

Public Interest Discount Application Form

To be eligible for Kaplan's discounted public interest rate, you must be seeking jobs in the public sector or have secured a job in the public sector. If you have already secured employment, please describe your position in the body of the email when sending this form. If you are not yet employed, please provide a brief description of your post-graduation plans and a resume demonstrating your ongoing commitment to working in the public interest sector. For purposes of the public interest discounted tuition, public sector includes but may not be limited to, careers in a governmental office, a clerkship, military service, a not-for-profit organization, and/or an educational institution. In some cases, we may ask for more information before approving. Once your application is approved, the credit card provided will be charged the amount selected below to secure the discounted tuition. If your application is declined you will not be charged.

Submit completed forms to publicinterest@kaplan.com.

STUDENT INFORMATION

First Name Last Name

Address (no P.O. Boxes)

City State Zip Phone

Email

Law School Grad Month/Year /

COURSE

State Bar:

Degree Type: JD \$1,299

Refundable Materials Deposit \$ 275





Shipping & Handling \$ 25

Total Tuition Cost: \$

Bar Exam Date: February July
 2021 2022 2023 2024

PAYMENT INFORMATION

I authorize a charge of Pay in Full Today (\$1,299+books and shipping) \$20 Registration Fee Only today to the credit card below:

Card Number Expiration / Credit Card    

Cardholder Name (if different from above) Last Name

Cardholder Address (if different from above)

City State Zip Phone

Check Make check payable to Kaplan
Check Number Name on Check

Bill My Employer
Firm Name
City, State

Enrollment is subject to terms and conditions on reverse and on kaplanbarreview.com

Signature Date

TERMS AND CONDITIONS:

Your purchase, enrollment in and use of products, services and events ("Programs") offered by Kaplan, Inc. ("Kaplan") including your access to kaptest.com, kaplanprepandachieve.com, pmbr.com and their respective subdomains (the "Site(s)") and Kaplan mobile apps (the "App(s)") are subject to these terms and conditions ("Terms"). If You purchase or enroll in a Program for use by another (for example, a parent purchasing for a child) these Terms govern both You and other(s) who use any Program you purchase (collectively, "You"). You agree to be bound by the Terms, which is an agreement between Kaplan and You.

Children:

Children under the age of 13 are not permitted to purchase or enroll in Programs. Children may provide information to Kaplan and participate in Programs only with consent of a parent or guardian.

Program Fees:

Upon payment of registration fee, access to course will be given. You agree to make full payment for Programs in the amount(s) listed in your shopping cart, the Order Confirmation email You will receive, or as communicated by 1-800-527-8378 representatives (or by Bar Review representatives at 1-800-523-0777) during registration. Standard shipping and handling charges apply. Rates may be higher if you enroll within seven days of your intended Program start date or if we are shipping outside the United States. You must complete payment prior to commencing the Program, unless you participate in installment or subscription billing.

Installment Billing:

If You select installment billing, we will charge an Installment Billing registration fee and make three charges to your credit card as reflected in the Order Summary section of your shopping cart. Failure to complete timely payment (or credit card payments being declined) may result in the discontinuation of services. Returned checks are subject to a \$30 handling fee. You authorize all such charges.

Guarantee:

Select Programs offer a pass guarantee. Visit <https://www.kaptest.com/passing-guarantee-eligibility> to view eligibility and additional information about the Pass Guarantee. Any Subscription based purchases are not eligible. **NOT ALL PROGRAMS ARE ELIGIBLE FOR A PASS GUARANTEE.** The Pass Guarantee is only available for Programs purchased directly from Kaplan and does not apply to purchases made from resellers or other third party intermediaries. It is not a promise or representation by Kaplan of any outcome, score or increase and is solely an opportunity (where applicable) to qualify for money back or free repeat of the Program. Kaplan does not guarantee acceptance to any school or residency program, passage of any exam or any other such outcome.

Privacy Policy:

Our privacy policy may be found at www.kaplanprepandachieve.com/privacy-policy.html

Refunds:

Refunds are not available once a Program has ended. Refund policies vary by Program and Delivery Method. Refunds may not be combined with free continuation under the Guarantee. To qualify for a refund You must return all materials. Shipping, handling and other processing fees (such as for Installment Billing are non-refundable). If your Program Fees were paid by a third party your refund due will be paid to that third party. In no event may a refund exceed the amount that Kaplan received for the Program. Refunds are available only for Programs purchased directly from Kaplan and are not available for purchases made from resellers or other third party intermediaries.

