

Terms of Service

These Terms of Service (“Agreement”) govern your access to and use of all Products and Websites (as those terms are defined below). **Read this Agreement carefully.**

By accessing or using any Product or Website, you agree to be bound by this Agreement. You may use a Product or Website only if you comply with this Agreement and all applicable laws and are not barred from using such Product or Website under the laws of any applicable jurisdiction. **If you do not accept this Agreement, you may not use any Product or Website.**

“**We**,” “**us**” and “**our**” refer to Modern Developer, Inc., a Delaware corporation with a place of business at 199 E. Montgomery Ave., Suite 100 Rockville, Maryland 20850, and our subsidiaries and affiliates.

“**You**” and “**your**” refer to each User (as that term is defined below).

A. DEFINITIONS.

Account: A User’s username and password, plus all information accessible to that User by entering the username and password.

Assignment Materials: Course-related tests, quizzes, evaluations, questions, answers, solutions, assignments, and projects.

Attendee: An individual who has registered an Account but has not enrolled in and paid for any Product.

Classroom: The medium, and its related components, used to deliver Educational Content to Users.

Content: Defined in Section D of this Agreement.

Course: Any of our courses that is administered through a Website, including any web applications and related components.

Educational Content: Content produced by or for us that is used to convey, teach or describe information outlined in a Course description.

Instructors: Individuals who have been hired or contracted by us to author or administer Courses, and others who assist such individuals.

Marks: Trademarks, service marks, and logos.

Personally Identifiable Information: This information includes any information that is unique to you and can distinguish you from others, including but not limited to: name, address, email address, phone numbers, social media links.

Pinnacle Project: The culminating project each Student must complete at the end of his or her

Career Path.

Product: Any good or service produced or provided by us or one of our subsidiaries.

Student: An individual who has registered an Account and has enrolled in and paid for at least one Product.

Submitted Content : Content submitted by a User.

Unauthorized Content : Defined in Section C of this Agreement.

User: An Attendee, a Student or a Visitor.

Vendors or Service Providers : Third parties that help us provide Products to you and administer our program.

Visitor: An individual who is browsing a Website without having registered an Account.

Website : Any online resource, including but not limited to any website, blog, app, platform, or website component, created by us and operated by us or any of our subsidiaries.

B. PERMISSIBLE USERS.

You affirm that you are at least 14 years old. **If you are not at least 14 years old, then you may not use any Product or Website.**

If you are under the age of 18, your parent or guardian must read and agree to this Agreement for you; if your parent or guardian does not agree to the terms for you, then you may not use any Product or Website. **Such parent or guardian hereby agrees to bind you to this Agreement and to fully indemnify and hold us harmless if you breach any provision of this Agreement.**

C. CHANGES TO THIS AGREEMENT

We reserve the right to modify this Agreement at our sole discretion at any time. Any modification will be effective immediately upon posting same on our Websites. We will take reasonable steps to notify you of any modifications to this Agreement, but you are responsible for periodically reviewing the most up to date version.

D. GENERAL

You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the Products and Websites. You are also solely responsible for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

If you elect to access or use Products that involve payment of a fee, then you agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. If you

provide credit card information to pay for such fees then you hereby represent and warrant that you are authorized to supply such information and hereby authorize us to charge your credit card to pay the fees that are due.

If your payment method fails or your Account is past due, then we may collect fees owed using other collection mechanisms. These may include retaining collection agencies and legal counsel. We may also block your access to any Products pending resolution of any amounts due by you to us.

All of your use, access and other activities relating to the Websites and the Products must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and those relating to privacy and personal identity. In connection with your use of the Websites or Classroom, you must not provide incorrect or knowingly false information; copy, distribute, modify, reverse engineer, deface, tarnish, mutilate, hack, or interfere with the Classroom or operation of the Websites; frame or embed the Classroom or Websites; impersonate another person or gain unauthorized access to another person's Account; introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Websites or Classroom; scrape, spider, use a robot or other automated means of any kind to access the Websites or Classroom.

