

USER AGREEMENT

Effective Date: May 15, 2019

Please read the user agreement carefully. Your use of the site constitutes your acceptance of the user agreement. Do not use the site if you are unwilling or unable to be bound by the user agreement.

1. DEFINITIONS.

1.1. The terms “we,” “us,” or “our,” refer to Hope Street Group, and our affiliates, officers, directors, employees, consultants, agents, and representatives. “User” is someone who accesses, browses, crawls, scrapes, or in any way uses the site. The terms “you” and “your” refer to you, as a user of the site.

1.2. “Content” means all of the text, images, photos, audio, video, and all other forms of data or communication. “User Content” means Content that you submit or transmit to or through the site, such as reviews, compliments, invitations, advice, and information that you display. “Our Content” means Content created by us, licensed by us, and/or made available by us on the site.

1.3. “Personal information” includes, but is not limited to, name, address, employer name, telephone number, and e-mail address.

2. OUR SITE. By using the Internet site located at <http://www.skillingamerica.org> (“site”) or any service connected with the site (“Services”), you agree to abide by, and are bound by, this User Agreement, as may be amended by us from time to time in our sole discretion. We will post a notice on the site any time this User Agreement have been changed or otherwise updated. It is your responsibility to review this User Agreement periodically, and if at any time you find this User Agreement unacceptable, you must immediately leave the site and cease all use of the site or Services. You agree that by using the site or services, you represent that you are at least 18 years old and that you are legally able to enter into this agreement.

3. INFORMATION GATHERING AND USE.

3.1. We respect your privacy and permit you to control the treatment of your personal information. We will not sell, rent, or swap any Personal Information, except as permitted by you or by law. We will use Personal Information in the following ways: to facilitate communication between you and us; to administer your account, process purchases, provide products or services to you; for our marketing and promotional activities; to customize, analyze, adjust and improve the site; for providing reporting to partner and funding organizations; and to enforce our agreements with you, prevent fraud and other prohibited or illegal activities, for other legally permissible purposes and generally to ensure that we comply with applicable laws. We may share your Personal Information with third parties that are our funding sources. We may share aggregated and anonymized information with third parties.

3.2. If you provide your e-mail address we may contact you periodically with newsletters and information about new services or seminars. Any e-mail sent by us provides the option to be removed from the e-mail mailing list. If you wish to be removed from the mailing list, you may do so by contacting us directly.

3.3. Cookies are required to use the site. We use cookies to assist with providing Our Content to you, with site traffic analysis (e.g. third party analytics from Google), which includes tracking the time/date of visits, pages viewed, and referring URLs.

3.4. We record information about the pages viewed by all of our website visitors. This data includes internet protocol (IP) addresses, geolocation based on IP address, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, connection speed, read time, display time, and number of clicks. We use this data, in aggregate form, to compile statistics and reports for us, and improve the online experience for all visitors.

3.5. You may be required to provide Personal Information to open an account to use or access the site. When you complete the account registration process, you must provide the complete and accurate information. You are entirely responsible for selecting a username and for maintaining the confidentiality of your password. You may not use the account or password of someone else at any time. You agree to notify us immediately of any unauthorized use of your account or password. We shall not be liable for any loss that you incur as a result of someone else using your account or password, either with or without your knowledge. You may be held liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, or representatives due to someone else's use of your account or password.

3.6. Financial Information. We do not collect, store or otherwise maintain any financial information of user who make a purchase through the site. Purchases, including information associated with your credit card, are processed by our third party processing partner. All information associated with your use of third party processing partner will be handled in accordance with the terms of use for that third party processing partner and you agree to those terms of use.

4. USER CONTENT. You grant us a license to use the materials you post to the site. By posting, downloading, displaying, performing, transmitting, or otherwise distributing User Content to the site, you are granting us a license to use User Content in connection with the operation of the site, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will not be compensated for any User Content. You agree that we may publish or otherwise disclose your username in connection with your User Content. By posting User Content on the site, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

5. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. When accessing or using the site, you agree to obey the law and to respect the intellectual property rights of others. Your use of the site is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or Content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any

infringements of any intellectual property rights caused by any Content you provide, post, or transmit, or that is provided or transmitted using your user name or username. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you.

