

TERMS OF SERVICE and
ENROLLMENT AGREEMENT

KBPE: License No: R-0403 KBHI P-1001

This is the TERMS OF SERVICE and ENROLLMENT AGREEMENT by and between the user consenting to the PLI Terms of Service and Enrollment Agreement (TOS) (“**Student**,” “**I**” or “**my**”) and Professional Learning Institute4U, LLC, a Kentucky limited liability company with its principal place of business at 5208 Moccasin Trail, Louisville, Kentucky 40206 (“**PLI**”).

In consideration of the services, class, educational opportunities, training, credits, and related services provided and/or offered me by PLI 9the “Services”), and the mutual benefits to be derived and the mutual covenants given herein and other good and valuable consideration acknowledged received, I hereby agree with PLI as follows:

1. **PLI.** The term “PLI” as used in this Agreement shall include Professional Learning Institute4U, LLC (“PLI4U”) and each and every instructor, employee, owner, member, other student, agent, and representative of PLI (collectively, “PLI”).

2. **Application and Registration Fee.** Registration reserves my place in a course. The registration fee is applied to my Tuition. My registration fee is non-refundable and shall be applied against the Tuition for the Program I select. I may change the date or course I originally selected at the time I registered on a space available basis, which shall be determined by PLI, provided I give at least seven calendar days notice to PLI.

3. **Tuition.** I agree to pay PLI4U tuition as set out on this PLI website (the “**Tuition**”), payable in full on or before the first day of class. As examples only typical tuitions for various Programs total

\$329.00 (Three Hundred Twenty-Nine Dollars) for **14-hour CE** curriculum; or
\$658.00 (Six Hundred Fifty-Eight Dollars) for **28-hours CE** curriculum; or
\$189.00 (One Hundred Eighty-nine Dollars) for 6-hours Basic CE Core; or
\$2,495.00 (Two Thousand Four Hundred Ninety-Five Dollars) for the pre-licensing course; or
\$35.00 (Thirty-five Dollars) per credit hour for other options, or
\$389.00 (Three Hundred Eighty-Nine Dollars) for radon certification class; or

\$ 75.00/hr (Seventy-five Dollars) individual tutoring or such other curriculum as set out

4. COVID-19 ADVISORY

ONLY YOU CAN PREVENT COVID-19 RISKS OR INFECTIONS. READ THIS CAREFULLY.

“The coronavirus is not yet contained. It is up to every individual to protect themselves and their community. Social distancing, hand washing, and wearing masks protect us all ” -- Dr. Stephen Hahn, Commissioner of the U.S. Food & Drug Administration (FDA), alert 5/24 for re-openings starting Memorial Day weekend.

PLI is allowed to re-open classes now. We are opening. *Please do NOT consider the fact that a class is open as any suggestion that the PLI Faculty believe that the biological or medical risks of Covid-19 are lower or have become safer. Opening classes is not free of risks to your instructors and PLI staff and all involved. Covid-19 still is as extremely dangerous as it was before.*

Opening safely is more guesswork than anyone would like. There are no federal rules. The President does not agree with the Governor, even about masks. PLI works hard to make the best decisions, but there are no truly safe openings today.

For these reasons, if you decide to attend, you assume all risks of attending class, known or unknown, of any kind whatsoever. This Covid-19 Alert may help your own evaluation of risks and rewards, and what PLI plans to do to support you in protecting yourself and others.

To be blunt, PLI cannot protect you from Covid-19 or prevent infections. PLI may be able to help your own risk management but, even though, it will be no guarantee of preventing Covid-19. For example, PLI rented a much larger classroom to provide 6-foot distancing between each student's seat. Even so, each and every student's compliance with safety guidelines (such as entering and leaving the classroom single-file with 6-foot separation) is more important than the space and your attention to your own protection will do you the most good.

Dangers and risks should not be taken lightly or underestimated. Probably one out of every four people (+/-25%) infected with Covid-19 show no symptoms, sometimes for almost a week, if at all. Even taking temperatures will not catch people with no symptoms. There is no cure and no vaccine, which is bad enough – but it also highlights how much we still do not know about the virus. The risk of catching the virus, and the course of any infection, also is highly individual. Known risk factors include age, gender, body mass, pre-existing medical conditions, travel exposure, and personal protective measures used (like distancing, masks, and sanitizing, for starters). You are in charge of all that. The classroom is in a hotel with unknown safety testing, guests from unknown locations coming and going, and other issues (like small elevators). Even though class size is limited, it only takes one. There will be lawsuits and blame games everywhere after this crisis is over. If PLI were able to insure those risks, your tuition would be much higher. It is only by being clear about your responsibilities and limiting PLI's liability in this way that we can take any of the built-in risks of re-opening classes. There is more, and surely there are even more unknown factors and risks, as you know, but you get the idea. All this is out of PLI's control and we would not want you to think otherwise.