Except Students enrolled in the Learn.Modern Developer Elite program, we do not and cannot guarantee that we will find you a job after you complete your studies and graduate from our program. Only you can determine your own success and proficiency. While we do what we can to help you become proficient in the technologies that matter in your career path, you have to study hard and work hard to become proficient. Your proficiency depends on your dedication, effort and commitment.

E. USER CONDUCT

You may access the Websites solely for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Websites. You agree not to use the Websites or Content to recruit, solicit, or contact Instructors or potential Users for employment or for contracting on behalf of any business not affiliated with us without our advance written permission, which may be withheld in our sole discretion. You assume any and all risks from any meetings or other contacts between you and any Instructors or other Users.

You agree not to (a) reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Websites other than as expressly allowed under this Agreement; (b) use our name, Marks, or other materials in connection with, or to transmit, any unsolicited communications or emails; (c) use any high volume, automated, or electronic means to access the Websites (including without limitation robots, spiders or scripts); (d) frame the Websites, place pop-up windows over any Website pages, or otherwise affect the display of Website pages; (e) falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a

pseudonym or misrepresenting your affiliations with any person or entity; (f) force headers or otherwise manipulate identifiers to disguise the origin of any communication transmitted through the Classroom; or (g) interfere with or disrupt the Websites or servers or networks connected to the Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the Websites.

In addition, you may not post, upload, or transmit to or otherwise make available through the Websites any Content, communications, or other information (the following, individually and collectively, "Unauthorized Content"):

- that harasses any other User;
- that constitutes or facilitates cheating on any assignment, project or exam for any Course;
- that consists of or includes any Assignment Materials;
- that is obscene, fraudulent, indecent, or libelous or that defames, abuses, harasses, discriminates against or threatens others;
- that contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful components intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- that consists of any high volume, automated, or electronic means to access the Classroom (including without limitation robots, spiders or scripts);
- that infringes the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third party;
- that violates the rights of other Users; or
- that violates any applicable local, state, national or international law or otherwise advocates or encourages any illegal activity.

You agree that if you violate any of the foregoing provisions, we may terminate your Account and any or all rights that you may have with respect to the Products and the Websites, and you will not have any right to compensation for such termination.

You agree to notify us immediately if you become aware that any other User has violated any of the foregoing provisions.

F. OUR INTELLECTUAL PROPERTY RIGHTS

The Websites are owned and operated by us. We reserve the right at any time and from time to time to modify, discontinue, temporarily or permanently, the Websites, or any part of portion thereof, with or without notice to you. You agree that we will not be liable to you or to any third party for any modifications, suspensions or discontinuance of the Websites, or any portion thereof. Nothing in this Agreement will be construed to obligate us to maintain or support any Course, Website or Classroom, or any portion thereof.

All content or other material available on the Websites (whether made available by Users or by us), including but not limited to on-line lectures, Students' answers to questions, projects, speeches, video lessons, quizzes, presentation materials, homework assignments, articles, programming assignments, programs, code, and other images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, HTML and files (collectively, "Content"), are our property or the property of our affiliates or licensors and are protected by copyright, patent and/or other proprietary intellectual property rights under United States and foreign law.

Our Marks are our property and are protected under United States and foreign laws. Any other Marks that are used on the Websites, with or without attribution, are the Marks of their respective owners. In addition, elements of the Websites are protected by trade dress and other federal and state intellectual property laws and may not be copied, reproduced, downloaded or distributed in any way in whole or in part without our express written consent.

Except as otherwise expressly permitted in this Agreement, you may not copy, sell, display, reproduce, publish, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner the Websites or any Content. You may not reverse-engineer, decompile, disassemble or otherwise access the source code for any software that may be used to operate the Websites. From time to time, we may include software, code, instructions, or other such information in the Content or materials for the Websites; any such information is provided on an "as-is" basis for instructional purposes only and is subject to the Disclaimer of Warranties and Limitation of Liabilities sections below and other terms herein. Any use of such information for commercial purposes is strictly prohibited. We and, as applicable, our affiliates and licensors reserve all rights not expressly granted herein.

