

This website ("Little Medical School Website") is owned and operated by Little Medical School (as defined in the 'Contracting Parties' section below and together with our affiliates, subsidiaries and franchisees, "Little Medical School," "we," "us" or "our").

BY USING THE Little Medical School WEBSITE AND THE RELATED SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF USE ("AGREEMENT"). WE RESERVE THE RIGHT TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF OUR SITE AND ANY AFFILIATE WEBSITES FOLLOWING THE POSTING OF CHANGES TO THIS AGREEMENT WILL MEAN YOU ACCEPT THOSE CHANGES.

This Agreement is not intended to alter the terms or conditions of any agreement you may have with Little Medical School (including any Enrollment Agreement for Services), and to the extent of any conflict, the terms of your Enrollment Agreement will prevail.

Little Medical School TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY FORM A BINDING AGREEMENT.

WHO WE ARE

Welcome, and thank you for your interest in Little Medical School classes.

Little Medical School provides (a) physical, in-person programs of classes (e.g., live classes at a Little Medical School location, partner location or public space) ("In-Person Instruction") and (b) virtual / digital programs of classes, services and content ("Virtual Instruction") through: (i) Little Medical School websites (e.g., Little Medical School @HOME and Little Medical School Live Stream) ("Little Medical School Website(s)"), (ii) mobile, desktop, or device applications (e.g., Little Medical School Skills + Drills), (iii) video conferencing platforms (e.g., Zoom and Google Meet), and (iv) Little Medical School-controlled social media accounts (e.g., Facebook, Instagram, Twitter). The services provided by Little Medical School (including all Little Medical School-controlled digital outlets, e.g., the Little Medical School Websites), whether provided through the In-Person Instruction and/or Virtual Instruction, shall be collectively referred to as the "Little Medical School Services" or the "Services."

By purchasing or using the Services, having your child/children ("Your Child(ren)") attend In-Person Instruction, accessing or using any part of the Virtual Instruction, and/or visiting, browsing, or using the Little Medical School website, you (also referred herein to as a "user") acknowledge that you have read, understood, accept and agree to abide by these Terms and Conditions ("Terms"), which form a binding agreement between you and us. If you are not eligible to access or use the Services, or you do not agree to any of these Terms, then you do not have our permission to access or use the Little Medical School Services.

OTHER APPLICABLE TERMS

These Terms refer to and incorporate the following additional documents/terms, which also apply to your use of the Services:

Our Privacy Policy which can be found on the Little Medical School Website (<https://littlemedicalschool.com>) (the "Privacy Policy"), which sets out the terms relating to any personal data we may collect from you or that you provide to us, how we process any such personal data, and with whom we share that information. Our Privacy Policy also provides information about the use of cookies with respect to the Services;

Our Enrollment Agreement which can be found on the Little Medical School Website (www.littlemedicalschool.com) (the "Enrollment Agreement"), which sets out rules for your and Your Child(ren)'s involvement with and use of the Services;

Any special terms which apply to a particular product and/or service offered by us, or any terms or rules that are specific to the region and/or specific Services in which you enroll Your Child(ren) ("Special Terms"). You will be notified of such Special Terms and your use of such product and/or service will be subject to those additional terms and conditions, which are incorporated into these Terms by this reference. In the event of any inconsistency between these Terms and the Special Terms, the Special Terms will take precedence; and

All additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services from time to time.

CHANGES TO THESE TERMS

At any time, we may amend these Terms at our sole discretion. If a change to these Terms materially modifies your rights or obligations, Little Medical School will make reasonable efforts to notify you of the change, including, without limitation, by posting the updated Terms on the Little Medical School Websites, a message sent to your

email address if you have one on file, or the Services may generate a pop-up or similar notification when you log in for the first time after such material changes are made. The new Terms will be effective immediately and apply to any continued or new use of any Services, except that disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Your continued use of the Services after revised Terms have become effective indicates that you have read, understood, and agreed to the revised version of these Terms. If you don't agree to be bound by the updated Terms, then you may no longer use the Services.

ELIGIBILITY AND AUTHORITY

You must be at least 18 years of age, or the age of legal majority in your jurisdiction of residence, to purchase Services for Your Child/Children.

