

## BARBRI Bar Exam Review Course enrollment agreement

**Payment and tuition.** You reserve your BARBRI bar review tuition price upon our receipt of your enrollment and an initial payment of \$295. You understand that all payments up to \$295 are non-refundable. To avoid a \$75 late fee, your full balance due (tuition, material deposit, shipping, and tax) must be paid in full by April 15 for the July bar exam review course or November 15 for the February bar exam review course. Unless you are billing your employer, you authorize BARBRI to charge the credit card on file for the balance due, the printed material deposit, shipping charges, and applicable sales taxes or other applicable fees. Your tuition price will be reserved for up to two years following the date of your graduation from law school. If, through a BARBRI promotion, you reserved your BARBRI Bar Review tuition price with a non-refundable registration fee less than \$295, an additional payment of \$200 is due on September 1 prior to your bar review course.

**Refundable materials deposit for Guided Pass, Ultimate Pass, Firm Pass and Firm Pass Plus.** Prior to receiving your printed course materials, you are required to pay a \$250 refundable printed material deposit plus shipping and handling fees. To receive a refund of your printed material deposit, you must return, at your expense, all your printed bar review course materials to BARBRI no later than 30 days after your jurisdiction's bar exam results are released. BARBRI will refund your printed material deposit within 75 days after receipt of all your printed materials. If you choose to keep any of your printed bar review materials, you forfeit your entire printed material deposit. Printed material deposit refunds can only be made to students who have paid in full for the bar review course and who have paid a printed material deposit. **Self Pass** enrollees are not eligible to receive printed course materials or a refund of a printed material deposit.

**Access to materials.** You shall gain access to the bar review course online materials and, for **Guided Pass, Ultimate Pass, Firm Pass and Firm Pass Plus** enrollees, you may request shipping of printed course materials (when available for distribution) and, for **Ultimate Pass** enrollees, you may request shipping of the computer tablet (or similar technology item) once any of the following requirements are met: (i) your account has been paid in full, or (ii) you have enrolled in a monthly installment payment plan and have at least \$1,000 paid on your account or (iii) you have confirmed employer billing with BARBRI and your employer. If you are an **Ultimate Pass** enrollee and have met the above requirements for access to materials, you must request shipping of the computer tablet (or similar technology item) no later than January 15 for the February bar exam review course or June 15 for the July bar exam review course; after which, access to the computer tablet (or similar technology item) will expire. Course access is valid through the bar exam date of your original course registration with us, and your access will expire once the bar exam has commenced.

**Upgrades and downgrades.** If you are a **Self Pass, Guided Pass or Firm Pass** enrollee, you may upgrade at any time by agreeing to pay the tuition in effect at the time of the upgrade for the upgraded package.

If you are an **Ultimate Pass** or a **Guided Pass** enrollee and have not received access to online course materials or printed course materials, you may downgrade to **Self Pass** at any time by agreeing to pay the tuition in effect at the time of the downgrade. If you are an **Ultimate Pass** enrollee and have not received access to online course materials, you may downgrade to **Guided Pass** at any time. In the event of any downgrade, **Ultimate Pass** enrollees will not be able to return or request a refund or credit for the computer tablet, if received, and will be charged \$500 in addition to the tuition of the new course.

**Cancellation and refunds.** You may cancel your enrollment before 12:00 a.m. (CDT) on the fifth business day following the date of this agreement by delivering a written request for cancellation to service@barbri.com and receive a full refund of all payments made less the value of any promotional gift cards received if any, and less \$500 if you received a computer tablet (or similar technology item), as long as printed course materials have not been received, or bar review course online access has not been provided. If your payments are less than the value of any promotional gift cards received plus \$500, if you received a computer tablet (or similar technology item), you agree to pay such deficit amount.