G. LICENSE TO USE THE WEBSITES AND PERMISSIONS

Subject to your compliance with this Agreement, we hereby grant to you a freely revocable, worldwide, non-exclusive, non-transferable, non-sublicensable limited right and license (a) to access, internally use and display the Websites, including the Content, at your location solely as necessary to participate in the Courses or other User-based resources as permitted hereunder, and (b) to download the Educational Content. You must comply with all copyright restrictions contained in the Websites and Content. You may not delete any attributions or legal or proprietary notices in the Websites or the Content.

You may not use the Websites or Content for any commercial purposes, which include but are not necessarily limited to the following:

- sale or rental of (i) any part of the Educational Content, (ii) any derivative works thereof, or (iii) any collective work that includes any part of the Educational Content;
- sale of access or a link to any part of the Educational Content;
- providing training, support, or editorial services that use or reference the Educational Content in exchange for a fee;
- sale of advertisements, sponsorships, or promotions placed on the Educational Content, or any

part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Educational Content, including without limitation any 'pop-up advertisements';

- use of Educational Content by a college, university, school, or other educational institution for instruction where tuition is charged; and
- use of Educational Content by a for-profit corporation or non-profit entity for internal professional development or training.

H. STUDENT CONTENT

You hereby grant to us an exclusive, perpetual, irrevocable license, including the right to grant multiple tiers of sublicenses, to create derivative works of Submitted Content, and to reproduce, distribute, publicly perform, offer, market and otherwise use and exploit the Submitted Content and such derivative works on the Website and through the Websites.

Notwithstanding the foregoing, you have the right to edit or remove all or any portion of your Submitted Content from the Websites within one (1) hour of submission. After one (1) hour, any submitted Content is no longer editable or removable by you. Exclusions include: Student-chosen personal projects or projects Students choose from our recommended list of projects. We will retain all rights to Student-created projects that are developed for us.

You hereby represent and warrant that you have all rights necessary to grant to us the rights set forth above with respect to your Submitted Content and that we shall not need to obtain any licenses, rights, consents, or permissions from, or make any payments to, any third party for any use or exploitation of your Submitted Content as authorized in this Agreement or have any liability to you or any other party as a result of any use or exploitation of your Submitted Content as authorized in this Agreement.

You agree that we may record all or any part of any Courses (including voice chat communications) for quality control and delivering, marketing, promoting, demonstrating or operating the Websites and related components. You hereby grant us permission to use your name, likeness, image or voice in connection with offering, delivering, marketing, promoting, demonstrating, and selling the Websites, Products, Courses, our

Content and Submitted Content and waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection therewith, to the extent permissible under applicable law.

WE RESPECT ALL COPYRIGHT, PRIVACY, DEFAMATION AND OTHER LAWS RELATING TO CONTENT AND INFORMATION AND WILL NOT TOLERATE VIOLATION OF SUCH LAWS. NOTWITHSTANDING THE FOREGOING, WE DO NOT SCREEN SUBMITTED CONTENT, ALL USE OF SUBMITTED CONTENT BY YOU IS AT YOUR OWN RISK, AND WE SHALL HAVE NO LIABILITY FOR SUCH USE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO REVIEW OR POSTING OR APPEARANCE OF SUBMITTED CONTENT ON THE WEBSITES OR THROUGH THE PRODUCTS IS AN ENDORSEMENT OR REPRESENTATION THAT ANY SUBMITTED CONTENT IS FREE OF VIOLATION OF ANY COPYRIGHT, PRIVACY OR OTHER LAWS OR WILL SUIT A PARTICULAR PURPOSE OR BE ACCURATE OR USEFUL.