By agreeing to these Terms, you hereby agree to the waiver and release set forth in these Terms and that you represent and warrant that: (a) you are at least 18 years of age (or the age of legal majority in your jurisdiction of residence); (b) you are Your Child(ren)'s participants custodial parent/legal guardian; (c) you will accompany and monitor Your Child(ren)'s use of the Services; (d) you have not previously been suspended or removed from the Services; and (e) your registration and your use or Your Child(ren)'s use of the Service is in compliance with all applicable laws and regulations applicable to you. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. The right to access and use the Services may be revoked at any time where these Terms and/or use of the Services is prohibited or conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your personal, non-commercial use, and not for the use or benefit of any third party.

LICENSE

For so long as you are in compliance with these Terms and solely for so long as you are permitted by us to access and use the Services, we grant you a limited, non-transferable, non-exclusive, non-assignable, indivisible and revocable right and license to access and use the Services for Your Child(ren)'s personal, non-commercial purposes. This license includes the right to view Content (defined below) available on the Services and the right to download copies of any approved and related applications for your personal, non-commercial, use only. Unless otherwise specified, copying or modifying any Content or using Content for any purpose other than your personal, non-commercial, use of the Services is strictly prohibited. You agree to not reproduce, redistribute, sell, transfer, create derivative works from, decompile, reverse engineer, or disassemble the Services. You agree that you will not take any actions that will interfere with or damage the Services. Licenses granted herein are subject to you keeping intact all copyright and other proprietary notices contained in any materials we provide to you. This license will remain in effect unless and until you violate these Terms or this license is terminated by you or Little Medical School. All rights not expressly granted to you herein by Little Medical School in these Terms are reserved.

PURCHASE OF SERVICES

Some of the Services provided by Little Medical School require that you sign up for automated billing in order to access such Services, in which you may, among other structures, be billed monthly for multiple classes/seasons, or be billed a certain amount reflecting the price of all classes included within a season.

You will be required to enter into an Enrollment Agreement at the time you purchase such Service(s). Service requirements and fees are set forth on the Little Medical School Websites and and/or by other means through the Services. Features and prices are subject to change. Your purchase of Services may include a Platform Support Fee; specifically, our monthly subscriptions may include a monthly recurring \$1.00 USD non-refundable Platform Support Fee, and our one-time payment options may include a one-time \$3.00 USD non-refundable Platform Support Fee. These Platform Support Fees help cover the costs of platform improvements, account/payment security, and user experience enhancements. If imposed, this fee is non-optional and billed together with your payments to us.

When you purchase Services, you will be required to provide us with some information about yourself, such as your email address, or other contact information, and information regarding Your Child(ren). You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. Please refer to our Privacy Policy which can be found on the Little Medical School Website (<https://littlemedicalschool.com>) for more information about how we process the information you provide to us. We reserve the right to suspend or terminate your Services if we determine that the information you provide to us is incorrect, false or otherwise not up to date. Payment for Services can be made in the manner offered to you at the time the Services are purchased by you and must be made in full. Your Child(ren)'s spot(s) will not be confirmed until you accept these Terms, complete any related Enrollment Agreement and payment is received by Little Medical School.

TERMINATION OR CANCELLATION OF SERVICES

We reserve the right, in our sole determination, to postpone, cancel, or modify the Services for any reason. No refunds or credits will be given for a canceled Service beyond your statutory rights.

Little Medical School reserves the right to replace In-Person Instruction with Virtual Instruction at any time. Little Medical School reserves the right to cancel Services for any reason, including, without limitation, due to low enrollment or a Force Majeure Event (as defined below), and in any such circumstance, we will provide you a credit which you can use on other Services.

For questions or support with the purchase of Services or cancellation, please contact info@littlemedicalschool.com.

SALE OF PRODUCTS

You may purchase Little Medical School branded products through the Little Medical School Store (the “Fan Shop”). Products are subject to availability and products and related information are subject to change without notice.

Graphics and designs used to advertise Little Medical School branded products are for illustrative purposes only and may not accurately reflect actual product. Colors, styles and other variants depicted are for illustration only and are subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions. Products must be paid for at the time of purchase and will be shipped to the address you provided at the time of purchase. We reserve the right to cancel an order placed by you at any time and for any lawful reason prior to our delivery of the product(s) and receipt of payment in full from you, provided that you will receive a refund for any amount paid for products we cancel. Purchases of Little Medical School branded products through the Fan Shop are subject to our Privacy Policy and Return Policy (below).

