cancel the Services prior to the end of the free trial period in order to avoid being charged.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS RELATING TO CHARGES ASSOCIATED WITH THE SERVICES UNLESS CLAIMED WITHIN SIXTY (60) DAYS AFTER THE APPLICABLE CHARGE.

2.3 Refunds

All payments to us are non-refundable. Notwithstanding the foregoing, if you purchased a Service or downloadable materials that began with a free trial period and do not cancel prior to the end of the free trial period, (i) the first fee paid following the free trial period is non-refundable and (ii) subsequent fees are non-refundable except that we will refund upon request the fee paid for the most recent billing cycle so long as you have not logged into or otherwise accessed or used the Service or downloaded the materials during the applicable billing cycle. If you purchased a Service or downloadable materials that did not begin with a free trial period, fees are non-refundable except that we will refund upon request the fee paid for the most recent billing cycle so long as you have not logged into or otherwise accessed or used the Service or downloaded materials during the applicable billing cycle. To request a refund related to the HBCU Money Guide Service, please contact us at contact@HBCUMoneyGuide.com. At this time, no other Service may incur fees for which refunds may be available.

2.4 Late Fees

We may charge interest on overdue accounts at the lesser of 1.5% per month or the maximum rate permitted by law, plus all reasonable expenses and costs of collection (including collection agency fees, attorney fees and court costs). The assessment of interest shall not limit our other rights and remedies for late payment, including our right to suspend or terminate access to the Services.

2.5 Taxes

You are responsible for all taxes, fees, duties, including penalties and interest, imposed in connection with these Terms of Use and the Services ("Taxes"). You will pay our fees without reduction for Taxes. If we are obligated to collect or pay Taxes, the Taxes will be invoiced to you unless you provide us on a timely basis with a valid tax exemption certificate authorized by the appropriate taxing authority (along with any supporting documentation that we may require in connection with such tax exemption certificate). If any deduction or withholding is required by law, you will notify us and pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding has been required. You shall provide to us original or certified copies of all Tax payments or other evidence of payment of Taxes by you with respect to transactions or payments under these Terms of Use.

2.6 Third Party Fees

Any third party fees (including limitation credit card, debit card, PayPal and bank fees) ("Third Party Fees") are your sole responsibility, and if charged to us, you will pay us an additional amount equaling the Third Party Fees in order to ensure that the net amount that we receive equals the amount we would have received if no Third Party Fees had been charged.

3. Acceptable Use

3.1

You will use the Services in compliance with all applicable laws, ordinances, rules and regulations, will not violate or attempt to violate our system or network security, and will not misuse the Services in any way. You will not (i) engage in, solicit, or promote any activity that is illegal, invasive, violates the rights of others, or could subject us to liability to third parties, (ii) submit Content that is defamatory, misleading, fraudulent, obscene, distasteful, harassing, discriminatory, racially or ethnically offensive, contains sexually suggestive or explicit content, facilitates or promotes illegal activity, or contains illegal content, (iii) distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a disabling, destructive, damaging, or deceptive nature, or (iii) disable, interfere with, or circumvent any aspect of the Services.

3.2

We may, but are not obligated to, monitor and remove Content, and it is your sole responsibility to monitor the content uploaded by you or on your behalf.

4. Publicity

You grant to us and those acting under our authority, and any third party sponsor or co-sponsor of Services ("**Service Partner**"), the unrestricted, absolute, perpetual, irrevocable, royalty-free, worldwide

TERMS OF USE

right and license to use your name, address, photograph, likeness, voice, biographical and personal information, statements, application, essays, and any photograph, film, video, audio recording or other recording taken of you or such materials (collectively, “**Promotional Content**”), and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used, the Promotional Content or any part thereof, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics, video or audio segments of any nature), in any media whatsoever, in connection with our marketing purposes or otherwise; and all the foregoing without any compensation, royalties, remuneration or consideration to you or to any third party, and you hereby waive all claims to compensation, royalties, remuneration, consideration, notice or permission in connection therewith.