If you believe that your Submitted Content violates any law or regulation or is inaccurate or poses any risk to any third party, it is your responsibility to take such steps you deem necessary to correct the situation. If you believe that Submitted Content of a third party or any of our Content violates any laws or regulations, including, without limitation, any copyright laws, you should report such violation to us in accordance with the procedures outlined at the end of this section.

All rights not expressly granted in this Agreement are retained by the Content owners.

Please report any Content that you think violates any laws or regulations to hr@moderndeveloper.com.

I. SPECIFIC OBLIGATIONS OF STUDENTS USING THE WEBSITES

If you are a Student, you represent, warrant and covenant that:

- You have read, understood, and agree to be bound by applicable pricing information before using the Website or registering for a Career Path or Course;
- You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) through the Websites;
- You will not post any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory or libelous Content;
- You will not reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from or otherwise use and exploit any of our Content, Career Paths, Courses or Submitted Content except as permitted by these Terms or the relevant Instructor as applicable;
- You are responsible for any personal information you disclose to an Instructor, and otherwise will assume responsibility for controlling how your personal information is disclosed or used, including, without limitation, taking appropriate steps to protect such information; and
- You will not solicit personal information from any Instructor or other User, apart from any information that is disclosed by Modern Developer for purposes of facilitating our program.

J. REGISTRATION

To use certain Products, you will need to register and obtain an Account. When you register, the information you provide to us during the registration process will help us in offering Content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your Account and for all activities associated with or occurring under your Account. You represent and warrant that your Account information will be accurate at all times. You must (a) notify us immediately of any unauthorized use of your Account and any other breach of security, and (b) ensure that you exit from your Account at the end of each use of the Products. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your Account, either with or without your knowledge, prior to your notifying us of unauthorized

access to your Account.

You may not transfer your Account to any other person, and you may not use anyone else's Account. You may not authorize anyone else to use your account without our written permission. Violation of this policy may result in termination of your account, in which case you will be entitled to no refund of tuition and fees.

K. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT OR NEGLIGENCE, FOR ANY LOSSES, UNLESS SUCH LOSSES WERE REASONABLY FORESEEABLE AT THE TIME YOU AGREED TO THIS AGREEMENT.

OUR TOTAL LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID IN CONNECTION WITH THE COURSES OR PRODUCTS UNDER WHICH SUCH LIABILITY AROSE. THE FOREGOING PROVISIONS OF THIS SECTION 12 DO NOT EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR FRAUD; FOR DEATH OR FOR PERSONAL INJURY RESULTING FROM NEGLIGENCE; FOR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN; OR FOR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

L. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless us and our affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of your breach of any representation, warranty or covenant hereunder. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you under this Section 9, and in such case, you agree to fully cooperate as reasonably required with such defense and in asserting any available defenses.

M. TERMINATION

We may terminate your use of the Classroom and related User-based components immediately without notice for any breach by you of these Terms or any of our applicable policies, as posted on the Websites from time to time. We may discontinue offering any Product, Course, or Content at any time. You may terminate your use of the Websites and User-based components at any time, either by ceasing to access them, or by contacting us at enrollment@moderndeveloper.com. We have no obligation to retain any of your Account information or Submitted Content for any period of time beyond what may be required by applicable law. Upon termination, you must cease all use of the Websites, Products and Content. Any termination initiated by you will be entitled to a refund in accordance with the Refund Policy.

N. ELECTRONIC NOTICE

By using the Products or communicating with us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Websites or this Agreement. If we learn of a security breach, we may attempt to notify you electronically by posting a notice on the Products or the Websites or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at whatsup@moderndeveloper.com.

O. PAYMENTS, REFUNDS, AND CANCELLATIONS

To purchase any services or Products offered by us through the Websites, you must have Internet access and a current valid accepted payment method as indicated during sign-up. You agree that we, or our third-party payment provider(s), may store your payment information. You also agree to pay the applicable fees for the services or products you purchase through the Websites as they become due, whether on a one-time or subscription basis. Failure to make the required payments by the required date may result in your immediate disenrollment from any Courses or Career Paths.