Purchases of Little Medical School branded products through any partner are subject to any terms provided by such partners which may include, without limitation, their own privacy policies and/or return policies.

RETURN POLICY

You may return new, unworn, unused merchandise that is still in its original condition for a full refund of the price paid for the item, less a Ten United States Dollars (\$10 USD) processing fee, within forty-five (45) days of the start of the program for which you purchased the merchandise. Refunds will go back onto the card used to place the order. Please allow up to two (2) weeks from the time we receive your package for your return and refund to be processed and completed.

Final Sale items will be marked as such, and are not eligible for a return unless they arrive damaged, defective or are lost in transit.

To start the return process, please email us at info@littlemedicalschool.com with your full name, order number and if you would like a refund or replacement due to defective/damaged item. If you have ordered multiple items, please let us know which item(s) you would specifically like to return.

Please note, we do not allow exchanges. If the item(s) you receive is too large or too small, please proceed with the above steps for a refund.

PROHIBITED CONDUCT

By using the Services, you agree not to:

- (i) Use the Services for any illegal purpose or in violation of any local, state, national, or international law;
- (ii) Use the Services in connection with research, development, or offering any service that competes with the Services;
- (iii) Obtain, attempt to obtain, or redistribute any Materials (defined below) or information available through the Services through any means not intentionally made available by Little Medical School, including by any form of automated access, scraping, or similar process (such as the use of "robots," "spiders," or "offline readers") without Little Medical School's express written permission;
- (iv) Infringe, misappropriate, violate, or encourage others to infringe, misappropriate, violate, any right of a third party, including by infringing or misappropriating third party intellectual property rights or rights of publicity or privacy;
- (v) Post, upload, submit or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise offensive or inappropriate;
- (vi) Interfere with security-related features of the Services, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Services, except to the extent that the activity is expressly permitted by applicable law notwithstanding this limitation;
- (vii) Interfere with the operation of the Services or any user's enjoyment of the Services, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Services; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with, overburdening, or disrupting any network, equipment, or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;

- (viii) Perform any fraudulent activity, including impersonating any person or entity, claiming a false affiliation, accessing any other Services account without permission, or falsifying your age or date of birth;
- (ix) Sell or otherwise transfer to a third party the access granted under these Terms or any Materials or any right or ability to view, access, or use any Materials; or
- (x) Attempt to do any of the acts described in this Section or assist or permit any person to engage in any of the acts described in this Section.

We reserve the right, but are not obligated, to remove or disable access to any Content or Materials, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content or Materials to be objectionable or in violation of these Terms. We have the right to investigate violations or alleged violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

CHANGES TO THE SERVICES

We reserve the right to modify or discontinue all or any part of the Services at any time (including by limiting or discontinuing certain features of the Services and modifying Content), temporarily or permanently, without notice to you, at our sole discretion.

CLOSING YOUR ACCOUNT

You may close your account at any time by contacting customer service at info@littlemedicalschool.com.

TERMINATION

These Terms begin on the date you first use the Services and continue as long as you have an account with us and/or continue to use the Services. We may, in our sole discretion, suspend, disable, or end your rights to Services under these Terms (including account deletion) immediately and without notice if:

- (i) We determine, in our sole discretion, that the continued attendance of Your Child(ren) in the Services is not in the best interest of Your Child(ren) or the Services;
- (ii) You violate any provision of these Terms;
- (iii) Your conduct or User Content (as defined below) would tend to damage our reputation or goodwill;
- (iv) We no longer provide any part of the Services;
- (v) We suspect or become aware that your use of the Services is unsuitable, for example in circumstances where we suspect or become aware of fraud, misrepresentation or conduct designed to mislead us; or
- (vi) For reasons outside our control.

You acknowledge and agree that if we end your rights under these Terms, we may immediately deactivate or delete your account and all related information in your account, and that you must immediately stop all activities authorized by these Terms, including your access to and use of the Services. Further, you agree that, to the extent permitted by applicable law, Little Medical School will not be liable to you or any third party for any termination of your access to the Services. If we delete your account, you may not re-register for or use the Services under any other username or profile and we reserve the right to block your access to the Services to prevent re registration.

Upon termination of these Terms, all licenses granted to you herein will terminate. The following sections survive termination: User Content, Indemnities, No Warranties, Limitation of Liability, Release, Ownership; Proprietary Rights, Dispute Resolution and Arbitration, Governing Law, and all general provisions.