5. Customer’s Warranties

You represent and warrant to us that (i) your Content is complete and accurate and does not infringe upon the copyrights, trademarks, rights of privacy, publicity, or other intellectual property rights of any person or entity; (ii) you have obtained permission from any person whose name, likeness, voice, or documents is included in your Content; (iii) our re-publication of all or part of your Content will not violate any third party rights; (iv) you have the requisite power and authority to enter into these Terms of Use and to perform all of your obligations hereunder, (v) you are a natural person over the age of 16 or a legally-existing entity, and (iv) you are not named on any U.S. Government denied party list. You will update your Account information to maintain the accuracy of your Content during the term of these Terms of Use.

6. Indemnification

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, agents and representatives, from and against any claims, damages, losses, liabilities, costs, fines and expenses (including reasonable attorneys’ fees) arising out of or relating to: (i) your actual or alleged use of the Site(s)/Services (including any activities under your Account), (ii) your breach of these Terms of Use or any violation of applicable law, or (iii) your Content, including any claim involving alleged infringement or misappropriation of third-party rights by or in connection with your Content.

We will notify you of any claim subject to indemnification, provided that our failure to do so shall not affect your obligations hereunder except to the extent that our failure to notify you materially delays or prejudices your ability to defend the claim. At our option, you will have the right to defend against any such claim with counsel of your own choosing (subject to our written consent) and to settle such claim as you deem appropriate, provided that you will not enter into any settlement without our prior written consent and provided that we may, at any time, elect to take over control of the defense and settlement of the claim at your expense.

7. Disclaimers of Warranties and Limitation of Liability

7.1 Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE(S)/SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) REGARDING THE SITE(S), SERVICES, ADDITIONAL SERVICES, THIRD PARTY SERVICES, OR SEPARATE SERVICES (COLLECTIVELY, “**ACCUMULATED SERVICES**”), INCLUDING ANY WARRANTY THAT THE ACCUMULATED SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THERE WILL NOT BE ANY TYPOGRAPHICAL OR OTHER ERRORS IN APPLICATIONS. WE DO NOT GUARANTEE THE RECEIPT OF ANY SCHOLARSHIP, AND YOU WAIVE ANY CLAIM AGAINST US IN CONNECTION THEREWITH, EVEN IF YOU WERE OTHERWISE ENTITLED TO SUCH SCHOLARSHIP. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY AND THE SERVICES’ TECHNOLOGY THAT COULD RESULT IN THE LOSS OF YOUR CONTENT, PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND/OR PROPERTY.

7.2 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (COLLECTIVELY “DAMAGES”), HOWEVER CAUSED AND UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT), EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF DAMAGES ARE FORESEEABLE. THIS LIMITATION OF LIABILITY INCLUDES BUT IS NOT LIMITED TO, THE FOLLOWING DAMAGES: (A) YOUR INABILITY TO USE ANY OF THE ACCUMULATED SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO THE ACCUMULATED SERVICES, (II) OUR DISCONTINUATION OF ANY OF THE SERVICES, OR (III) DOWNTIME, INCLUDING ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, (B) THE COST OF OR TIME INVOLVED IN THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, (C) ANY INVESTMENTS, EXPENDITURES, LOST OPPORTUNITIES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OR USE OF THE ACCUMULATED SERVICES, AND (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF US OR ANY OF OUR AFFILIATES, OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR SUPPLIERS, UNDER ANY THEORY OF LAW (INCLUDING FOR BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR INFRINGEMENT), SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY US FROM YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE FIRST CLAIM UNDER THESE TERMS OF USE. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

TERMS OF USE

YOU ACKNOWLEDGE THAT THE FOREGOING DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE ESSENTIAL PARTS OF THESE TERMS OF USE AND ABSENT SUCH DISCLAIMERS AND LIMITATIONS WE WOULD NOT AGREE TO PROVIDE ANY SERVICES TO YOU OR ENTER INTO THESE TERMS OF USE.

