

R-KIVE SERVICE AGREEMENT AND TERMS OF USE

R-KIVE ("the Service") is owned and operated by TTSAO, Inc (the "TTSAO"). We provide and maintain an Internet Web site (the "Site") for the benefit of users of our services ("you" or "User"). On our Site we provide hosted tools and processes to allow you to upload, view, search and download transcripts or other documents ("Services").

The Services and use of the Site are provided to you subject to the terms and conditions set forth in these Terms of Use ("Terms of Use" or "Agreement") and our Privacy Policy, and any other rules and policies set forth on this Site. The terms and conditions below and any other rules or policies set forth on this Site comprise the entire agreement between you and TTSAO and supersede all prior agreements between us.

1. ACKNOWLEDGMENT AND ACCEPTANCE

PLEASE READ THE FOLLOWING TERMS OF THIS AGREEMENT CAREFULLY. BY COMPLETING THE REGISTRATION PROCESS, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND IN OUR PRIVACY POLICY. YOU HEREBY ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER.

2. USER RESPONSIBILITIES.

These Terms of Use give you important obligations. You agree to the following responsibilities:

- Lawful use of the Services only.
- Creation and maintenance of all transcript information in the account including but not limited to test scores, course dates, student information and current billing and contact information.
- Payment of all agreed subscription and/or document upload fees.
- Full responsibility for all activity associated with your use of our Site and Services.
- Compliance with all other obligations set forth in these Terms of Use.

We reserve the right to deactivate your account(s) as we deem appropriate or necessary, without notice. You enter and use the Site and the Services at your own risk. TTSAO is not responsible for your activities, transcripts, content of the transcripts or requests from former students for transcripts, or any other matter concerning your use of the Site or the Services. In the case where the user of the site no longer is in operation, the TTSAO shall fulfill transcript requests from former students for a reasonable fee.

3. MODIFICATION TO SERVICES PROVIDED; TERMS OF USE.

You acknowledge and agree that we may, with or without notice, modify or terminate the Services and/or the Site. Further, we may modify these Terms of Use from time to time, including the fees we charge for Services. Modifications of the Service may include, without limitation, changes in the maximum allowable memory space, number of transcripts, how the transcript information is stored or how you may search and access transcript information. In all cases of service

modification, the TTSOA R-Kive system shall comply with the requirements of the Private Career College.

We will notify you of changes we make by posting a notice on our Site, or, if we choose, by sending you an email. If you do not accept the changes, you must terminate your subscription or other use at that time. Your use of the Site or the Services after the notice is posted (or we send you the email) shall be deemed to be acceptance of the modification or termination of the Services or these Terms of Use.

4. PAYMENT TERMS; AUTOMATIC RENEWAL; CANCELLATION.

You agree to pay all charges to your account, including any applicable taxes, at the rates in effect when the charges are incurred. We may change the fees and charges then in effect, or add new fees or charges, by giving Users advance notice. You must provide us with valid credit card information, and must promptly update the Account Information page in TTSOA with any changes in credit card validity or expiration date. We will keep your credit card information confidential.

You may cancel your service at any time by notifying us in writing. Upon receipt of your cancel request, we will promptly terminate your access to the Services. No refunds of document fees will be given. If payment cannot be charged to the credit card you have on file with us, we reserve the right to suspend or terminate your account and access to the Services. **We reserve the right to terminate your access to the R-Kive site at any time for any reason.**

5. REGISTRATION & PASSWORD.

You will provide current, complete, accurate information in the registration section of the Site. You will further update and keep that information current as needed. You will provide a password in order to access the Services and your account. Email login must be a valid email address maintained by you. You are solely responsible for maintaining the confidentiality of your password and account information. You will immediately notify us of any unauthorized account activity, or any unauthorized use of your email list(s) or any other breach of security you become aware of.

TTSOA is a single user service. Multiple logins and passwords to the same account are not available or permitted. You may not share logins and passwords with others. Sharing login information is in violation of this Agreement and may result in immediate account termination.

6a. PRIVACY.

We are committed to protecting the privacy and confidential information of Users. For more information on our Privacy Policy, please contact us. You agree to maintain and comply with a privacy policy that is consistent with the TTSOA Privacy Policy. You are responsible for all decisions with respect to the personally identifiable information of persons related to the transcripts.

6b. CONFIDENTIALITY.

We agree not to use any of your Confidential Information (defined below) for any purpose except to operate the Site and Services in accordance with this Agreement. We agree not to disclose any of your Confidential Information to any third party other than to our employees and consultants

who are bound by confidentiality obligations and are required to have access to the Confidential Information in order to operate the Site and Services. Nothing in this Agreement limits our right to independently develop, acquire or market products, ideas, or businesses, without use of your Confidential Information. "Confidential Information" may include, solely to the extent entered into the Services or Site by you, (a) technical information, know-how and other intellectual property, to the fullest extent that such information is maintained as a trade secret by you; (b) confidential marketing strategies; (c) confidential future product plans; (d) confidential financial information (including pricing); and (e) other confidential business information. Confidential Information will not include any information that (i) was publicly known and generally available in the public domain prior to the time of disclosure by you; (ii) becomes publicly known and generally available after disclosure by you through no action or inaction of ours; (iii) is already in our possession at the time of disclosure by you; (iv) is obtained by us from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by us without use of or reference to your Confidential Information; or (vi) is required by law to be disclosed by us, provided that we give you prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