6. INTELLECTUAL PROPERTY OWNERSHIP.

6.1. All Our Content included on the site is our property or our licensor's and is protected by U.S. and international intellectual property laws. All software used on this site is our property or our software suppliers and protected by United States and international intellectual property laws.

6.2. You may not frame or utilize framing techniques to enclose any of Our Content without express written consent. You may not use any meta-tags or any other "hidden text" utilizing our name or trademarks without our express written consent. You may not use any direct linking or source-calling of any of Our Content presented on this website.

7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. We will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action under applicable intellectual property laws and this Agreement where we believe an infringement has taken place, including removing or disabling access to the material claimed to be infringing and/or terminating accounts and access to the site. To notify us of a possible infringement you must submit your notice in writing to our attention and include in your notice a detailed description of the alleged infringement sufficient to enable us to make a reasonable determination. Regarding allegations of copyright infringement, we abide by the Digital Millennium Copyright Act (the "DMCA").

8. PROHIBITED CONTENT AND CONDUCT. You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, threatening, spam or malware, you know is false or misleading, or infringes any copyright or other right of any person;

8.1. We reserve the right to terminate your receipt, transmission, or other distribution of any such material using the site, and, if applicable, to delete any such material from our servers. We intend to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

9. ALLEGED VIOLATIONS.

9.1. We reserve the right to terminate your use of the site and Service, and, in our sole discretion, to reject, to refuse to post, or to delete any Content on the site for any reason.

9.2. We assume no responsibility for monitoring the site for prohibited Content or conduct. If we choose to monitor the site, we assume no responsibility or liability for User Content or conduct, assumes no obligation to modify or remove prohibited Content, and assumes no responsibility or liability for prohibited User conduct.

9.3. If you become aware of misuse of the site or of any prohibited Content or conduct, please report it to us.

10. General Data Protection Regulation (GDPR)

10.1. We are a Data Controller of your information for the purpose of the GDPR. If you are a citizen of the European Economic Area (EEA), you have certain data protection rights under the GDPR. If you wish to be informed what Personal Information we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights: the right to access, update or to delete the information we have on you; the right of rectification; the right to object; the right of restriction; the right to data portability; the right to withdraw consent.

10.2. The legal basis for collecting and using the Personal Information described in this Agreement depends on the Personal Information we collect and the specific context in which we collect the information: We need to perform a contract with you; You have given us permission to do so; Processing your personal information is in our legitimate interests; We need to comply with the law.

10.3. We will retain your Personal Information only for as long as is necessary for the purposes set out in this Agreement. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

11. NO WARRANTIES. WE HEREBY DISCLAIM ALL WARRANTIES. WE ARE MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

12. LIMITED LIABILITY. OUR LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY US. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

13. AFFILIATED SITES. We have no control over, and no liability for any third party websites or materials. We work with a number of partners and affiliates whose Internet sites may be linked with the site.

14. INDEMNITY. You agree to indemnify us for certain of your acts and omissions. You agree to indemnify, defend, and hold us harmless from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the site, your violation of this User Agreement, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. We will notify you promptly of any such claim, loss,

liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

15. **GOVERNING LAW.** This User Agreement shall be construed in accordance with and governed by the laws of the United States without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the courts in Illinois, in all disputes arising out of or related to the use of the site.

16. **SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in this User Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this User Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

17. **TERMINATION.** You may terminate this Agreement at any time, provided that you discontinue any further use of the site or Service. We also reserve the right to terminate your use of the site or Services for any reason. Upon termination by either party, you must promptly destroy all materials downloaded or otherwise obtained from the site or through the Service, as well as all copies of such materials, whether or not such copies were made in accordance with this Agreement.

18. **ACKNOWLEDGEMENT.** BY USING OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USER AGREEMENT AND AGREE TO BE BOUND BY IT.