

TERM OF USE

The Think Academy website and Think Academy Classroom app is operated by Think Academy International Education, Inc., a California corporation. (hereinafter the "Company"). Access or use of this Website by any user, including purchase or receipt of services and access our online programs (collectively, the "Services") made available through the Website and/or the apps, whether for the user or for anyone else, is conditioned on such user's acceptance of the terms and conditions set forth herein (the "Terms of Use").

BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THE SERVICES.

The terms "We", "Our", "Us", "Company" and "Think Academy" refer exclusively to Think Academy International Education, Inc., a California corporation, and its subsidiaries and affiliates. The terms "You" and "Your" refer exclusively to You, as a subscriber of the Services.

We reserve the right to change Our Terms of Use from time to time by posting the changes here. We will notify You of any changes by posting the new Terms of Use on this page. If We make any changes to these Terms of Use that significantly affect Your rights, We will let You know via email and/or a prominent notice on the Website or through our services, prior to the change becoming effective and update the "effective date" at the top of these Terms of Use. You are advised to review these Terms of Use periodically for any changes. Your use of Our Services after We have made changes to Our Terms of Use will mean that You have accepted those changes.

I. Enrollment

1. Long-term Course: Our long-term courses are scheduled for Spring, Summer, and Fall semesters.
2. Short-term Courses, Activities, and Exams: Think Academy provides various short-term courses, activities, and evaluations throughout the year. Please refer to our Website or App notice for detailed information.

II. Payment & Refund

1. Acceptable Payment Method: We support online payment through Paypal, Stripe, and AliPay. We also accept cash and check payments at our service center.
2. Tuition: Tuition varies based on the subject and courses. Please refer to the course information on our websites for details.
3. Registration Fee: We'll charge an annual registration fee for students enrolling our Long-term Course.
4. Refund for Long-term Course:
If the student withdraws from the course after the first class and You request a refund before the second class, a full refund of tuition, after deducting the Registration Fee, if applicable, will be issued in the form of original payment.

If the student drops the course after the second class, we will deduct the prorated tuition fee for classes attended, including the trial class and applicable Registration Fee before refund.

5. Refund for Short-term Courses and Activities:

Since there is no trial class provided for short-term courses, activities, or evaluation tests, a refund for these courses will deduct the prorated tuition for classes attended.

6. Timing of Refund. Make sure to apply for a refund before the next scheduled class. Please note, no refund will be credited to passed or commenced classes. If a new class started before a refund request is submitted, a prorated tuition would be debited from the refund, regardless of the student's attendance of that class. We will not refund for absence from class due to personal reasons. Courses that concluded are nonrefundable.

7. Refund Process

You could request a refund through the Think Academy App or apply for a refund at our service center. The refund will go back to the original payment method within 14 business days.

III. **Class Rescheduling & Transfer**

1. Leave of Absence: Parents should notice the teacher regarding any absence the student may have ahead of time so that we may, but are not obligated to, assist in transferring and rescheduling the class.
2. Reschedule & Transfer Policy: we could accommodate class rescheduling or class transfer for courses of the same year, same semester, same grade, same subject, and same price, with the same total number of classes or number of remaining classes.
3. Reschedule & Transfer Limit: For each Course, parents could request to reschedule four times and transfer for one time. Reschedule and transfer is subject to the capacity of other classes.
4. Reschedule & Transfer Request: Parents could submit the reschedule & transfer request through the Website.

IV. **Privacy Policy**

1. General Provision: We commit to protect your personally identifiable information. The collection, use, and disclosure of information about You in connection with Your use of Our services, including those offered through Our Websites and/or our Services (including our online programs) are subject to our [Privacy Policy](#).

Under our [Privacy Policy](#), the information you submit to us may be used by us to contact you, or advise you of other information regarding the Company. We also may contact you from time to time for marketing communications and offer other materials that We believe may be of interest to You, such as sending you newsletters or other direct

communications. You can always opt out of receiving such communications from us. To opt out, please follow the unsubscribe link or instructions provided in any email we send.