In the event of account deletion for any reason, User Content may no longer be available, and Little Medical School is not responsible for the deletion or loss of such User Content. For example, if you cancel your Subscription or it is terminated for any reason, you will lose access to all Physical and Virtual Instruction classes and any other Content or features provided through the Services.

USER CONTENT

Release. You hereby irrevocably grant permission to the Released Parties (as defined below) and their agents to take and utilize photographs, videos, or any type of recordings of you, Your Child(ren), and anyone accompanying you/Your Child(ren) while engaged in the Services, Little Medical School activities and/or any programs conducted by Little Medical School. You, on behalf of yourself, Your Child(ren), and anyone accompanying you or Your Child(ren) to Little Medical School activities, irrevocably consent and waive all rights with respect to our use, reproduction, sale, dissemination and distribution of any and all photographs, images, videos, motion pictures, recordings, or any other depiction of any kind of you, Your Child(ren), and anyone accompanying you or Your Child(ren) to Little Medical School activities, for any legitimate purpose in perpetuity, including, without limitation, live streaming, digital content, advertising and promotional materials, and/or related purposes, and waive all rights to compensation and other rights which may arise as a result (including any rights under N.Y. Civil Rights Law 50). You understand and agree that the contact information you have provided herein will be added to the distribution list for Little Medical School and shared with partner and affiliate programs.

License. **“Content”** means messages, reviews, photos, audio, video, music, images, text, graphics, software and other types of works of authorship of any kind, and information or other materials posted, generated, provided or otherwise made available through the Services. **“User Content”** means any content that users (including you) provide to be made available through the Services. Content includes, without limitation, User Content. Certain features of the Services may permit users to upload User Content to the Services or to publish User Content on the Services and, from time to time, users send User Content directly to us or post it on our social media. By uploading, posting, publishing or sending us your User Content, you: (a) represent that you own (or have all rights necessary to grant Little Medical School the rights below to) all User Content that you submit to the Services, and that Little Medical School will not need to obtain licenses from any third party or pay royalties to any third party in order to use such User Content, and (b) you grant Little Medical School a worldwide, non-exclusive, sublicensable (through multiple tiers), transferable, perpetual, royalty-free, fully-paid right and license to host, store, transfer, display, publicly perform, reproduce, edit, modify, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, on the Little Medical School Websites or otherwise in connection with the Service for any purpose whatsoever, commercial or otherwise, without compensation to you. You are solely responsible for your User Content and the consequences of uploading, posting, publishing or sending us your User Content. You represent that all User Content submitted by or on behalf of you is accurate, complete, up-to-date, and in compliance with these Terms and with all applicable laws, rules and regulations. In addition, you waive any so-called moral rights or rights of privacy or publicity in your User Content and grant Little Medical School the right to make derivative works from your User Content (including, without limitation, translations). You further grant all users of the Services permission to view your User Content for their personal, non-commercial purposes. You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Disclaimer. We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Little Medical School may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Services, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Little Medical School with respect to User Content, to the fullest extent permissible pursuant to applicable law. We expressly disclaim any and all liability in connection with User Content, to the fullest extent permissible pursuant to applicable law.

FEEDBACK

If you choose to provide input and suggestions regarding the Services (“Feedback”), then you hereby grant Little Medical School an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Services and create other products and services, and without any notice, compensation or other obligation to you.

THIRD-PARTY SERVICES AND LINKED WEBSITES

Little Medical School may provide tools through the Services that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Little Medical School with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as like or share buttons). Additionally, in operating the Little Medical School Websites, we may act as a “services provider” (as defined by DMCA) and offer services as an online provider of materials and links to third party websites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Little Medical School Websites. By using any of these tools, you agree that we may transfer that information to the applicable third-party service. In addition, there may be links on the Services that let you leave the particular Services you are accessing in order to access a linked site that is operated by a third party. Little Medical School does not control or endorse any such third party sites, nor has Little Medical School reviewed, approved or is in any way responsible for the content that appears on them and you acknowledge that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods or services available on or through these third party sites and/or any third party services use of any of your information exported to such third party sites.