The refund policy is as follows unless otherwise excepted in writing by us:

Important: The following refund policy applies to students on the monthly tuition, not to students who enrolled during the first or second cohort.

Students who cancel their enrollment before their career path begins (on its official start date) will receive a 100% refund.

Students may cancel their monthly account (monthly tuition) at any time in the month; however, no refund will be given once a payment has been processed.

The following policies apply to students on the seven-month plan:

1. Students who cancel their enrollment before the start of their Career Path will receive a 100% refund.
2. Students who cancel their enrollment within 14 days of the start of their career path will be charged for the first month plus 5% of the total remaining for the six months.
3. Students who cancel their enrollment within 21 days will be charged for the first month plus 15% of the total remaining for the six months.
4. After 21 days of the first month, no refund will be given on the seven-month plan.

The official start date of your career path is the date you are notified that your career will begin. You will get this via email. You can start your career path after the official start date, but the refund days noted above refer to the official start date, not to the date you start the program.

All cancellation requests must be submitted via email to enrollment@moderndeveloper.com, with

"Cancellation Request" as the subject. For your privacy and protection, your cancellation request must be sent from the same email address you used to enroll in our program or the current email address we have on file for you.

Refunds will be processed within 21 days of approval (This policy does not apply to refunds that are part of the Learn.Modern Developer job guarantee, which are subject to the Learn.Modern Developer Elite Program Guarantee and Bonus Terms.)

P. DISCLAIMER OF WARRANTIES.

You expressly acknowledge and agree that your use of the Websites, the Courses and Career Paths, and all Content and services available on the Websites is at your sole risk and responsibility.

THE WEBSITES AND COURSES (INCLUDING ANY CONTENT) ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND THE ENTIRE RISK FOR YOUR USE OF THE WEBSITES, COURSES AND CONTENT.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (A) THE WEBSITES, CONTENT, OR THE COURSES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE CLASS SITES OR THE COURSES WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE INFORMATION OR CONTENT OBTAINED THROUGH THE CLASS SITES OR THE COURSES, SUCH AS CHAT ROOM SERVICES, WILL BE ACCURATE, COMPLETE, CURRENT, ERROR- FREE, COMPLETELY SECURE OR RELIABLE, OR (D) THAT DEFECTS IN OR ON THE CLASS SITES OR CONTENT WILL BE CORRECTED. YOU ASSUME ALL RISK OF PERSONAL INJURY, INCLUDING DEATH AND DAMAGE TO PERSONAL PROPERTY, SUSTAINED FROM USE OF THE COURSES AND CONTENT.

Q. CONTENT AVAILABILITY AND ACCESS

Just as students take one course at a time at university, so, too do Bov Academy students take one course at a time and one chapter at a time. We unlock a new chapter of a course for a student when the student submits the prior chapter. We do not assign or unlock all of the courses and chapters at once for any career path.

R. MISCELLANEOUS PROVISIONS

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. We shall have no liability under this Agreement to the extent arising from any failure to perform any of our obligations under this Agreement due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labor disputes or any other event not within our reasonable control.

Any delay or failure on our part to enforce any rights under this Agreement to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time.

This Agreement constitutes the entire agreement between you and us relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Websites by us or through a specific writing between you and us.

We may assign any of our rights or obligations under this Agreement without notice to you.

You and we are independent contractors. We are not your agent, and you are not our agent.

There are no third-party beneficiaries of this Agreement.

Any notice which may be required to be given to us under this Agreement may be sent to us by emailing to the following email address: enrollment@moderndeveloper.com

The section titles herein are displayed for convenience only and have no legal effect.

CHOICE OF LAW, JURISDICTION AND FORUM; TIME FOR FILING CAUSE OF ACTION

This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without giving effect to its conflict of laws provisions or your state or country of residence.