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8. Proprietary Rights and Confidentiality

8.1 Your Content

As between you and us, you own all right, title and interest in and to your Content. You grant to us and our successors and assigns, and to such other persons as we may designate from time to time (“sub-licensees”), a non-exclusive, worldwide, unrestricted, royalty-free, irrevocable license to take, use, publish, reproduce, distribute, and/or copyright any and all portions of your Content, including, but not limited to, photographs, text, images, and recordings of you, your name, voice, and likeness, either still, motion picture, or sound, for marketing, advertising, promotion, and trade purposes in any and all publications and media, whether now known or hereinafter invented, in perpetuity. Without limiting any of the foregoing, you irrevocably consent to and authorize the reproduction, alteration, and publication of such Content, in whole or in part, or in any altered or derivative forms, without any future compensation to you and you waive any right to inspect or approve any use of your Content by us. You specifically release us and our sub-licensees of liability of any and every nature, including, but not limited to, claims of defamation, privacy, or publicity arising out of or in connection with any use of your Content, including your name, voice, likeness, image, or recording.

8.2 Services

As between you and us, we or our licensors own and reserve all rights, title and interest in and to the Site(s)/Services, our trademarks, logos and service marks and all modifications to any of the foregoing and all related intellectual property rights, including, without limitation, all content accessible from the Site(s)/Services (other than your Content), whether registered or not and whether registrable or not. You are required to retain all copyright, trademark and other notices on our materials and content.

8.3 Suggestions

Should you provide us with any suggestions or ideas pertaining to the Site(s)/Services (“Suggestions”), we will own all right, title and interest in and to the Suggestions and will be free to use the Suggestions for any purpose without any liability or payment to you. You hereby irrevocably assign to us all right, title and interest in and to Suggestions and agree to provide us with reasonable assistance, at our cost, required or desirable in order to document, perfect and maintain our rights in the Suggestions.

8.4 Confidentiality

You agree not to use any of our Confidential Information except in connection with your authorized use of the Site(s)/Services. “**Confidential Information**” means all non-public information disclosed by us to you in connection with the Site(s)/Services that you should reasonably understand to be confidential, including all non-public aspects of the Site(s)/Services.

8.5 Links to Website

You may link to the Site(s) by using a text link and linking to the Site(s)' homepage or any other webpage or content contained on the Site(s), provided that the link you create and the pages that are activated by the link do not: (i) duplicate our content; (ii) frame or create a border around our content or any pages on the Site(s), or use other techniques that alter in any way the visual presentation or appearance of any of our content; (iii) misrepresent your relationship with us or otherwise create a false affiliation, connection or association with us; (iv) imply that we approve or endorse you, your website or the content contained thereon, or Customer's goods or services; (v) present false or misleading impressions about us or otherwise damage any goodwill associated with our name, Site(s), scholarships, Services, or trademarks; (vi) use our trademarks in page text, metatags or hidden text in order to gain higher rankings from search engines; or (vii) use our name, trademarks, or your relationship with us, in a promotional manner without our prior written permission.

9. Governing Law & Jurisdiction

These Terms of Use will be governed by and construed in accordance with law of the State of Maryland without giving effect to any conflicts of laws provisions that would require the application of the laws of any other jurisdiction. The parties hereby expressly reject any application to these Terms of Use of: (i) the United Nations Convention on Contracts for the International Sale of Goods, and (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended. All disputes arising out of these Terms of Use not subject to binding arbitration (below) will be subject to the exclusive jurisdiction of the state and federal courts located in Baltimore City County, Maryland, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit us from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce our intellectual property rights or to otherwise protect our interests.

10. Binding Arbitration

Any controversy, claim or dispute arising out of or related to these Terms of Use, the Site(s), and/or the Services, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a "Dispute") will be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party. The demand for arbitration will be made within a reasonable time after the Dispute has arisen, but in no event will it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim, or facts forming the basis of the Dispute. The arbitration will be initiated and conducted according to American Arbitration Association rules and procedures for commercial arbitration, including, as applicable, provisions for the resolution of consumer disputes (the "Arbitration Rules"). The arbitration will be conducted in Baltimore City County, Maryland before a single neutral arbitrator appointed in accordance with the Arbitration Rules, or such other location as the parties may agree in writing. The decision of the arbitrator will be final without option to appeal. Disputes with an amount in controversy of \$10,000 or less will be determined on the basis of written submissions only. To the fullest extent permitted by law, the arbitrator will not have the power to award punitive, special, consequential, or indirect damages against any party. Arbitration costs and fees will be divided in accordance with the Arbitration Rules. Each party will be responsible for paying its own