Bar Review

Within 48 hours of receiving access to the Program, you may cancel for a 100% tuition refund. Cancellation after 48 hours, there will be no refund and you will continue to be obligated to complete payment of tuition, if applicable. Registration fee, shipping and handling fees, installment billing and late payment fees are non-refundable. If you choose not to take the next scheduled bar exam, Kaplan allows you to retake the same Bar Review program within one year of your original start date for an administrative fee or at any time thereafter for a discounted fee. If a demonstrated personal emergency interferes with your bar review program, you can postpone your bar review program one time for up to one year from your original start date, without an administrative fee. Please call Bar Review representatives at 1-800-523-0777 for information.

All extenuating circumstances (i.e. death in family, military) with no usage of the services will be considered and a refund provided that is fair to both the student and Kaplan.

Subscription Based Purchases and Cancellations:

Kaplan will charge your credit card on a periodic basis (monthly, for monthly subscriptions each a "Subscription Period") until you cancel the subscription. To cancel, chat us or call 1-800-527-8378. If you cancel within 3 days of your initial purchase date, we will provide a 100% refund for the first Subscription Period. No other refunds are available. You must cancel 3 days before the end of the current Subscription Period (the "Expiration Date") to avoid being charged for the next Subscription Period. Find the Expiration Date in your "My Account" page.

Intellectual Property:

All Programs including Site(s) and App(s), are owned by Kaplan and its licensors. Programs are for your personal and non-commercial use only. You may not enroll in or use any Program for the benefit of any competitor of Kaplan. Programs may not be shared, re-sold, reproduced, re-published, modified, transferred or distributed in any way without Kaplan's prior written permission. All books, video, audio, text, questions, explanations, diagrams, images, animations and other content that you receive or to which you have access during your Program, regardless of medium or format, (collectively, "Program Content"), are protected by copyright law and belong to Kaplan and its licen-

sors. You may not download, record, screenshot, copy or reproduce Program Content in any way. You may not make any audio and/or video recording of a class or any part of your Program. You may not attempt to decompile, reverse engineer, scrape or datamine Programs. The trademarks, service marks, designs, and logos displayed in Programs are the registered and unregistered trademarks of Kaplan, Kaplan's licensors and Third Party Sellers and may not be used without Kaplan's prior, written permission. Third Party Products are owned by such Third Parties and their respective licensors. Programs may include digital access to Program Content. Subject to your compliance with these terms and conditions, Kaplan grants You a limited, personal, non-exclusive, revocable and non-transferable license to access Program Content during the access period of your Program. Access periods may be viewed from the account management page of your Kaplan online account.

Third Party Sellers:

Some of the products advertised on the Site(s) are sold by third parties, including other Kaplan affiliates ("Third Party Sellers"). Kaplan is not liable or responsible for products and services purchased from Third Party Sellers ("Third Party Products") or for the acts or omissions of Third Party Sellers. Third Party Sellers are solely responsible for information on the Site(s) about their Third Party Products ("Third Party Product Listings") and Kaplan makes no representation about Third Party Listings or Third Party Products. Kaplan does not endorse or vouch for Third Party Sellers or Third Party Products. If you visit a Third Party Seller's website or purchase or use Third Party Products you do so at your own risk. Pass guarantee and refunds from Kaplan are not available for Third Party Products. Kaplan's Privacy Policy applies only to information collected by Kaplan.

Links:

You may be able to link from the Site to third party websites and third party web sites may link to the Site ("Linked Sites"). You acknowledge and agree that we have no responsibility for the content, products, services, advertising or other materials which may be provided by or through Linked Sites, even if they are owned or run by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us.

User Content: If you submit comments, photos and other content to us ("User Content") through Site(s), social media communities, survey responses, email or otherwise, you grant us an irrevocable, royalty-free, perpetual, transferable, license to use, modify, create derivative works from, publish, display and sublicense User Content, in whole or in part, in any format and on any platform either now known or hereinafter invented, and to associate User Content with your name and/or likeness. You are solely responsible for your

User Content.

You represent that You have the right to submit User Content to us and the right to grant us the license described above. You warrant that User Content, and our use thereof, does not and will not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

Copyright Policy:

If you are a copyright owner or agent thereof and believe that content on the Site(s) infringes upon your copyright, please submit notice, pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512 ©) to our Copyright Agent with the following information: (I) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright; (II) a description of the copyrighted work to which you claim has been infringed; (III) the URL of the location containing the material that you claim is infringing; (IV) your address, telephone number, and email address; (V) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (VI) a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent can be reached as follows:

By mail: Attn: Copyright Agent
Kaplan, Inc.