Beginning at 12:00 a.m. (CDT) on the fifth business day following the date you enter into this agreement, if printed course materials or bar review course online access has not been provided, you may cancel your enrollment by (i) delivering a written request for cancellation to service@barbri.com. You will forfeit any non-refundable registration fee, plus (i) the value of any promotional gift cards received and (ii) \$500, if you received a computer tablet (or similar technology item), if applicable. If you were being billed through your employer and received a computer tablet (or similar technology item), you agree to pay a \$500 non-refundable computer tablet payment. If your payments are

less than the value of any promotional gift cards received or \$500 computer tablet payment due, you agree to pay such deficit amount. You authorize BARBRI to charge the applicable amount to the credit card on file and/or commence a collection action against you. However, you may not cancel your enrollment once printed bar review materials have been received or bar review course online access has been provided.

## BARBRI guarantee

**Self Pass.** If you take **Self Pass** for the first time for a particular state, complete eighty-seven percent (87%) of the BARBRI bar review course and you do not pass that state's bar exam or do not sit for that state's bar exam; you may take **Self Pass** for the same state the next time a course is offered without paying additional tuition. If you do not complete eighty-seven percent (87%) of the BARBRI bar review course, you may purchase **Self Pass** for the same state the next time a course is offered for a tuition of \$750.

**Guided Pass or Firm Pass.** If you take **Guided Pass** or **Firm Pass** for the first time for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, you may take **Guided Pass** or **Firm Pass** for the same state and attend broadcast sessions or classrooms, if available, the next time a course is offered without paying additional tuition. If a new edition of printed materials has been released or if you wish to receive a replacement set of materials, you must pay a \$250 refundable material deposit plus shipping and handling fees to enroll in the repeat course.

**Ultimate Pass or Firm Pass Plus.** If you take **Ultimate Pass** or **Firm Pass Plus** for the first time for a particular state and you do not pass that state's bar exam or do not sit for that state's bar exam, you may take **Ultimate Pass** for the same state and attend broadcast sessions or classrooms, if available, without paying additional tuition until you pass that particular state bar exam. You will be required to produce proof of registration for the state bar exam administration, which corresponds to the BARBRI course administration that you are utilizing and are required to sit for such bar exam to continue to use the guarantee, in the event you do not pass. If a new edition of printed materials has been released or if you wish to receive a replacement set of materials, you must pay a \$250 refundable material deposit plus shipping and handling fees to enroll in the repeat course. You are only allowed one computer tablet (or similar technology item) as part of **Ultimate Pass**. As part of **Ultimate Pass**, you are entitled to up to three reimbursements of state assessed bar examination registration fees of up to \$500 for your future bar exam dates if you do not pass your initial bar exam and are required to take a subsequent bar exam in that same state. You will be required to produce proof of registration, valid receipts, and your results to BARBRI to be eligible for this reimbursement, which will be paid within thirty (30) days after the applicable bar examination results are released.

**Late payment policy.** You are responsible for your payment obligations, and these payments must be received in full by the due date. If you fail to make payment, your online course access will be immediately suspended; and if the overdue payment is not made within ten (10) days after the scheduled payment date, a twenty-five dollar (\$25) late fee will be applied to your account. Your online course access will be suspended until the overdue payment is received by BARBRI.

**Course location.** For **Guided Pass, Firm Pass, Ultimate Pass** and **Firm Pass Plus** enrollees only, locations are subject to availability and depend upon sufficient student interest. Seating may be limited. Your course location selection cannot be confirmed until your final semester of law school, and your account is paid in full. Location reservations are processed in the order of receipt. Class schedules and locations are subject to change and/or cancellation. **Self Pass** enrollees are not eligible to attend a course location.

**Course transfer and postponement.** If requested before 12:00 a.m. (CDT) on the fifth day of the originally scheduled bar review session, and if you have not been shipped, bar review course materials, attended a bar review class, or accessed online bar review content, you may transfer this enrollment, and all payments made only one time to a different BARBRI jurisdiction or later session in the same jurisdiction. You will be subject to the recipient jurisdiction's taxes and BARBRI's tuition, terms, and conditions in the recipient jurisdiction. Transfer and postponement requests are subject to a \$75 transfer fee.