TERMS OF USE

attorneys' fees, costs, and expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY AGREEING TO THESE TERMS OF USE, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION, OR SIMILAR PROCEDURAL DEVICE; AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW EXCEPTING THE RIGHT TO BRING A CLAIM OR DISPUTE IN SMALL CLAIMS COURT IN ACCORDANCE WITH THE ARBITRATION RULES. Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

11. Supplemental Terms for HBCU Money Guide Users

The following supplemental terms apply to your use of HBCU Money Guide, our scholarship search database.

11.1 Additional Services

We may from time to time offer additional services such as downloadable and/or physical materials ("Additional Services"). If you choose to accept or purchase Additional Services, you may be required to enter into a specific agreement for such Additional Services ("Additional Agreement"). Each Additional Agreement to which you agree is supplementary to these Terms of Use and incorporated herein by reference. Unless otherwise provided, the term "Services" shall include the Additional Services.

11.2 Cancellation

You may cancel your Account with the HBCU Money Guide Service by (i) submitting a cancellation request through your Account on the HBCU Money Guide Site; (ii) sending an email to contact@HBCUMoneyGuide.com specifying the email address used for the Account and clearly indicating that you want to cancel.

11.3 Termination

In addition to any other rights to suspend or terminate an Account in the Terms of Use, we may terminate your right to access and use the HBCU Money Guide Service immediately, with or without notice, and without liability (i) if we suspect a breach of the Terms of Use or violation of applicable law, (ii) if we are threatened with a legal claim, including for intellectual property infringement, related to the HBCU Money Guide Service, or (iii) if we determine that the use of the HBCU Money Guide Service by you or our provision of the HBCU Money Guide Service has become impractical or unfeasible for any reason. If you or we cancel or terminate your use of the HBCU Money Guide Service, then: (i) we shall immediately terminate your access to the Service, (ii) all fees and Taxes that you are obliged to pay us, up to the effective date of termination, will be charged at the end of the then-current billing period, (iii) there will be no refund of any amount already paid by you as of the effective date of termination, including any amount in respect of the period following the effective date of termination, and (iv) we will maintain your Content for a period of time in our discretion in accordance with our Privacy Policy.

11.4 Promoted Scholarships

We may from time to time receive compensation from a scholarship provider to visually highlight a scholarship presented to you and/or to move a scholarship to the top or near the top of the list of scholarships presented to you. Paid promotion of a scholarship does not constitute our endorsement or recommendation of that scholarship or the scholarship provider.

12. Supplemental Terms for HBCU Money Guide for Business Users

The following supplemental terms apply to your use of HBCU Money Guide for Business, our scholarship search database management system for businesses and non-profit organizations.

12.1 Personal Information Processing as Service Provider

We may collect and process certain information that identifies, relates to, describes, or is reasonably capable of being associated with a Service user ("Service User PI") on your behalf. Subject to the limited license below in section 12.2, we will not sell Service User PI; share Service User PI for cross-context behavioral advertising purposes; retain, use, or disclose Service User PI for any purpose other than the specific purpose of providing the HBCU Money Guide for Business Service to you or as otherwise permitted by applicable data privacy laws and regulations, including retaining, using, or disclosing Service User PI for a commercial purpose other than providing the HBCU Money Guide for Business Service to you; retain, use, or disclose Service User PI outside of the direct business relationship between you and us; or combine Service User PI we process on your behalf with personal information we process on behalf of ourselves or third parties. The processing we undertake in connection with the HBCU Money Guide for Business Service includes collecting Service User PI as directed by you and processing Service User PI for the purposes of scholarship searches on your behalf. We will provide reasonable assistance to you in responding to legally valid data subject requests related to Service User PI we collect and process on your behalf by providing you copies of and/or deleting Service User PI we hold on your behalf. Notwithstanding the foregoing, you acknowledge that you are solely responsible for (i) informing us of such request and providing all information we need in order to assist you in response to such request and (ii) responding to data subject requests, and if we receive a data subject request relating to your Service User PI, we may forward such request to you for response. We will use reasonable technical, organizational, and physical safeguards to protect Service User PI we process on your behalf from unauthorized or unlawful access, disclosure, use, or deletion. We will treat Service User PI we process on your behalf as your confidential information under an obligation of confidentiality. We will return or delete all Service User PI we process on your behalf as requested by you at the end of your use of the HBCU Money Guide for Business Services unless we need to retain the Service User PI for compliance with applicable laws. Notwithstanding the foregoing, you acknowledge that when not acting on your behalf we may also collect and/or process the personal information of a Service User on behalf of ourselves or another client and that all personal information we collect and/or process in that capacity is not considered Service User PI.