550 West Van Buren Street
Suite 600
Chicago, IL 60607

By phone: (312) 385-1246

By email: copyright@kaplan.edu

Passwords:

When You set up a Kaplan account, You must choose a password. You are solely responsible for maintaining the confidentiality of your password and for any and all use of your account. You agree not to disclose your password to any third party. Kaplan has the right to terminate your account for any reason at our sole discretion without notice to You.

Mobile Devices, Phone Calls and SMS:

If you provide Kaplan with a telephone number, such as when You purchase, enroll in or use a Kaplan Program, You agree that Kaplan may contact You about your Program and about other Programs 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 Kaplan. If you wish to stop receiving SMS messages, text "STOP" to KAPTST (527878). Programs may offer Content and features that are available via a mobile device. Standard messaging, data and other fees may be charged by your carrier. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

Class Schedule and Location Changes:

Class schedules and locations of Programs are subject to change and/or cancellation. Kaplan will notify You of any changes or cancellations. If an alternative Kaplan Program does not meet your needs, Kaplan will provide a full refund.

Program Changes:

Kaplan frequently updates, revised and modified Programs, including Program Content, features and services ("Program Changes"). Kaplan reserves the right to make changes to Program Changes at any time, subject to such changes not materially degrading the Program.

Tutoring Policies for Bar Examination Review:

All Kaplan tutoring sessions are delivered via phone or video chat. Tutoring sessions are non-refundable after the first session has commenced. If You miss a scheduled session, Kaplan will make efforts to reschedule that session. If a mutually convenient rescheduled appointment cannot be reached, the hours for that missed session will be forfeited.

Technical Requirements:

You will be responsible for meeting and maintaining the minimum technical requirements for your selected purchase in order to access certain features of your Program. Access to Programs may require internet access, for which Kaplan is not responsible.

Student Code of Conduct:

Kaplan may remove from Programs students whom Kaplan deems in its discretion to be disruptive to the learning environment, dangerous to other students or faculty, have acted in a manner that shows lack of dignity and respect for faculty and/or students, violated any intellectual property rights of Kaplan or others, or have engaged in academic misconduct, such as cheating or violating confidentiality. Students removed from Programs for violations of the Code of Conduct are not eligible for refunds.

International Students:

If You study in the U.S. on an international student visa You are responsible for complying with all of the terms of that visa, including timely departure from the U.S.

Disclaimer and Limitation of Liability:

PROGRAMS ARE PROVIDED "AS IS" AND KAPLAN DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. IN NO EVENT SHALL KAPLAN BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF KAPLAN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KAPLAN'S TOTAL LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU FOR YOUR PROGRAM.

Arbitration and Class/Collective Action Waiver:

Any and all disputes arising from or related to this Agreement, 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 (as modified herein) in accordance with the Federal Arbitration Act. The arbitration shall be governed by and construed by federal law to the fullest extent possible. Unless otherwise agreed by the parties, the arbitration shall take place in the largest U.S. city within 100 miles of your permanent residence. If You reside outside the United States, then the arbitration shall take place in accordance with the American Arbitration Association Consumer Rules and Protocol. Judgment on the arbitral award may be entered in any court having jurisdiction thereof. To the maximum extent permitted by law, should You wish to initiate a legal action against Kaplan in arbitration, 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 Kaplan or a related entity is a party. The same applies to Kaplan's legal actions against You. Thus, You and Kaplan agree that each may bring claims in arbitration 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 Kaplan agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

Export:

Software related to or made available by the Program may be subject to United States export controls. Thus, no software from the Program may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

Tax:

Purchases may be subject to taxes in many states. Tax rates are different from state to state. You are responsible for paying all such taxes.

Consent and Release

During your Program, Kaplan may contact You for feedback related to your Program. You may be photographed or your class recorded (collectively referred to as "Student Experience Materials"). You agree that Kaplan may use the Student Experience Materials for internal purposes. Programs or other activities may occur in hotels, schools and other facilities not controlled by Kaplan ("Third Party Facilities"). You waive any claim against Kaplan arising from your (or your child's) use of Third Party Facilities, including claims related to the safety and security of third party facilities.

Miscellaneous:

These Terms supersede all prior oral or written agreements and constitutes the entire agreement between the parties. Terms cannot be changed or modified orally. If any provision of Terms is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of Terms shall continue in full force and effect.

By signing below, I confirm my agreement with the terms above.

Student Name: _____ Law School: _____

Student Signature: _____ Date: _____