For these reasons, *you are solely responsible for attending and for determining the risks that may affect you and anyone you contact. We urge you to consider your personal medical situation and all risks (including those described here) carefully and thoroughly. If helpful, please consult with you physician or medical professional. Attending class and staying safe are entirely your responsibility and it is not simple or easy.*

**ATTENDING CLASS IS VOLUNTARY AND AT YOUR OWN RISK.
YOU RELEASE AND IRREVOCABLY WAIVE ANY CLAIM OF PLI LIABILITY OR
RESPONSIBILITY OF ANY KIND WHATSOEVER AND INDEMNIFY PLI AGAINST
ANY SUCH CLAIM BY OR THROUGH YOU.**

Registering for class and consenting to these Terms of Service and Enrollment Agreement constitutes your agreement that:

A. Responsibility for your safety and wellness is entirely up to you and you agree to attend class entirely at your own risk, regardless of anyone else you may regard as negligent or irresponsible. You unconditionally and irrevocably waive any claim of any kind whatsoever against PLI, its officers, owners, faculty, employees and agents arising from or related to Covid-19, your health, or classroom and school operations, and you further indemnify PLI against any such claim made by or through you.

B. **(1) you have no symptoms of illness; (2) you have no knowledge of any contact with any infected person; and (3) you know of no exposure that makes you likely to be infected or a carrier (such as illness at home or other groups exposure such as nursing homes). You re-affirm and make the same certification when you enroll on the first day of class and again as of the latest date again each day when signing in.**

You re-affirm and make the same certification when you enroll on the first day of class and again as of the latest date again each day when signing in.

C. You will promptly notify PLI if you develop any symptoms of Covid-19-type illness (such as low-grade fever, dry coughing with flu-like symptoms, respiratory distress), on arrival, during class, or within two weeks after class. You agree PLI may disclose pertinent facts to health authorities. We agree to assist you or your physician in contact tracing if necessary.

Normal temperature is required to attend any class any day. Temperatures are checked each morning as a condition of admission to the class. The PLI device is FDA approved and it is the only acceptable measure. If you have a fever, you will be excused from class and rescheduled.

You should bring your own personal protective equipment (PPE). PLI scrambled to get a supply of masks, gloves, and sanitizer but prices often were over the top. We hope we have enough hand sanitizer (think bathrooms). Masks will be available for purchase while supplies last, but at terrible prices. When it came to rounding up enough PPE for classes, sellers were price gouging left and right. We think we got enough but it wasn't cheap or easy.

5. ***Textbooks, Tools, Supplies, and Other Services.*** My Tuition is for PLI instruction only. Purchase of a textbook or tools and any other costs are additional. Textbooks are optional for most courses. All courses include course materials, regardless of any textbook or other purchase. Course materials typically are proprietary copyrighted PLI Teaching Information. I will exert myself to prevent any copying, distribution, or publication of any kind of any course materials

and other PLI papers.

PLI offers entirely optional Plans for longer-term discounts on books, manuals, tools, measuring equipment, and more. All PLI students and graduates are eligible. Membership fees apply to some programs. PLI4U negotiates on behalf of its students to get special discount plans. Because PLI can regularly purchase, in quantity, directly from vendors, year after year, **PLI4U can make available special DISCOUNT plans** for most tools, uniforms, materials, and supplies I may need. If you chose to take advantage of any of these opportunities, please complete the appropriate Appendix and sign it.

PLI also provides supplemental services. These services include attorney-assisted contract reviews, expert witnesses, and much more. Please enquire with your Instructor or the school if you wish to learn more.

I also will receive a Newsletter regularly from PLI, provided I subscribe.

All PLI services are subject to its Terms of Use and Student Policies, which appear on PLI's web site and are incorporated by this reference in this agreement as if fully rewritten herein.

6. ***Cancellations and Refunds.*** PLI is one of the few schools that allow students to apply their payments to other course offerings or Programs if plans change. All application-registration fees and tuition payments may be applied to any course offered by PLI but are non-refundable. **Cancellations are not accepted and no refund is available after a class or Program begins but I may apply Tuition and registration fees to reschedule and to complete a class or Program on a space available basis.** PLI works to assist students who are compelled to interrupt their studies for unforeseeable reasons beyond their control, such as emergency surgery. PLI also works to assist students who made Tuition payments and need to enroll in a different session offered by PLI4U, provided I give timely notice. Admission to a different session cannot be guaranteed due to the small class size limits, though most classes are offered monthly or quarterly. In the event I cancel or reschedule attendance, PLI cannot guarantee any course or curriculum will continue to be available after the original date it was offered. In the event a course is no longer available, or available only at an unsatisfactory time, then any payment must be applied to other courses or Programs. If I elect to pay the Tuition in installment payments and PLI4U agrees, the total of such payments is more expensive than paying the Tuition in full prior to the first class. In the event PLI cancels a class, I will be provided dates to reschedule or offered a refund.