12.2 Limited License to Use Service User PI for Marketing Purposes

You grant us a limited, perpetual, global, non-revocable license to use Service User PI for our own marketing purposes such as advertising other of our products or services to consumers. We agree that if a consumer whose Service User PI we received from you exercises a right under applicable laws to

TERMS OF USE

prevent the sale of their personal information to third parties, and you provide us with notice of that request either through a tool we make available to you or through a written notice, we will not use such consumer's Service User PI for our marketing purposes and will only process it in accordance with our obligations in providing the HBCU Money Guide for Business Service to you.

12.3 Compliance with Privacy Laws

You and we will at all times comply with all applicable data privacy laws and regulations, including without limitation the California Consumer Privacy Act, California Privacy Rights Act, Connecticut's Act Concerning Personal Data Privacy and Online Monitoring, Colorado Privacy Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act. You represent and warrant that you have obtained all necessary consents from and have provided all legally required notices to the individuals whose Service User PI we collect and/or process on your behalf. If we determine that we are no longer able to comply with applicable data privacy laws and regulations with regard to our activities processing Service User PI on your behalf or in our use of Service User PI that you provide to us pursuant to section 12.2, we will provide notice of such determination to you within five (5) business days of making that determination. You may take reasonable and appropriate steps, at your own cost, to stop and remediate our unauthorized or noncompliant use of the Service User PI.

12.4 Subprocessors

We will not disclose Service User PI we process on your behalf to any third party (including subprocessors) without your prior consent. You consent to our disclosure of Service User PI we process on your behalf to the subprocessors identified on our subprocessor webpage. We will notify you of any proposed changes to the subprocessors used by posting an update on our subprocessor webpage. You should regularly check the subprocessor webpage for changes. You will have ten (10) business days to object to each change beginning on the date we post the change to the subprocessor webpage (the "Objection Period"). If you do not object to the changed subprocessors by sending us written notice within the Objection Period, you will be deemed to have approved and consented to the changed subprocessor. We will not disclose Service User PI we process on your behalf to a new subprocessor until the expiration of the Objection Period. If you object to a subprocessor, you and we will negotiate in good faith to resolve your reasonable concerns related to the subprocessor or arrive at a workaround plan. If you and we are unable to arrive at a mutually agreeable accommodation, you or we may immediately terminate your Account and use of the HBCU Money Guide for Business Service. We will have no liability to you for a termination as a result of inability of you and we to reach a mutually agreeable accommodation. In connection with any authorized onward transfer of Service User PI we process on your behalf, we will (i) require by contract that the subprocessor not disclose the Service User PI to any other third party and only process such Service User PI for the purpose of providing services to us; and (ii) contractually impose upon the subprocessor data protection obligations that are at least as restrictive as those under these supplemental terms, including, but not limited to, the obligation to provide at least the same level of privacy and data security protection for such Service User PI as is required under applicable data privacy laws and regulations.

12.5 Compliance Assessment

You may take reasonable and appropriate steps, at your cost, to ensure we process Service User PI on your behalf in compliance with these supplemental terms and with applicable data privacy laws and regulations, including, no more than once per twelve-month period upon at least thirty (30) days advance written notice to us, conducting an assessment of our processing practices. You may use a third-party independent assessor to conduct the assessment so long as such third-party assessor agrees to confidentiality restrictions at least as restrictive as those in the Terms of Use. We will reasonably cooperate with such an assessment so long as you take reasonable efforts to minimize the burden of such assessment on our everyday business operations. We will also, upon your reasonable request and at your cost, provide you with information in our possession necessary to demonstrate compliance with these supplemental terms and applicable data privacy laws and regulations in connection with our processing of Service User PI on your behalf.