**Mobile devices, phone calls, and SMS.** If you provide BARBRI with a telephone number, such as when you purchase, enroll in, or use a BARBRI product or service, you agree that BARBRI may contact you about your product or service and other products, services, and opportunities by telephone and/or text message utilizing automated technology at such telephone number(s). You understand that this consent is not required to purchase goods or services from BARBRI if you wish to stop receiving SMS messages, text "STOP" to BARBRI (227274).

**Technical requirements.** You will be responsible for meeting and maintaining the minimum technical requirements for your computer or computer tablet to access certain features of your program. Access to programs may require internet access, for which BARBRI is not responsible.

**Alumni policy.** If you take a BARBRI bar review course in a second state or repeat a course more than once in the same state, you may take that course at the alumni price in effect at the time of taking the second state or repeat the course.

**Liability for lost, stolen or damaged written materials.** You must pay a \$500 charge to replace a Conviser Mini Review book and a \$200 charge to replace any other lost, stolen, or damaged volumes. Lecture handout materials and supplemental study aids cannot be replaced.

**Copyright.** You acknowledge that BARBRI owns all rights, title, and interest in and to all lectures and course materials, all of which are protected by copyright laws and shall not be shared, sold, copied, recorded, or reproduced by you by any means for any purpose.

**Assignment.** You may not assign this agreement or any of your rights hereunder.

**Default.** Should you default on all or any part of your obligations arising from this agreement, you are liable for all losses suffered by BARBRI in connection with such default. BARBRI also reserves the right to terminate your enrollment for any reason.

**Americans with Disabilities Act (ADA).** BARBRI complies with the Americans with Disabilities Act of 1990 and provides appropriate auxiliary aids and services to students with disabilities. If you have a disability and want to request an accommodation under the ADA, please ask for a Request for Accommodation form. Requests must be made at least 90 days before the course begins to ensure timely receipt of course materials.

DISCLAIMERS AND LIMITATION OF LIABILITY. BARBRI MAKES NO WARRANTY OR REPRESENTATION AS TO THE SUITABILITY OR QUALITY OF ITS SERVICES OR MATERIALS AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANYTHING DONE OR OMITTED IN RELIANCE UPON ITS SERVICES OR MATERIALS. YOU SHALL HAVE SOLE RESPONSIBILITY FOR FULFILLING ANY REQUIREMENTS OR ACCOMPLISHING ANY OBJECTIVES FOR WHICH YOU PURCHASED ANY OF BARBRI'S SERVICES OR MATERIALS. BARBRI EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY WAIVE, ALL IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL BARBRI BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES EVEN IF BARBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO CASE SHALL BARBRI'S LIABILITY ARISING OUT OF OR RELATED TO BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED \$250.

ARBITRATION AND CLASS/COLLECTIVE ACTION WAIVER. ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, OTHER THAN DISPUTES RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING WHETHER THE DISPUTE IS ARBITRABLE AND THE SCOPE OF THIS ARBITRATION AGREEMENT SHALL BE FINALLY RESOLVED BY ARBITRATION ADMINISTERED BY A SINGLE ARBITRATOR UNDER THE THEN-APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE GOVERNED BY AND CONSTRUED BY FEDERAL LAW TO THE FULLEST EXTENT POSSIBLE AND, WHERE NO FEDERAL LAW EXISTS, THE LAWS OF THE STATE OF TEXAS. UNLESS OTHERWISE AGREED BY THE PARTIES, THE ARBITRATION SHALL TAKE PLACE IN THE LARGEST CITY WITHIN 100 MILES OF YOUR LAW SCHOOL OR PERMANENT RESIDENCE, AS AGREED BY THE PARTIES, AND THE INITIAL FILING FEE ASSOCIATED WITH ANY ARBITRATION WILL BE BORNE BY BARBRI. JUDGMENT ON THE ARBITRAL AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. YOU AND BARBRI EACH WAIVE, TO THE FULLEST EXTENT, PERMITTED BY LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY SUIT, ACTION, CLAIM, OR PROCEEDING SUBJECT TO THIS PROVISION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHOULD YOU WISH TO INITIATE A LEGAL ACTION AGAINST BARBRI, YOU WAIVE ANY RIGHT OR ABILITY TO BE A CLASS OR COLLECTIVE ACTION REPRESENTATIVE OR TO OTHERWISE PARTICIPATE IN ANY PUTATIVE OR CERTIFIED CLASS, COLLECTIVE OR MULTI-PARTY ACTION OR PROCEEDING BASED ON SUCH A CLAIM IN WHICH BARBRI OR A RELATED ENTITY IS A PARTY. THE SAME APPLIES TO BARBRI'S LEGAL ACTIONS AGAINST YOU. THUS, YOU AND