7. ***Educational Purpose Only.*** I agree that all classes, information and instruction provided by PLI is for educational and informational purposes only. I understand that the courses, and the hours that each subject is given, in each CE, Pre-Licensing Program, and all other educational offerings (collectively, the "**Program**") are offerings provided to benefit my growth and development. Classes are not legal, accounting, investment or any other professional advice; I will consult my attorney, accountant, or other appropriate professional before making personal or business decisions. Where a class or curriculum is designed to meet licensing requirements, and designated as such by PLI, the course is acceptable for that purpose but that those requirements cannot be satisfied without my attendance, participation, follow-through, and other steps which are entirely my responsibility. For example, sign-in forms must be completed at the beginning of each class and survey forms (that also confirm attendance) are distributed at the conclusion of each class. It is my responsibility to make certain they are properly completed and timely

submitted to obtain credit hours for that class. Similarly, there are other requirements for a license and its renewal that are entirely my responsibility to meet. These include (without limiting the generality of the foregoing) properly completing and filing an application for licensure or renewal; supplying documentation required in that application such as insurance and a police background check; in some instances, passing a national licensing examination (not given by PLI); other educational requirements (such as a high school or GED diploma) and more, all of which are entirely my responsibility. PLI does not undertake to assure the approval of any credits for any purpose.

I acknowledge that for those reasons among others **PLI cannot, and does not, make any guarantee or other assurance of obtaining a license or renewal.** PLI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO THE FULLEST EXTENT PERMITTED BY LAW. PLI WILL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NO MATTER WHAT THE CAUSE, CLAIM OR THEORY FOR SUCH DAMAGES MIGHT BE,, EVEN IF PLI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. I also acknowledge that the classes offered in the Program do not constitute any type of safety training or certification process for any other agency or vocation. PLI classes are offered solely to train and inform me in useful or basic skills as part of the educational needed to licensed or maintain a license in the subjects and jurisdictions I have chosen. No information presented at any class is provided for any other purpose, including, without limiting the generality of the foregoing, journeyman instruction; union obligations; job requirements or qualifications; qualification for any grant, loan, or subsidy; or legal, accounting, tax or other professional advice.

No employment or job opportunity of any kind is guaranteed or promised in any way by PLI or by my participation in any class or Program. PLI4U maintains no placement office or service. It does not solicit, develop, examine, verify or distribute job offers or opportunities of any kind. PLI may pass along or post unsolicited job offers or inquiries from time to time but, in such an event, I accept that PLI makes no representation about the offering, employer, the suitability or fitness of any job or employment, or any other representation of any kind with respect to it and I will rely entirely on my own skills in responding.

8. ***Proprietary “Teaching Information.”*** My use of PLI materials is licensed by these Terms of Service and Enrollment Agreement and subject to its terms and conditions. All of the class materials and all information received by me from PLI (regardless of form, whether oral or in digital format or other media including printing, excepting textbooks and any other material copyrighted by another) (the “**Teaching Information**”) is the proprietary intellectual property of PLI4U. While my copies of the Teaching Information are mine to keep under this license, I will not copy, reproduce, give to anyone else, or distribute in any way any of the Teaching Information, except as permitted in writing by PLI4U for PLI educational purposes and the use of PLI students. All rights to the PLI Teaching Information are reserved by PLI.

PLI routinely permits reproduction of its Teaching Information provided a copyright notice, reserving all rights to PLI, is given in any publication and permission is requested and granted in advance of publication.

I know this is valuable material and that PLI has invested substantially to create the course materials for its students. That is why I am here. I will do what I can to make sure others

do not infringe on PLI's rights or copy materials for other commercial uses without PLI permission. Even though the amounts of damages could be debated, the existence of damages is clear to me. It would cause irreparable harm to PLI to breach this agreement, or have any part in breaching the agreement, so I further agree that injunctive relief may be had. I will promptly return all Teaching Information to PLI at its request in the event I breach this Agreement and I recognize that time is of the essence.

9. ***Personal Information True; Checks OK.*** All information given by me in any application for admission or otherwise to PLI is true, correct and is sufficiently complete not to be misleading. I agree that PLI may investigate or confirm any of the information I presented describing me and I request any person or entity contacted by PLI or any of its representatives to cooperate fully in PLI's inquiries. I waive and release any claim of confidentiality or privacy, and any other claim or cause of action of any kind, with respect to all such PLI inquiries and I hereby irrevocably indemnify any person or entity against any claims, causes of action or controversies of any kind arising from or related to such PLI inquiries and the providing of information about me in response to PLI inquiries. PLI may use my name, likeness, biographical information and like information in any PLI4U information, web site, Teaching Information, marketing, and advertising of any kind.

10. ***Photos, Recordings Permitted.*** PLI includes photographs of all students on their course completion certificates. This is considered a industry-leading practice that, among other things, assures agencies of the identity of any individual presenting credits for licensing or regulatory purposes. PLI also may tape or record classes (in various formats including audio, video, CD, DVD, etc.) (a "Recording") from time to time and may market or merchandise those recordings, either directly or through or in conjunction with others. Some may be made public on web sites hosted or contributed to by PLI. PLI owns all of the Recordings and all rights including copyrights arising from them. In the event that I appear in any such Recording of any kind, I consent to any and all such uses of my name, likeness, photographs, video images, voice and all like images, sounds and information of any kind, and I further hereby irrevocably grant to PLI all rights of any kind which I may have or could have with respect to such a Recording, including (without limiting the generality of the foregoing) any right to compensation, royalties or other consideration of any sort. As this helps PLI4U manage costs and prices, and since it also may aid in my home or work studies and provide useful resources to me, I consider that this benefits me, both now and in future classes or continuing education.