OWNERSHIP; PROPRIETARY RIGHTS

The Services are owned and operated by Little Medical School. You acknowledge and agree that the visual interfaces, graphics, designs, compilations, information, data, computer code (including source code or object code), products,

software, programs, classes, services, and all other elements of the Services ("Materials") provided by Little Medical School are protected by intellectual property and other laws. All Materials contained in the Services are the property of Little Medical School or our third-party licensors. Except as expressly authorized by Little Medical School, you may not make use of the Materials. Little Medical School or our third-party licensors reserve all rights to the Materials not granted expressly in these Terms.

INDEMNITIES

You agree that you will be responsible for your use of the Services, whether in compliance with or in violation of these Terms or otherwise, and you agree to indemnify and hold Little Medical School and its officers, directors, shareholders, employees, agents, attorneys, successors and assigns harmless from and from and against any and all direct and/or third-party claims, liabilities, damages, demands, causes of action, judgments, settlements, costs and expenses (including, without limitation, attorneys fees and court costs), arising out of or related to: (a) your breach of any of your representations and warranties contained herein, (b) any acts, whether by omission or commission, by you, which may arise out of, in connection with, or is any way related to, the Services, (c) any User Content submitted by or on behalf of you, (d) your violation of these Terms, and (e) your violation of any applicable law or regulation.

DISCLAIMERS; NO WARRANTIES

You are responsible for providing your own access to the Services (e.g., computer, mobile device, Internet connection, etc.). Little Medical School has no obligation to screen or monitor any Content and does not guarantee that any Content available on the Services is suitable for all users or that it will continue to be available for any length of time.

THE SERVICES, ALL MATERIALS AND CONTENT AVAILABLE ON OR VIA THE SERVICES, AND ALL ITEMS OFFERED FOR SALE OR SOLD THROUGH THE SERVICES, ARE PROVIDED AS IS AND ON AS AVAILABLE BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LITTLE MEDICAL SCHOOL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, (II) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE, AND (III) ANY OTHER WARRANTY THAT MIGHT ARISE UNDER ANY LAW.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR USE AND YOUR CHILD(REN)'S USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE SERVICES.

WITHOUT LIMITING THE FOREGOING, LITTLE MEDICAL SCHOOL MAKES NO REPRESENTATIONS OR WARRANTIES: (A) THAT THE SERVICES ARE OR WILL BE PERMITTED IN YOUR JURISDICTION AND WILL BE UNINTERRUPTED OR ERROR FREE; (B) CONCERNING ANY CONTENT, INCLUDING USER CONTENT AND CONCERNING ANY THIRD PARTY'S USE OF USER CONTENT THAT YOU SUBMIT; AND (C) CONCERNING THIRD PARTY WEBSITES, EVEN IF LINKED TO FROM THE SERVICES.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW: (A) LITTLE MEDICAL SCHOOL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, ECONOMIC OR PURE ECONOMIC LOSSES, GOODWILL, USE, DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, INABILITY TO USE THE SERVICES OR CONTENT OR OTHER INTANGIBLE LOSSES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE; AND (B) LITTLE MEDICAL SCHOOL TOTAL LIABILITY TO YOU FOR ALL CLAIMS, IN THE AGGREGATE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO LITTLE MEDICAL SCHOOL OVER THE TWELVE (12) WEEKS PRECEDING THE DATE YOUR FIRST CLAIM(S) AROSE. IF YOU LIVE IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION DOES NOT APPLY TO YOU. TO THE EXTENT THAT ONE OR ANY ASPECT OF LITTLE MEDICAL SCHOOL LIMITATIONS SET OUT ABOVE DOES NOT APPLY, ALL REMAINING ASPECTS SURVIVE.

Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these Terms. This allocation is an essential element of the basis of the bargain between Little Medical School and you. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

LITTLE MEDICAL SCHOOL CONSENT, WAIVER AND RELEASE

AFTER THE OPPORTUNITY TO FULLY INFORM YOURSELF ABOUT LITTLE MEDICAL SCHOOL AND THE SERVICES LITTLE MEDICAL SCHOOL OFFERS, ON BEHALF OF YOU AND YOUR CHILD(REN), YOU KNOWINGLY, VOLUNTARILY

AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASED PARTIES (AS HEREINAFTER DEFINED).

