

Penn Foster Terms and Conditions for Approved Partners

(“Approved Partner T&C’s”)

“Approved Partner” means the Approved Partner identified on the Approved Partner’s Consent to Penn Foster’s Terms and Conditions. “Penn Foster” means “PF Carrus Careers, LLC.” These Term and Conditions are applicable as between Penn Foster and the Approved Partner.

1. Scholarship; Applicability of Terms and Conditions. (a) Penn Foster is a grantee of a scholarship fund from Petco Love. (b) All Penn Foster Programs provided to Approved Partner and Approved Partner’s students in conjunction with the Petco Love scholarship are governed by these Terms and Conditions. (c) If the Parties have any other contractual relationship with Penn Foster, these terms and conditions shall only apply to students enrolled in accordance with the Petco Love scholarship.

2. Relationship of Parties. Approved Partner is not a customer of Penn Foster, and Penn Foster owes no duties to Approved Partner. Penn Foster’s sole duties are to the students and to Petco Love. Approved Partner’s role is limited to identifying students who Approved Partner authorizes to enroll in the Penn Foster Program with the Petco Love scholarship program. These Terms and Conditions do not create any agency, employment, or similar relationship between the Parties. No Party may take actions on behalf of or that bind the other Party.

3. Approved Partner Status. If Approved Partner is ever notified by Petco Love that it is not an “Approved Partner” of Petco Love or is not authorized to enroll students using the Petco Love scholarship fund, then the Approved Partner shall: (i) notify Penn Foster promptly and (ii) not attempt to enroll any more students using the Petco Love scholarship fund.

4. Enrollments; Scholarship Recipient Selection From time to time, Approved Partner may identify scholarship recipients to Penn Foster, this shall be done in a writing using (an “Enrollment Authorization”). The Approved Partner is solely responsible for complying with all applicable laws and scholarship eligibility requirements in the selection of such scholarship award recipients and in the handling of any information related to said individuals. Under no circumstances will Penn Foster have any responsibility for selecting any scholarship recipient or verifying the scholarship recipient’s eligibility for scholarship funds.

4. Limitations on Scholarship Availability. All enrollments are made on a per-student per-semester basis and are subject to fund availability, and Penn Foster makes no representations or warranties whatsoever regarding the availability to pay for any particular student’s Program. If a student is enrolled for one semester, there is no guarantee that scholarship funds will be available to pay for that student’s entire Program.

5. Approved Partner Responsibilities. Approved Partner will: (i) notify Penn Foster if Approved Partner learns that any Student(s) have violated the Penn Foster Rules of Academic Integrity (available at: <https://partner.pennfoster.com/policy-forms>) or have collaborated on Program exams or assignments, unless the curriculum expressly calls for such collaboration; (ii) notify Penn Foster if any student becomes ineligible to receive scholarship funds.

6. Limitation on Liability. IN NO EVENT WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, AGGREGATE, OR SPECIAL DAMAGES UNDER THIS AGREEMENT INCLUDING LOSS OF REVENUES OR PROFITS, OR COSTS OF REPLACEMENT PRODUCTS OR SERVICES. THIS LIMITATION DOES NOT APPLY TO APPROVED PARTNER’S VIOLATIONS OF SECTIONS 8 or 9, BELOW.

7. Disclaimer of Warranties. THE PROGRAMS, SERVICES, AND ASSOCIATED MATERIALS DELIVERED BY PENN FOSTER TO THE STUDENT PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND ACCEPTS THAT THE OTHER PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR WARRANTIES IMPLIED THROUGH COURSE OF CUSTOM OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, PENN FOSTER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT THE COMPLETION OF THE PROGRAM WILL ENABLE A STUDENT TO OBTAIN EMPLOYMENT, OBTAIN A LICENSE, OBTAIN A CERTIFICATION, OR ACHIEVE ANY OTHER CAREER BASED OBJECTIVES. PENN FOSTER RESERVES THE RIGHT TO MODIFY OR DISCONTINUE PORTIONS OR ALL OF THE PROGRAM(S) FROM TIME TO TIME.

8. Confidentiality. During the course of this administration of the scholarship, the Parties may exchange non-public information (including but not limited to information related to a Party's business, Student Information, and other information designated as Confidential) (collectively "Confidential Information."). Either Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Receiving Party"). A Receiving Party may use and disclose the Disclosing Party's Confidential Information solely and exclusively for the purpose of carrying out these terms and conditions. Each Receiving Party shall protect the Disclosing Party's Confidential Information with the same level of protection the Receiving Party uses for its own Confidential Information, but in no event shall the Receiving Party use less than commercially reasonable protections. All Confidential Information shall remain the property of the Disclosing Party. Upon the termination of participation in the scholarship program or the request of the Disclosing Party each Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

9. Ownership of Intellectual Property Rights. Approved Partner hereby acknowledges and agrees that Penn Foster is the sole and exclusive owner of: (i) the Program, all materials and methodologies related to the Program; (ii) all logos, trademarks, copyrights, trade secrets, and other intellectual property created or owned by Penn Foster, whether registered or not (all of the foregoing, the "Penn Foster Property"). Approved Partner shall not acquire any ownership rights in the Penn Foster Property by virtue of this Agreement.

10. Student Information. Approved Partner is not entitled to any information regarding any student's progress in the Penn Foster Program, such as attendance, grades, or any other performance information.

11. Notices. All notices required or permitted under these terms and conditions must be sent to Approved Partner at the address set forth on the PO. All notices directed to Penn Foster shall be sent to: PF Carrus Careers, LLC, Attn: Chief Executive Officer and General Counsel, 925 Oak Street, Scranton, PA 18515. Any notices alleging, asserting, or relating to termination, breach, or default shall be sent by United States certified mail or overnight carrier (with tracking number).

12. Entire Agreement; Amendments; Interpretation. These terms and conditions the entire agreement between the parties and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter of these terms and conditions. These terms and conditions shall be construed, interpreted and enforced according to the laws of the Commonwealth of Pennsylvania, without respect to conflict of law principles. These terms and conditions shall be deemed to have been entered in the Commonwealth of Pennsylvania. Each party unconditionally and irrevocably agrees that all disputes arising under or relating to these terms and conditions (including any dispute as to the validity, enforceability, or existence of these terms and conditions) shall be resolved by a court in Lackawanna County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania, which shall be the exclusive forum and venue for any such disputes.

PETCO LOVE SCHOLARSHIP PROGRAM

Approved Partner's Consent to Penn Foster's Terms and Conditions

Approved Partner's Organization Name: _____

Approved Partner Contact person: _____

Contact Phone Number: _____

Contact Email: _____

Address for Notices: _____

I am authorized to act on behalf of the above-referenced organization, which is an Approved Partner of the Petco Love Veterinary Technician Scholarship Program. The above-referenced organization hereby acknowledges receipt of Penn Foster's Terms and Conditions (below) and agrees to be bound by them.

Agreed by:

Signature

Print Name

Title

Name of Approved Partner Organization

Date