BARBRI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. FURTHER, UNLESS BOTH YOU AND BARBRI AGREE, OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER A REPRESENTATIVE OR CLASS PROCEEDING.

**Miscellaneous.** This agreement constitutes the entire agreement between BARBRI and you and applies to all enrollees, regardless of the price paid or discounts received. It supersedes any previous communications, representations, or agreements between you and BARBRI (including, without limitation, any BARBRI student representative), whether oral or written. Representations, whether oral or written, made by any person, including a BARBRI student representative, that purport to modify any term of this agreement, shall be of no effect. Should any term or provision herein be determined to be illegal or unenforceable, the validity or enforceability of the remainder of the agreement will remain in full force and effect. Your failure to exercise any of your rights under this agreement will constitute or be deemed a waiver or forfeiture of those rights.

**Governing law.** All matters arising out of or relating to this application are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

**Notice to Louisiana applicants.** Payment information: \$150 of your \$295 registration fee is non-refundable. Refunds: Refunds, if applicable, are issued in the form of a check or electronic payment and according to the conditions below:

1. If after completing the first 15% of the program, you cancel your enrollment, you will be charged 20% of the total tuition, plus the registration fee.
2. If after completing the first 25% of the program, you cancel your enrollment, you will be charged 30% of the total tuition, plus the registration fee.
3. If after completing between 25% and 50% of the program, you cancel your enrollment, you will be charged 55% of the total tuition, plus the registration fee.
4. If after completing the first 50% of the program, you cancel your enrollment, you will be charged 100% of the total tuition, plus the registration fee. Percentages of the program completion are to be computed on the basis of clock hour.

**Notice to Nevada applicants.** Modified cancellation and refund terms apply. View at [BARBRI.com/terms-of-use](https://barbri.com/terms-of-use).

**Review of agreement:** By entering this Agreement, you acknowledge that you reviewed each section of the Agreement and have been provided an opportunity to ask questions. Cancellation of enrollment: you may cancel your enrollment by submitting a written request for cancellation to the BARBRI office administering your course. At your own expense, you must return all materials received from BARBRI, including any BARBRI identification card(s), to the BARBRI office administering your course. Refunds: Refunds, if applicable, are issued in the form of a check or electronic payment and according to the conditions below:

1. If before the start of instruction, you cancel your enrollment, you will be charged 10% of to0, whichever is less, unless you received instructional materials, in which case, you will be charged the applicable materials lease deposit and shipping fee(s).
2. If after the start of instruction and prior to completing more than 60% of the program, you cancel your enrollment or are expelled, you will be charged the registration fee identified in paragraph A and a pro-rata amount based on the percentage of completion times the total tuition amount plus the applicable materials deposit and shipping fee(s).

If, after the start of instruction and prior to completing more than 60% of the program, you cancel your enrollment or are expelled, you will be charged the total amount of the program and may not be entitled to any refund. For purposes of this section, instruction begins when bar review materials are shipped to you or when you first have access to any online bar review course content, whichever occurs first. Job placement: Job placement is not guaranteed, promised, or implied to graduates. Entrance requirements: you must be sitting for the Nevada bar exam. Licensure: BARBRI is licensed by CPE.