You understand and accept that sports, both indoor and outdoor, involves certain risks of serious physical injury, exposure to disease or illness, and/or death. You, individually and on behalf of Your Child(ren), hereby assume full responsibility and all risks for yourself, your Child(ren), and other accompanying individuals in connection with your Child(ren)'s participation in the Services and all other Little Medical School classes, programs and activities. You, individually and on behalf of your Child(ren), therefore forever waive, release, discharge, covenant not to sue and hold harmless Little Medical School and each of its respective owners, parents, subsidiaries, affiliated companies, predecessors, successors, heirs, assigns, location partners, media partners, associated charities, and sponsors, and each of their respective officers, directors, contractors, agents, representatives, employees, successors, assignees, and licensees (hereinafter, the "Released Parties") from any and all claims, actions, damages, losses, liabilities, costs and expenses of any kind whatsoever, including, but not limited to, those related to injury, disability, death, and/or loss or damage to person or property, whether arising from the negligence or willful misconduct of the Released Parties or otherwise, in connection with Your Child(ren)'s participation in the Services and all other Little Medical School classes, programs and activities. You agree that you will not bring or be a party to any legal action or claim against the Released Parties, or any of them, based upon or arising out of you, Your Child(ren), and/or any accompanying individuals' participation in the Services and all other Little Medical School classes, programs and activities on any legal theory whatsoever (including, without limitation, personal injury, negligence, rights of privacy and publicity, or defamation). You further agree to indemnify, defend and hold harmless the Released Parties from any loss liability, cost, claim and/or damages arising from you, Your Child(ren)'s and/or accompanying individuals' participation in or association with the Services and all other Little Medical School classes, programs and activities, including, but not limited to, reasonable attorneys fees.

If you are a California resident, you waive California Civil Code 1542, which says: A general release does not extend to claims which the releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the released party.

DIGITAL MILLENNIUM COPYRIGHT ACT

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. 512, as amended). If you have an intellectual property rights-related complaint about material posted on the Services, you may contact our Designated Agent at the following address:

Round Star NY, LLC
606 Columbus Ave, 2nd Floor
New York, NY 10024
ATTN: Legal Department (Copyright Notification)
E-mail: info@littlemedicalschool.com

Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

- (i) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (ii) A description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- (iii) A description of the material that you claim is infringing and where it is located on the Services;
- (iv) Your address, telephone number, and email address;
- (v) A statement by you that you have a good faith belief that the use of those materials on the Services is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owners behalf.

Repeat Infringers. Little Medical School will promptly terminate without notice the accounts of users that are determined by Little Medical School to be repeat infringers. A repeat infringer is a user who has been notified of infringing activity or has had User Content removed from the Services at least twice.

DISPUTE RESOLUTION AND ARBITRATION

Generally. In the interest of resolving disputes between you and Little Medical School in the most expedient and cost-effective manner, you and Little Medical School agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very

limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LITTLE MEDICAL SCHOOL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions and Opt-Out. Despite the provisions of the Paragraph above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim. You have the right to opt out of arbitration entirely and litigate any disputes between you and Little Medical School if you provide us with written notice of your desire to do so by regular mail sent to the attention of Legal at the Little Medical School address set out in the Notices section below within thirty (30) days following the date you first agree to these Terms.

Process. In the event that you and Little Medical School are unable to resolve a dispute after meeting and attempting in good faith to reach a negotiated resolution, such dispute shall first be mediated by a retired judge or justice of any New York state or federal court. If the parties are unable to agree upon a mediator, either party may apply to the New York office of JAMS/Endispute, or its successor (JAMS) for the appointment of a mediator from a panel of retired judges and justices maintained by that organization.

If the Parties are unable to resolve their dispute by mediation, then either party may initiate arbitration of such dispute. The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedure in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in New York County, New York before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any New York state or federal court. If either Party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction in New York County.

Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of this Agreement), that may not be arbitrated pursuant to applicable state or federal law may be heard in a court of competent jurisdiction in New York County. If a Party believes in good faith that all or part of a dispute, or any claim for relief or remedy sought, is not subject to arbitration under then-prevailing law, then that Party may seek a determination to that effect from an appropriate court. If the court determines that the matter is not arbitrable or that the remedy sought is not available in arbitration, then the specific matter or request for remedy in question may be resolved by the court. All other matters and claims for relief shall be subject to arbitration as set forth above.

No Class Actions. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOU AND LITTLE MEDICAL SCHOOL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Little Medical School agree otherwise, neither JAMS nor the arbitrator may consolidate more than one (1) person's claims and may not otherwise preside over any form of a representative or class proceeding for any purpose.