For any claim related to this Agreement or any Product or Website, excluding claims for injunctive or other equitable relief, either we or you may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration will initiate it through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCT OR WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

Neither you nor we will have the right to participate in a class action, either as a class representative, class member or class opponent; act as a private attorney general; or join or consolidate claims with claims of any other person or involving any other transaction. No court, arbitrator or other forum will have authority to conduct any such

class, private attorney general or multiple-party proceeding with respect to any cause of action arising under or relating to this Agreement.

S. COPYRIGHT POLICY

We respect the intellectual property rights of others and expect Users to do the same. It is our policy to promptly process, investigate and respond to notices of alleged intellectual property right infringement that comply with the Digital Millennium Copyright Act (" DMCA ") (Title 17, United States Code, §512) or other applicable law.

Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to the designated agent specified below. To be effective, the notification must be a written communication that includes the following:

1. An electronic or physical signature of the owner of the copyright, or an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit the us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Designated agent:

Modern Developer, Inc.
Attn: Lisa Mendez
199 E. Montgomery Ave. Rockville, MD 20850
Email: hr@bovacademy.com

These Terms of Service were last updated on March 1, 2018

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T. Elite Program Guarantee and Bonus Terms

Important Note: This guarantee is no longer available and applies only to previous students who signed up during this program's availability.

Job Guarantee and Bonus.

Learn.Modern Developer guarantees any graduate of its Elite program (Graduate) a job offer to work as an employee or a contractor for a company or organization within six months after graduating from the Learn.Modern Developer Elite program (Job Placement Period). Further, Modern Developer guarantees that at least one job offered to the Graduate by a prospective employer will have an expected first year's annual gross salary (including any bonuses) equal or greater than the current Learn.Modern Developer Elite Program's salary guarantee amount (Prime Salary Rate) for the Graduate's career path. The current Prime Salary Rate is an average salary rate for comparable jobs in some major cities in the United States and is based on current job and salary data.

As of August 27, 2016 the Prime Salary Rate for graduates of the Advanced Fullstack Career Path, who live in and will work in the U.S is \$80,000. The Prime Salary Rate for graduates of the Advanced Frontend CareerPath, who live and will work in the U.S., is \$70K. The Prime Salary Rate for graduates of the Elite Fullstack Career Path, who live in and will work in the U.S. is \$110,000. The Prime Salary Rate for graduates of the Elite Frontend CareerPath, who live and will work in the U.S., is \$90K. The Prime Salary Rates are subject to change at Modern Developer's discretion. Students may request the current Prime Salary Rates by emailing enrollment@moderndeveloper.com; the data obtained is valid for 30 days from the date the information is provided. Job and salary guarantees apply to on-site jobs located within the United States and do not apply to remote jobs outside of the United States.

Upon successful completion of 120 days of employment or completion of the employer's probationary period (which ever comes first), the Graduate will be eligible to receive the pre-determined bonus payment (Bonus) from Modern Developer if they meet the eligibility requirements. The Graduate must request the Bonus within 30 days of eligibility by sending an email to enrollment@moderndeveloper.com. Bonuses will be processed within 30 days of confirmation by Modern Developer.

Eligibility Requirements

- Student must have been enrolled in the Learn.Modern Developer Elite program, remain enrolled, and be in compliance with Modern Developer's Terms of Service, the Elite Program Guarantee terms, and Bonus Terms throughout the program.
- Students enrolled in the Elite Program are assumed to be interested in job placement services. Student who are not interested in our job placement services should opt out by sending an email to enrollment@moderndeveloper.com upon enrollment in the Elite program.
- Students who opt out of our job placement service are not eligible to receive the Bonus and don't qualify for the job or salary guarantee.
- Students who are seeking a position with their current employer or client, or who accept a job offer from their current employer or client rather than accepting a job offer through Learn.Modern Developer's placement service, are not eligible for the Job Salary Guarantee.
- Student must be eligible to legally work in the United States upon graduation and for at least 1 year after obtaining employment.
- Student must be over the age of 18.