12.6 Cancellation

You may cancel your Account with the HBCU Money Guide for Business Service by (i) submitting a cancellation request through your Account on the HBCU Money Guide for Business Site; (ii) sending an email to contact@HBCUMoneyGuide.com specifying the email address used for the Account and clearly indicating that you want to cancel.

12.9 Termination

In addition to any other rights to suspend or terminate an Account in the Terms of Use, we may terminate your right to access and use of the HBCU Money Guide for Business Service immediately, with or without notice, and without liability (i) if we suspect a breach of the Terms of Use or violation of applicable law, (ii) if we are threatened with a legal claim, including for intellectual property infringement, related to the HBCU Money Guide for Business Service, or (iii) if we determine that the use of the HBCU Money Guide for Business Service by you or our provision of the HBCU Money Guide for Business Service has become impractical or unfeasible for any reason. If you or we cancel or terminate your use of the HBCU Money Guide for Business Service, then: (i) we shall immediately terminate your access to the HBCU Money Guide for Business Service, and (ii) we will maintain your Content for a period of time in our discretion in accordance with our Privacy Policy.

13. Copyright Notice

If you believe that any material on the Sites infringes your copyright rights, please contact:

Cut College Costs LLC
Attn: Copyright Manager
822 Guilford Avenue, #1514
Baltimore, Maryland 21202
Email address: contact@HBCUMoneyGuide.com

In your notice, please include:

- Your physical or electronic signature;

- Identification of the copyrighted work you claim to have been infringed, or, if there are multiple copyrighted works, a list of such works;
- Identification of the material that you claim to be infringing, and where the material is located on the Sites or Services;
- Your address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you or the law; and
- A statement, under penalty of perjury, that the information in your notice is accurate.

If the notice is submitted by someone else on your behalf, the notice must also contain a statement that, under penalty of perjury, the person submitting the notice is authorized to act on your behalf. Upon receipt of your notice, we will remove the offending Content as required by law. If we receive a counter notice, we will provide it to the disputing party and allow the parties to resolve the matter between themselves through legal processes. We also have a policy of terminating account holders who repeatedly violate the copyright and other intellectual property rights of others.

14. Miscellaneous

14.1 Non-Waiver

A party's failure or delay in enforcing any provision of these Terms of Use will not be deemed a waiver of that party's rights with respect to that provision or any other provision of these Terms of Use. A party's waiver of any of its rights under these Terms of Use is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

14.2 Construction

The headings in these Terms of Use are not part of these Terms of Use but are solely for the convenience of the parties. As used herein, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in these Terms of Use to "Sections" refer to sections herein.

14.3 Survival

All provisions of these Terms of Use which by their nature would survive the termination of these Terms will be deemed to survive.

14.4 Force Majeure

Neither party shall be in default of any obligation under these Terms of Use if the failure to perform the obligation is due to any event beyond that party's reasonable control, including electrical or internet failure, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or events of a magnitude or type for which precautions are not generally taken in the industry.

14.5 Severability

If any provision of these Terms of Use is held to be unenforceable for any reason, in whole or in part, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof. Any such unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

14.6 Assignment

Customer may not assign these Terms of Use without our prior written consent.

14.7 Notices

Customer may not assign these Terms of Use without our prior written consent. We may provide notice of changes to these Terms of Use to you either via e-mail or by posting a notice of such changes on our website. You may provide notice to us by courier, mail or e-mail, provided that receipt of such notice is verified in writing by us. We can be reached at contact@HBCUMoneyGuide.com, or at Cut College Costs LLC, 822 Guilford Avenue #1514 Baltimore, Maryland 21202.

14.8 Entire Agreement

These Terms of Use, along with our other policies (including our Privacy Policy) and terms referenced herein, are the complete and exclusive agreement between the parties regarding its subject matter hereof and supersede and replace any other written or oral agreement, understanding or communication regarding such subject matter.