11. ***PLI Policies & Procedures Binding.*** I agree to abide by and comply with the policies, Terms of Service, and procedures of PLI and to comply with all applicable law and regulations. I understand this may include expulsion from the Program in the event of a material breach of any term of this Agreement or as provided in PLI policies. Expulsion does not entitle me to any refund of Tuition or any other expenditures made in the course of my education with PLI.

12. ***Classroom & Conduct.*** PLI4U maintains no dress code, but expects students will not dress in a provocative manner or any manner designed to excite controversy or distract from an orderly learning environment. Students are permitted to make notes on a laptop computer, however, no computer, PDA, cell phone or recording device is permitted in any classroom when tests or examinations are being administered. Cell phones must be turned off, or to vibrate, during

classes or they will be removed. Cell phones, computers, and other electronic devices are to be checked at the door for examinations. No recording devices of any kind are permitted in any classroom at any time.

13. ***No Disreputable Activity.*** Recognizing that reputation is crucial to the success of any school or training institute, I agree that I will not take any action or omit to take any action that would bring PLI into disrepute or damage its reputation in any way. In any facility where I am registered or stayed for a PLI program, I will conduct myself accordingly, seeking to bring honor and credit to my profession, my school, and myself. Without limiting the generality of the foregoing, I will not engage in any act of indecency, moral turpitude, or criminal conduct of any kind involving youths, fraud, theft or morally repugnant acts or any other conduct which reasonably foreseeable could negatively impact the reputation or public image of PLI. I hereby irrevocably indemnify and hold harmless PLI against any claim, cause of action, controversy or liability of any kind arising from or related to any personal misconduct or negligence of mine.

14. ***Release of Claims.*** I further irrevocably agree that no instructor and no owner, officer, employee, sub-contractor, agent, or representative of PLI4U, and any and all other persons or entities affiliated with PLI4U, and PLI4U itself shall be held liable by me or anyone claiming by or through me or on my behalf for any reason whatsoever arising from or related to the Program, these Terms of Service and Enrollment Agreement, or the operation of any class or classes, other than PLI failing to perform the course instruction as agreed. I hereby release, waive and irrevocably surrender any claim, cause of action and liability I have, or may have, arising from the Program, these Terms of Service and Enrollment Agreement and PLI's pre-license training in any way whatsoever. Without limiting the generality of the foregoing, this general release and limitation of liability specifically applies to any accidents or injuries (including without limitation all health issues, Covid-19 incidents, mold claims and the like) sustained for any reason in field work or in the classroom or the classroom venue. I undertake driving, inspecting a home, and all like activities entirely at my own risk. I further indemnify and hold harmless PLI for any claim brought in breach of these Terms of Service and Enrollment Agreement for whatever reason.

15. ***Arbitration is Mandatory and Binding; Lawsuits Surrendered.*** In the event of any controversy involving PLI or arising from or related to this Agreement, or the transactions contemplated by it, and not fully released or waived by it, I agree to notify PLI promptly in writing within thirty days after I first become aware of such a controversy in any way. If I fail to notify PLI promptly under this Agreement, then any claim, dispute, liability, or other cause of any kind is waived, surrendered, and held for naught. In the event I give prompt notice of such a claim and it cannot be resolved in a mutually satisfactory way within sixty days, I agree to mandatory binding arbitration to the fullest extent provided by Kentucky law, including arbitration of this arbitration agreement, through the Better Business Bureau or the American Arbitration Association as below, at PLI's sole election. I hereby waive, surrender, and irrevocably indemnify and hold harmless PLI against any and all such controversies, claims, contentions, causes of action, and liabilities of every kind, whether arising before or in the future, except to the extent such may be recognized or acted upon in mandatory binding arbitration and are not otherwise released, waived or surrendered by this Agreement. I agree, however, that this agreement to mandatory binding arbitration may be enforced in a court of law and, in that event,

I agree to pay all costs of enforcement including reasonable attorney's fees. The foregoing notwithstanding, if I have selected the installment payment option for payment of Tuition, and payment is not timely made to PLI4U, I agree PLI may seek such legal recourse as it deems necessary, without waiving or modifying my agreement to be bound by mandatory arbitration of any other claim, counterclaim, controversy, cause of action, liability and the like. In that event, I further agree to pay all costs of collection and arbitration, including court costs and reasonable attorney's fees.

A. Arbitration Agreement. All complaints, controversies or disputes which may arise between you and PLI, any officer, member, instructor, employee, agent or affiliate of PLI concerning the subject matter or performance or lack of performance of these Terms of Service and Enrollment Agreement, the conduct of any class, and any other issue in law or equity of any kind whatsoever, except as expressly and specifically excluded in Arbitration Limits herein, or the construction, performance or breach of this contract to arbitrate or any other agreement between us, whether entered into prior to, on, or subsequent to the date of these Terms of Service and Enrollment Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted by a single arbitrator.