- Student must be in good academic standing throughout the student's time in the Elite program and must have completed all team and individual program assignments, exercises, projects, articles, answers to end-of- chapter questions, and must have completed the Team Pinnacle Project by graduation.
- Student must have a complete Learn.Modern Developer Profiles page and it must be public (if public access is available).
- Graduates must complete a W-9 form to receive Bonus.

Terms

- Graduate must be active in their job search and demonstrate this activity by fully cooperating with Learn.Modern Developer human resources team.
- Graduate must track all applications submitted and furnish a log on a weekly basis. Logs should include the following:
 1. The employer, position, date of submission, and all application materials for each position applied to within the week's period.
 2. The application materials must show clear good faith effort and must be tailored to the role and the company.
 3. Applied positions meet the skill level obtained through the Learn.Modern Developer Elite program.
- Graduate must schedule a one-on-one appointment with a Modern Developer human resource team member if after 2 months the Graduate is not having success in finding work.
- Graduate must respond to contact from the Learn.Modern Developer human resource team within 48 hours of contact.
- Graduate must not reject any offers that match the Graduate's ability and expectations as defined by their Learn.Modern Developer Profiles page upon graduation.
- Learn.Modern Developer is not liable if the Graduate fails to pass any background checks (including but not limited to a drug test, credit check, security clearance investigation, etc.) associated with the job offer.
- Learn.Modern Developer is not liable if the Graduate loses his or her job for any reason.
- Graduate is subject to auditing at any point in the Job Placement Period for Learn.Modern Developer to check that the terms have been adhered to.
- Should the Graduate fail to receive a job offer within these parameters, Learn.Modern Developer will reimburse the full tuition amount minus any discounts, the administration fee, and payments which may have been received by the graduate from Learn.Modern Developer.
- The reimbursement will be paid in US Dollars. The Graduate must explicitly request this reimbursement (via email to enrollment@moderndeveloper.com) within one calendar month following the Job Placement Period. Failure to provide timely notice will void the guarantee. Refunds will be processed within 30 days of approval.
- Learn.Modern Developer may involve third parties in its job placement efforts at no extra cost to the Graduate.
- Graduate is responsible for all taxes associated with the Bonus payment. Modern Developer does not provide tax or accounting advice; Graduate should consult a qualified professional to discuss any tax implications regarding the Bonus.

Relationship

Nothing herein is intended to establish or create a fiduciary relationship, partnership, or joint venture between you and Modern Developer or any of its subsidiaries.

Miscellaneous

- This offer applies without regard to race, national origin, sex, sexual orientation, age, physical handicap, or medical condition.
- These terms and conditions shall be governed by the laws of the State of Maryland without regard to its conflict of laws provisions.
- These terms and conditions contain the full and complete understanding regarding their subject matter, superseding all prior agreements and understandings, written or oral, about such subject matter.

These terms were last updated on March 1, 2018.

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U. Pay-After-You-Secure-A-Job Option

Important Note: This payment plan is no longer available for new or incoming students.

Terms

- The pay-after-you-secure-a-job option (PasJ) is available on a limited first come, first served basis to students enrolled in the Learn.Modern Developer Advanced program.
- When a student secures a job, they agree to commit 25% of their pre-tax gross monthly earnings to Modern Developer until the tuition owed is repaid in full.
- Upon securing a job, students will be required to verify their job offer and salary information with Modern Developer.
- Students who choose the PasJ option must choose to be placed in a job via Modern Developer job placement service (Profiles.Modern Developer).
- Students who fail to meet the conditions of tuition repayment after securing a job may have their delinquent accounts reported to one or more consumer credit reporting bureaus.

These terms were last updated on March 1, 2018.

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V. Contacting Modern Developer

If you have any questions, comments, or complaints about any of these terms or about our website, please contact us:

Email: whatsup@moderndeveloper.com