7. PROHIBITED USES.

You acknowledge, warrant and agree that:

- You will not transmit through the Service or the Site any pornographic, obscene, offensive, threatening, harassing, libelous, hate-oriented, harmful, defamatory, racist, illegal or otherwise objectionable material or content.
- You will not send any transmission that attempts to hide your identity or represents you as someone else.
- Any attempt by you to transmit, publish or distribute material or content that promotes, provides or relates to instructional information about illegal activities or promotes physical harm or injury against any individual or group is strictly prohibited.
- You will not use the Service or the Site to send any materials, including transcripts and related documents, to any persons under 18 years of age unless and until you have taken and follow all necessary action and compliance pursuant to provincial and federal laws.
- You will not upload or distribute in any way any files that contain viruses, corrupted files or any similar software or programs that may damage the operation of anyone else's computer, the Service or the Site.
- You will not interfere or disrupt networks connected to the Service and the Site.
- Any attempt by you to gain unauthorized access to any computer system, including accounts, lockers or databases maintained by and for TTSAO, is strictly prohibited.
- You will comply with all laws, rules and regulations regarding transmission of technical data exported from Canada.

If you engage in any activity set forth in this paragraph or violate any terms or conditions of these Terms of Use, your account will be terminated and use of the Service and Site prohibited. We will report any unlawful conduct to the appropriate authorities and turn over any and all information regarding such activity to appropriate persons or entities.

8. DISCLAIMER OF WARRANTIES.

You expressly acknowledge and agree that use of the service and the site is at your sole risk. The service and the site are provided on an "as is" and "as available" basis.

To the fullest extent allowed by law, TTSOA expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. The contents of the services or the site may contain bugs, errors, problems or other limitations. TTSOA assumes no liability or responsibility for any errors or omissions in content.

TTSOA is not responsible for the contents of any transcript stored on the site. TTSOA does not warrant or make any representations regarding the reliability or accuracy of transcript information supplied to TTSOA nor the validity of the school in issuing a transcript. TTSOA does not warrant or make any representations regarding the use or the consequences of the use of any transcript nor does TTSOA warrant the correctness, usefulness, reliability, accuracy or otherwise of any transcript or document. TTSOA is not responsible for any damages, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on any transcript stored on the site or through the service. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of any information.

TTSOA makes no warranty that the service or site will meet your requirements or that the service will be uninterrupted, timely, secure, virus-free, error-free, accurate or reliable; nor does TTSOA make any warranty as to any information that may be obtained through the service or site or that defects in the software for the service will be corrected or that the site is free of viruses or other harmful components.

You understand and agree that any transcript, document and/or data downloaded or otherwise obtained through use of the service or site is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.

9. LIMITATION OF LIABILITY.

To the fullest extent permissible pursuant to applicable law, neither TTSOA nor any parent entities, subsidiaries, affiliates, officers or employees shall be liable for any direct, indirect, special, incidental, consequential or punitive damages arising out of your access to, use of, inability to use, or reliance on the service or any surveys, survey responses or survey results, even if advised of the possibility of such damages. If you are dissatisfied with the service, the material available on or through the service or the site, or with any of the terms of this agreement, your sole and exclusive remedy is to discontinue using the service.

10. TERMINATION.

These Terms of Use and the Service may be terminated by TTSOA at any time. TTSOA shall not be liable to you or any third party in any manner for termination of the Service. In the event you should become dissatisfied with the Terms of Use or any modifications thereof, or with the Service or the Site, your only recourse is to discontinue use of the Service, terminate your subscription, and give notice to us of these actions. Upon termination, your right to use the Service and the Site cease immediately and TTSOA shall provide a copy of all transcripts to your organization in

electronic format. It will then be your responsibility to find another approved vendor of transcript storage.

11. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless TTSOA, its parent entities, subsidiaries, affiliates, officers, and employees, from any and all claims and demands, including attorneys' fees, due to or arising from your use of the Site or the Service, transcripts, transcript requests by students and any other conduct related in any way to the Service or the Site, including but not limited to breaching any warranty or provision contained in these Terms of Use.

12. JURISDICTION.

These Terms of Use and the relationship between you and TTSOA shall be governed by the laws of the province of Ontario. You agree to submit to personal and exclusive jurisdiction and venue of the courts in the province of Ontario, Canada. TTSOA makes no representation that the materials and content on the Site or relating to the Services are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is strictly forbidden. Those who access the Services or the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws. Any claim or demand under these Terms of Use must be made within 1 year of the occurrence of the underlying facts.

13. NATURE OF AGREEMENT.

You agree that your completion of the registration procedure constitutes agreement to these Terms of Use. Further, these Terms of Use are the entire and only agreement between you and TTSOA and supersede any prior or other understandings, representations or warranties including, but not limited to, any nondisclosure agreements, purchase orders, license agreements, service agreements, invoices or other terms and conditions that you may provide to us in respect of the Site or Services. You agree that each use of the Services and the Site reaffirms your acknowledgment and agreement to the most current version of these Terms of Use.

14. GENERAL PROVISIONS.

In any dispute arising from the relationship between you and TTSOA or these Terms of Use, the prevailing party shall be entitled to reasonable attorneys' fees and costs. The failure by TTSOA to enforce any right or provision under these Terms of Use shall not constitute a waiver of that provision or any other provision of these Terms of Use. If any provision of these Terms of Use shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.