You or we may arbitrate any claim, dispute or controversy between you and us arising out of these Terms of Service and Enrollment Agreement, this arbitration contract and its making, or our relationship (collectively, the AClaims@). If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on the Claim. Except as specified below in Arbitration Limits, all Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive relief, or declaratory relief) they seek, including without limitation Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against anyone connected with us or you, or by someone making a claim through us or you, such as a co-owner, co-investor, lender, authorized user, related person, employee, agent, representative or an affiliated/parent/subsidiary company.

This arbitration provision and any arbitration under these Terms of Service and Enrollment Agreement shall be governed by and conducted pursuant to the Federal Arbitration Act (FAA). The FAA shall govern any disputes and any conflicts of any kind, including contract construction and application, and shall be interpreted in the broadest way the law will allow. Judgment on any arbitration award may be entered in any court having jurisdiction. Notice of Demand for Arbitration must be made within a reasonable time after the problem is known (not to exceed 65 calendar days after a party knew or should have known of the existence of said Claims), with a hearing to be scheduled and held as soon as reasonably possible thereafter.

B. Arbitration Limits. Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. Claims brought as a private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator shall have authority to award relief only on an individual basis. However, owners, co-owners or co-investors or corporate affiliates are here considered as one person.

C. Arbitration Disclosures. By signing this arbitration agreement, the parties agree as follows: (1) All of the parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided in the rules or guidelines of the arbitration

forum in which the claim is filed.

(2) Arbitration awards generally are final and binding. A Party's ability to reverse or modify an arbitration award is very limited.

(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the arbitrator or panel. The arbitrator or panel typically includes arbitrators who were or are affiliated with the real estate or construction industries. The rules or guidelines of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. Forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement. Arbitration may be commenced at any time, subject to the specifications contained in this Agreement.

D. How Arbitration Works. (1) Any of us may initiate arbitration by serving on the other parties a written Notice of Demand for Arbitration. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by serving the required Notice of Demand for Arbitration, and submitting the required American Arbitration Association (AAA) or Better Business Bureau (BBB) forms and required filing fees.

(2) Arbitration shall be conducted by the AAA according to this arbitration provision and the applicable AAA rules in effect when the claim is filed, except where any such rule or procedure conflicts with this arbitration provision. You can get copies of those rules/procedures from the AAA website (www.adr.org) or by calling 800-778-7879. In the event the AAA declines arbitration, then the arbitration shall be conducted by the Better Business Bureau of Louisville, according to this arbitration provision and the applicable BBB rules in effect when the claim is filed, except where any such rule or procedure conflicts with this arbitration provision. In the event of conflict with rules of either group, this arbitration agreement shall govern. The arbitrator shall be selected by the AAA, or BBB if applicable. Any arbitrator must have some building construction experience.

(3) You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the Commonwealth of Kentucky in the same city as the U.S. District Court closest to the inspected home.

(4) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA rules (or BBB rules, if applicable), which may limit discovery. The arbitrator shall not apply any federal, state or local rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and take reasonable steps to protect privileged, confidential, and proprietary information if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA, applicable statute of limitations, and governing law including without limitation KRS 411.270 to 411.282 and may award damages or other relief under applicable law.

(5) The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing

on any other person or dispute.

E. Arbitration Fees. Arbitration fees will be allocated according to the applicable AAA rules (or BBB rules if applicable). If we prevail, we may not recover our allocated arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney=s fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

F. The Final Award. The award by an arbitrator is final unless a party appeals it in writing to the AAA (or BBB, if applicable) within 30 calendar days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be based allocated according to the applicable AAA Rules (if BBB rules, if needed). An award by a panel on appeal is final. A final award shall be subject to judicial review only as provided by applicable law.

G. Preservation. This arbitration provision shall survive changes in these Terms of Service and Enrollment Agreement and termination of the relationship between us and us, including the bankruptcy of any party. The provisions of this section shall survive termination, amendment or expiration of these Terms of Service and Enrollment Agreement. If any portion of this Article III is determined to be invalid or unenforceable, then the remainder shall be given full force and effect and all other terms shall be given full force. This arbitration provision may not be amended, severed, or waived, except as provided in these Terms of Service and Enrollment Agreement or in a written agreement signed by you and us.

16. **Miscellaneous.** This is the entire agreement between PLI and me and all other representations, agreements or term or condition of any kind are entirely superseded by this Agreement. This Agreement may not be amended or modified in any way orally but only by a written agreement signed by all of the parties to this Agreement. I have not relied on any other inducement or condition of any kind in entering into, consenting to or executing this Agreement. To the extent necessary, agreements contemplating events subsequent to the conclusion of a class, such as indemnification or injunctive relief, shall survive the termination of this Agreement. This Agreement is my own voluntary, informed and knowing act, free of any pressure or duress of any kind, and I have had sufficient opportunity to obtain any outside or professional advice I may deem necessary. This Agreement was made and executed in the Commonwealth of Kentucky and shall be interpreted and applied according to its laws. In construing this Agreement, it shall be deemed the joint work product of the parties. If any term or condition is held void, voidable or unenforceable, then the remainder of the Agreement shall be fully enforced as though it were without the void, voidable or unenforceable portion.