2. Children's Privacy Protection: We provide tutoring and other educational programs to children under the age of 13 ("Children", "Child" or "Student"). We comply with the Children's Online Privacy Protection Act ("COPPA"). Following COPPA requirements, we inform you of our practices with regards to our collection, use, or disclosure of personal information from children under the age of 13, and to obtain verifiable parental consent prior to collecting, using, or disclosing any such information. For more information, please review our [Privacy Policy](#).
3. Changes to the Privacy Policy: We reserve the right to change Our Privacy Policy from time to time by posting the changes [here](#). We will notify You of any changes by posting the new Privacy Policy on that web page. If We make any changes to this Privacy Policy that significantly affect Your rights, We will let You know via email and/or a prominent notice on the Website or through Our Services, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. Your use of Our Services after We have made changes to Our Privacy Policy will mean that You have accepted those changes.
4. Approval for Real-Time Video and Audio Communication: You are aware that Think Academy Classroom uses real-time video and audio communication to optimize students' learning experience. You hereby grant consent for the student under your guardian to participate the real-time video/audio communication. For further information, please refer to our [Privacy Notice](#) for detailed information.
5. Use of Client Generated Material: You agree to authorize Think Academy to use photographs, voice, image, and other information submitted by you or your students in Think Academy's publications, promotion materials, social networks, and Website, without compensation and prior notice. You release and hold the Think Academy harmless from any liability stemming from using such material.

V. Copyright

1. Copyright Owners: All copyrights to this Website and any software or technology underlying the services provided on or through our websites and all other software, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, or other data or copyright materials available on the Website or delivered via the Website (collectively

known as the "Content") belong to the Company or other copyright holders (the "Copyright Holders"), and are protected under the copyright laws, treaties and other laws of the relevant country.

2. Use of the Content: Except as expressly authorized by us or in these Terms of Use, you may not copy, reproduce, publish, perform, distribute, disseminate, broadcast, circulate, modify, create derivative works of, rent, lease, sell, assign, sublicense, otherwise transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit our websites and any Content, in whole or in part.
3. Content Generated by Using Our Service: You will be able to submit, upload, create audio, video, picture and other content to the service platform. All user-generated content shall remain the property of the content creator. By submitting, recording, or distributing the user-generated content, you grant us an unlimited, nonexclusive, worldwide, free license to store, transfer and use such content on or through any medium now known or hereafter developed.
4. Links: If you would like to set a link to our Website, or to publish our Website's URL in any magazine, book or other publication, please inform us in written specifying the URL of the Website to be linked in advance. Please be advised that we may decline such request.

Any website linked to, or from our Website ("Linked Site") are operated by their respective operators under their own responsibility. You must comply with the terms of use of the respective Linked Site. We are not responsible for the content of any Linked Site or any use thereof. We provide these links to you only as a convenience, and the inclusion of any such link does not imply endorsement by the Company of the site or any association with its operators.

VI. Parents Audition

You are welcomed to audit the class. Please remain quiet and respectful when observing the learning process. Any improper behavior that interrupted the classes may result to the suspension of the violator's audition privilege and/or the student's enrollment.

VII. Prohibited Acts

In access and use of our Website and the Service (including the online programs), You must comply with these Terms of Use and other Company policies, including the Privacy Policy, in addition to the comply with the provisions above; you may not commit any act which:

- Causes, or may cause, any damage to the Company, its affiliates, or any third party;
- Disturbs, or may disturb, public order;

- Constitutes or leads to, or may constitute or lead to, any crime;
- Disclose to or request from a tutor any information that could be considered personal information, including name, address, telephone number, email address, social security number, password, as well as information that would allow either you or the tutor to identify or locate the other;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others, or damages the reputation or credit of the Company, its affiliates, or any third party;
- Publish, distribute or disseminate any topic, name, material or information that is inappropriate, profane, defamatory, infringing, obscene, disruptive, threatening, abusive, harassing, embarrassing, tortuous, indecent or unlawful
- Causes, or may cause, any use or provision of computer viruses or other harmful programs;
- Upload or otherwise distribute files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity), including any patent, trademark, trade secret, copyright, or other proprietary material or information, unless you own or control the rights thereto and/or have received all necessary consents.
- Advertise, endorse or offer to sell or buy any goods or services for any business purpose, or otherwise transmit promotional materials, "junk mail," "spam," or conduct or forward surveys, contests, chain letters, pyramid schemes, or other forms of advertising or solicitation.
- Violates, or may violate, any law;
- Causes, or may cause, any misunderstanding that an individual or entity is associated with the Company or that the Company supports, endorses or recommends a linked site;
- Provides any frame link or other link in a manner that makes it unclear that the linked content is from this Website; and which
- The Company otherwise deems inappropriate.