16. **Inspection and Injuries – Waiver and Indemnity.** I understand that satisfactory field work and, in some cases, home inspections and reports are part of some licensing processes (the “Field Module”). My participation in this opportunity is voluntary and I am free to obtain equivalent opportunities elsewhere. In order to qualify to participate in PLI’s Field Module, I represent and warrant that I maintain all adequate health, medical, hospitalization and other insurance that may be needed in the event of accident, injury, or any other events customarily covered by such insurance. As a prerequisite to my participation, I represent and warrant that I have brought all necessary safety gear, and any special equipment (if I am disabled or otherwise challenged), that

is reasonably necessary for these undertakings and tasks. Further, that I will use such gear and equipment as fully as is necessary or reasonable. I understand that I am employing PLI for this purpose and am not an employee or agent of any kind of PLI. I hereby irrevocably waive, release and discharge PLI from any claim or liability whatsoever arising from or related to any inspection site, my activities on any inspection and related areas and activities of any kind. I further irrevocably indemnify and hold harmless PLI from any and all such claims, complaints, causes of action, and liability of any kind by or through me or in my name or on my behalf, however brought, in whatever forum brought, including costs and reasonable attorneys' fees incurred by PLI.

17. COMPLAINTS WITH THE KENTUCKY COMMISSION ON PROPRIETARY EDUCATION

Professional Learning Institute is primarily regulated by the Kentucky Board of Home Inspectors (the "KBHI") in Kentucky but also is regulated by the Kentucky Commission on Proprietary Education (the "Commission"). Both the KBHI and the Commission have Complaints Committees to hear complaints under their statutes and regulations. The Commission accepts complaints on its "Form to File a Complaint", Form PE-24, 2013 edition, generally accompanied by a "Authorization for Release of Student Records", Form PE-25, 2013 edition. Both forms are available from the Kentucky Commission on Proprietary Education, 500 Mero Street, 3rd Floor, Capital Plaza Tower, Frankfort, KY 40601.

NOTICE OF KENTUCKY STUDENT PROTECTION FUND AND PROCESS FOR FILING A CLAIM AGAINST THE FUND

Kentucky has established a "Student Protection Fund" under KRS 165A.450 (the "Fund"). The Fund shall be used to pay off debts, including refunds to students enrolled or on leave of absence by not being enrolled for one (1) academic year or less from the school at the time of the closing, incurred due to the closing of a school, discontinuance of a program, loss of license, or loss of accreditation by a school or program. The Kentucky Commission on Proprietary Education, 500 Mero Street, 3rd Floor, Capital Plaza Tower, Frankfort, KY 40601 manages the Fund. A "Form for Claims Against the Student Protection Fund", Form PE-38, is available from the Commission.

COVID-19 SUPPLEMENT AS OF JUNE 1, 2020



TERMS OF CONDITIONS RELATED TO COVID 19

PLI CANNOT PREVENT COVID-19 RISKS OR INFECTIONS. READ THIS CAREFULLY.

"The coronavirus is not yet contained. It is up to every individual to protect

themselves and their community. Social distancing, hand washing, and wearing masks protect us all ” -- Dr. Stephen Hahn, Commissioner of the U.S. Food & Drug Administration, alert posted 5/24 for Memorial Day weekend openings.

It is not news that the Covid-19 pandemic is affecting practically everything – and has been for over 150 days now. The idea that anyone would get sick or die of Covid-19 is a miserable thought for all Americans, including PLI and your instructors and staff. Even though PLI has looked closely at the information we found available, and reviewed guidelines and options, in the end, realistically, with no vaccine, no cure, and no real national screening, there apparently is not much any of us can do. In particular, there seems to be nothing sure-fire.

Yet the United States has the highest number of cases and deaths in the world today. With over 1,600,000 U.S. cases already, and about 100,000 Americans dead in a matter of months (that is more than the total killed in the 19 year-long Vietnam war), we do not take Covid-19 lightly.

Our best advice is that Covid-19 a deadly serious threat that should be taken as a grave concern and not underestimated.

About 25% (1/4) of people infected show no symptoms – including high temperatures. No personal safety equipment, including masks, protects you reliably or 100% -- even though they appear to help reduce risks, especially to others. Each individual also has different risk factors, like age, gender, and pre-existing conditions, for example. Your movements, around the hotel or to get food, also has risks and many of those risks are either limited or multiplied by your conduct. More information, such as it is follows.

ATTENDING CLASS IS VOLUNTARY AND AT YOUR OWN RISK.

YOU RELEASE AND IRREVOCABLY WAIVE ANY CLAIM AGAINST PLI OF LIABILITY OR RESPONSIBILITY OF ANY KIND WHATSOEVER AND INDEMNIFY PLI AGAINST ANY SUCH CLAIM BY OR THROUGH YOU.

With so many unknowns, we will do what we can that seems sensible, as most Americans are doing. None of us are virologists but everyone is trying to be as safe as they know how. Generally, information about safety and health comes from the Governor in Kentucky. Kentucky guidelines cover PLI, the hotel venue for classes, and your conduct, all in a general way. However, neither the Governor nor any governmental agency is emailing (or otherwise notifying) PLI of any guidelines or updates. There is no U.S. government run central source of data or federal regulations, particularly for reporting test results. In fact, this is the first national epidemic where the federal government and the CDC (Center for Disease Control, part of the federal executive branch) was not in the lead – for facts and safety rules. Recently it was reported that CDC guidelines were being held up and edited by White House politicians. As of today, we have no CDC advice or guidelines for reopening classes.

We have to sort through what we can find, with no medical staff. At the same time, the media is filled constantly with new facts, data points, tips and ideas from all over the world. The nation’s infectious disease experts wear masks for example, but the President does not. Meanwhile, as the government unlocks Stay-At-Home (SAH) orders, everyone is talking about new risks of “second wave” and “third wave” infections coming up. It probably is inevitable that infections and deaths will go up once people leave their homes and mingle in public places again. But the U.S. government has been little to no help. We can think of all this as “the fog of war” or just confusion. This Covid-19 Warning is intended to help you consider the main

circumstances known to us and PLI's efforts to provide your class under these circumstances, as well as the limits of those efforts and some of the main risks to you that are involved. Even though providing the class is not free of risks to your instructors and PLI staff, *please do NOT consider the fact that a class is open as any evidence that the PLI Faculty believe that the biological or medical risks of Covid-19 are lower or have changed in any way. Covid-19 still is as extremely dangerous as it was before.*

Public health experts apparently agree on a few basics: First, most importantly, the virus is so novel, so totally new to humanity, that no one knows enough, and we still have a lot to learn, about how it works, how to detect, suppress, and treat infections, and what to do about the contagion and its risks. We know Covid-19 is highly infectious, uncommonly lethal, and currently unstoppable. There is no vaccine and no cure. (PLI newsletters February and March covered some of this; they are on the website at pli4u.com.)

Second, it appears that age, gender, and pre-existing health conditions, among many factors, affect Covid-19 infections and recoveries, if any. **You are solely responsible for determining the risks that may affect you and anyone you contact. We urge you to consider your personal medical situation and all risks (including those described here) carefully and thoroughly.**

To help, we briefly describe some of the known risks here. This is not a comprehensive catalog of all risks. Many risks are unknown and the significance of known risks is debated. We are not experts and new information, about the virus, its risks, and treatments for example, is coming out all the time. While we believe this information is accurate reporting as of May 27, we encourage you to get professional medical advice for any questions you may have.

KNOWN RISKS TO CONSIDER

The hotel setting itself also introduces risks. Venue risks are beyond PLI's control. The Beckinridge Inn is relatively isolated, with its own campus, compared to other venues with meeting rooms, like downtown hotels. Even so, there are guests from many states coming and going. We do not know the measures the hotel is taking, from screening guests to sanitizing surfaces to testing employees, for example. We have no basis to try to tell the hotel what to do or to get medical information. Instead, as with any public space, we have to depend on their compliance with applicable health and safety requirements.

Because infected people often show no symptoms, hotel operations are out of our control, the U.S. government has no promulgated regulations on point, information gaps and uncertainty about effective practices leaves immense uncertainty, and your individual medical profile is crucial to both disease and risk (as well as private), **PLI CANNOT ASSURE YOUR SAFETY OR HEALTH** and expressly disclaims any apparent or implied suggestion that PLI is responsible for your health or safety in any way. You attend class at your own risk. You alone determine your risk tolerance and medical factors. You acknowledge that you desired to enroll in this class and PLI did not solicit or otherwise induce your enrollment in any way. This class is presented at this time based on student demand.

By executing this enrollment contract (e.g., digitally, as Terms of Service, physically or in any other manner), you agree that you are solely responsible for your health and safety at all times and you irrevocably waive any claim of any kind involving PLI, its officers, owners, faculty, agents, and employees and any PLI class operation and you indemnify PLI, its officers, owners, faculty,

agents and employees ; you re-affirm that agreement and waiver by signing in for any class any day.

You already decided to accept risks and chances for disease or death by leaving your home shelter, driving here and by entering the hotel. Even though that makes us assume you have examined your risks, the jeopardy Covid-19 introduces can be so dangerous and lethal, that we ask you to thoroughly review the situation now, prior to admission to the classroom.

For those reasons, PLI has established policies intended to address the problems involved, insofar as we know how, based on such government guidelines as PLI as found as of the time of this policy.

RIGHT TO WITHDRAW AND RESCHEDULE

PLI students have a “no fault” right to withdraw from any class at any time. If you detect any sign that you might be unwell, or if you feel exposed to any risk or health hazard unacceptable to you, you should withdraw and reschedule. You may withdraw from any class at any time for any reason. The decision to attend, and to continue attending, is entirely up to you. Although your tuition is nonrefundable, as always, your tuition is not forfeited. In the event that you withdraw for any reason, you may complete the unfinished classroom hours in a later PLI course.