VIII. Termination of Use

We reserve the right in our sole discretion to access, review or record any and all activity on our Website including, without limitation any files, documents, photos, software, or other materials, information or communications transmitted through or stored on the Website. Materials uploaded to the Website or Our Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations.

We reserve the right, in our sole discretion, to monitor, restrict, block, discontinue, limit, suspend or terminate your access and use of the Website and the related Services (including

our on-line tutoring programs) or any portion thereof at any time, for any reason, without notice. We further reserve the right to edit, remove, delete, or block any and all posts, files, photos, documents, or any other transmission or communication of any kind to and from the Website, as well as any information related to your activities on the Website and your activities related to Our Service.

IX. Disclaimers

We do not make any warranty regarding the substance of the information contained in our Website or Service, including its accuracy, usefulness, or authenticity. We do not guarantee that our Services (including our online tutoring programs) will be available at any given time. We are not liable for any damages caused by any use of this Website, our Service or any information contained therein.

We may alter any information or Service on our Website or suspend or terminate the operation of our Website without prior notice. We are not liable for any damages caused by any such alterations, suspensions, or termination, regardless of the reason thereof.

We make no guarantee as to confidentiality or security of the information you transmit to the Website or provided in connection with our Service. You expressly assume the risk of any unauthorized disclosure or intentional intrusion or of any delay, failure, interruption or corruption of data or other information transmitted in connection with your use of the Website.

X. Liabilities and Limitations

You acknowledge that any use or disclosure of Company proprietary or confidential information in violation of these Terms of Use will result in irreparable harm to Company and/or its subsidiaries or affiliates, and that Company will have the right to equitable and injunctive relief to cease and prevent such use or disclosure.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, MISSING PACKAGES, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, INTENTIONAL OR MALICIOUS ATTEMPTS AT INTRUSION INTO YOUR CONFIDENTIAL AND PERSONAL INFORMATION, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITES OR SERVICES, WITH THE DELAY OR INABILITY TO USE THE WEBSITES OR RELATED COMPANY SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND MATERIALS OBTAINED THROUGH THE WEBSITES, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITES AND SERVICES, WHETHER BASED

ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

XI . Force Majeure

For health and safety consideration, We may cancel the class or activity due to force majeure or other reason that is beyond our control, including but not limited to war, terrorism, disease or medical epidemics or outbreaks, extreme weather conditions, utility interruption, governmental action. Think Academy may, at its sole discretion, but is not obligated to, use commercially reasonable efforts to provide make-up classes at a different time or on another premise/platform.

XII. Waiver & Release

As a consideration to enroll the student into the courses and activities provided by Think Academy, Parent hereby waives, release, and discharges any and all claims for personal injury or property damage that the student or the parent may have against the Think Academy International Education, Inc. The release intends to discharge the Think Academy International Education, Inc., its officers, employees, and representatives from and against any and all liability arising out of or connected in any way with the student's participation in the courses and activities.

XIII. Indemnity

You agree to indemnify, defend and hold harmless the Company, and its officers, directors, employees, contractors, agents, other workforce members, licensors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from either from any violation of the Terms of Use. If you cause any technical disruption of our Website or any system transmitting or supporting our Website to you or others, you shall be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

XIV . Governing Law and Jurisdiction

The use of our Website and the interpretation and application of this Terms of Use shall be governed by the laws of the State of California; all disputes in connection with our Website shall be resolved under the exclusive jurisdiction of courts located in California.

XV. Dispute Resolution

To resolve any dispute amicably, you agree to first discuss the dispute informally for at least 30 days by sending us Dispute Notice to the address listed in Section 12.

IF THE DISPUTE IS NOT RESOLVED WITHIN 30 DAYS UPON RECEIVING THE DISPUTE NOTICE, PARTIES HEREBY AGREE TO RESOLVE THE DISPUTE THROUGH A BINDING ARBITRATION IN ACCORDANCE WITH THE AAA'S COMMERCIAL ARBITRATION RULES.

The Arbitration will be heard and determined by a single neutral arbitrator who is a lawyer or retired judge, who will administer the proceedings in accordance with the AAA's Supplementary Procedures for Consumer Related Disputes.

XVI. Contact Us

If You have any concerns relating to these Terms of Use, You may correspond with Us at the following address:

Email: contact@thethinkacademy.com

Tel: 844-844-6587