HEALTH & SAFETY REQUIREMENTS

1. **VENUE COMPLIANCE.** The Breckinridge Inn stayed open for lodging since the State of Emergency was declared (though it closed the swimming pools, breakfast room and banquet rooms, among other changes). It is following safety protocols and maintaining operations that are outside the control of PLI. Some hotel conditions may be worrisome. For example, hotel guests come from unknown locations often across state lines and may be in proximity outside the classroom. Some may not have masks or be very considerate. Health and safety guidelines that officials require for hotels to operate are unknown to PLI; compliance with applicable safety or health rules or guidelines cannot be assured by PLI. In fact, it is unknown whether any safety problems or conditions exist on any day or at any time and it is possible the hotel would be closed before or during class. Those protocols may change from time to time, so it is not possible to list or specify all hotel protocols and safety measures. Whatever requirements may be in place at the time you attend class, you agree that you will comply fully. Repeated failure to follow hotel policies may result in a student being excused from class and rescheduled for another date.

Three areas may be challenging. First,

First, public bathrooms are locked. If you are staying at the hotel, you should use the bath in your room. If you are not a hotel guest, you may get a bathroom key from your instructor.

Anyone using a public bathroom is obligated to sanitize the bathrooms before leaving. It is best if you bring sanitary wipes and/or spray if you are not staying at the hotel. But PLI has dug up some supplies and will provide sanitary spray or wipes as needed, so long as supplies last. As usual, there is a fee for these supplies.

Second, since the breakfast room is closed, there are no morning snacks available. PLI is not able to substitute any food service.

Third, coffee, drinks and food cannot be allowed in the classroom. We apologize and wish it were different. But the requirement to secure masks at all times in the classroom requires the rule.

2. **ADMISSION TO CLASS.** You must meet the requirements for admission to each class each day. Payment of tuition does not confer any “right” to enter the classroom. Rather, admission to any class is a privilege conditioned on acceptable conduct, in the sole judgement of the instructor, including full compliance with hotel and school policies. For the good of all, failure to comply will disqualify you from attending that class or session, although it will not result in loss of tuition and you may make-up any unfinished classroom hours in a later PLI course. Those requirements may include, without limitation:

A. **By executing this contract (in any manner, e.g., digitally, physically or otherwise), you certify both that (1) you have no symptoms of illness; (2) you have no knowledge of any contact with any infected person; and (3) you know of no exposure that makes you likely to be infected or a carrier (such as illness at home or other groups exposure such as nursing homes). You re-affirm and make the same certification when you enroll on the first day of class and again as of the latest date again each day when signing in.**

B. Normal temperature is required to attend any class any day. Temperatures are checked each morning as a condition of admission to the class. The PLI device is FDA approved and the only acceptable measure.

3. ATTENDANCE

A. “Social distancing” is mandatory at all times. This includes 6-foot separation from others at all times. You must enter and exit the classroom single file, at least 6 feet apart from any other person (student or hotel guest), including during breaks.

Classroom seating is arranged with one chair at each desk. The arrangement of classroom desks and chairs may not be changed. Because the desks are 6 feet long, and separated by aisles, distancing is built into the class. *Seating, once selected, may not be changed* except at the direction of the instructor.

B. Masks and gloves are required in class. You should bring your own masks and gloves. However, students who do not may purchase masks or gloves from PLI at the admission desk, so long as supplies last. We cannot guarantee there will be enough masks, though we think it is likely. Do not expect a bargain. Masks and PPE have been difficult and (sometimes outrageously) expensive to get. You may only purchase supplies needed for class. Even students wearing masks may be excused from class, at the instructor’s sole discretion, and rescheduled if they appear to present risks, by sneezing or coughing, for example.

C. Avoid personal contact. It may feel awkward at first, but it is best to avoid touching others. This means no handshaking, no “elbow bumps,” or the like.

D. Unnecessary materials are out. They should be left in your car or room; they will not be permitted in the classroom. No knapsacks or baggage are necessary for any class, for example.

F. Sanitize your hands and touched surfaces. Almost always, hand washing will do the trick. But because of the situation with public bathrooms, hand sanitizing solutions will be available for class.

4. **CONSENTS TO CONTACT TRACING.** You consent to disclosure of all information by PLI in the event that any health agency or official notifies PLI that it is tracing your contacts, or the contacts of any person you may have contacted during any course, in an effort to control the spread of disease. You further consent to the same disclosures for any other reasonable inquiry by health officials and you authorize PLI and its officers and faculty to assist

health officials in any way as may be reasonable or necessary. Otherwise, PLI ordinary treats student information as private and it is not disclosed with a student's authorization.

All of this is subject to change without further notice. The Covid-19 crisis is fast-moving and without precedent. New facts, rules, Governor's Executive Orders, and events pop up all the time, with little or no advance notice.