Modifications. If Little Medical School makes any future change to this arbitration provision (other than a change to Little Medical School address for Notice), you may reject the change by sending us written notice within thirty (30) days of the change to Little Medical School address for Notice, in which case your account with Little Medical School will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.

Enforceability. If the No Class Actions subsection above is found to be unenforceable or if the entirety of this Dispute Resolution and Arbitration section is found to be unenforceable, then the entirety of this Section will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described above will govern any action arising out of or related to these Terms.

GOVERNING LAW

These Terms are governed by the laws of the State of New York without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and Little Medical School agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York County, New York

for the purpose of litigating any dispute, to the fullest extent permissible pursuant to applicable law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

NO WAIVER

If we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you, and it does not mean that you are relieved of your obligations under these Terms. If we do waive a breach by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

NOTICES

Except as explicitly stated otherwise, legal notices will be served on Little Medical School by registered mail sent to Round Star NY, LLC, 606 Columbus Ave, 2nd Floor, New York, NY 10024 Attn: Legal. Legal notices will be served on you by the email address you provide during the registration process if you are a registered user or by posting through the Services if you are not. Notice by email will be deemed given twenty-four (24) hours after email is sent, unless Little Medical School is notified that the email address is invalid. Notice given by either party by mail will be deemed given three (3) days after the date of mailing (to US addresses) or seven (7) days after the date of mailing (for non-US addresses). Notice by posting on the Service will be deemed given thirty (30) days after it is initially posted. You consent to receive all communications including notices, agreements, disclosures, or other information from Little Medical School electronically. We may communicate with you by email or by posting to the Services.

CONTACT INFORMATION

Your questions or comments are always welcome. You may contact us by writing to us at the address in the Legal Notices section, by emailing us at info@littlemedicalschool.com; or by calling us at +1 (212) 877-7171.

All administrative questions must be referred to our office, not to the coaches.

FORCE MAJEURE

Little Medical School shall not be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond our reasonable control and not caused by our fault, or negligence, including, but not limited to, acts of God, epidemic, pandemic (including the COVID-19 pandemic), Communicable Disease (as defined in the Enrollment Agreement), acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility (each, a "Force Majeure Event"), but in each case, only if and to the extent that we are without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by us through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

ENTIRE AGREEMENT

In the event of a conflict between any policies posted on the Services and these Terms, these Terms will control. These Terms represent the entire understanding between Little Medical School and you regarding the Services or Content and supersede all prior agreements and understandings regarding the same. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except as expressly permitted above, these Terms may be amended only by a written agreement by the parties.

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES

Headings are for convenience only and shall not be used to construe these Terms. If any term of these Terms is found invalid or unenforceable by an arbitrator and/or any court of competent jurisdiction, that term will be deleted from these Terms. No failure or delay by Little Medical School in exercising any right hereunder will waive any further exercise of that right. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Little Medical School. Little Medical School rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES

These Terms are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign or transfer these Terms without Little Medical School's prior written consent. Little Medical School may assign its rights, obligations and/or these Terms at any time in its sole discretion without notice to you. Nothing herein shall give or is intended to give any rights of any nature to any third party.

CONTRACTING PARTIES

The term Little Medical School as used in this Agreement shall be defined as the business entity with whom you are contracting with in accordance with this section.

For Virtual Instruction: Virtual Instruction is provided by Little Medical School Digital, LLC and these Terms are an agreement between you and Little Medical School Digital, LLC.

For In-Person Instruction: In-Person Instruction is provided by the business entity listed below for such locations indicated and this Agreement is an agreement between you and such entity listed for such location.

This is an agreement between you and the following Little Medical School business entity for In-Person Instructions located in the following places:

Super Sports Holdings, LLC

Super Sports IP Holdings, LLC

YAU Shared Services, LLC

YAU Sports Store, LLC

Round Star, LLC: Massachusetts, New Hampshire

Round Star DC, LLC: Delaware, Maryland, Virginia, Washington DC

Round Star Midwest, LLC: Illinois, Wisconsin

Round Star NJ, LLC: New Jersey (other than Hoboken and Jersey City), Pennsylvania

Round Star NY, LLC: Colorado, Connecticut, New York, Hoboken NJ, Jersey City NJ

Round Star Pennsylvania, LLC: Pennsylvania, New Jersey

Round Star Southeast, LLC: Florida

Round Star Texas, LLC: Texas

Round Star West, LLC: California

Amazing Athletes OpCo, LLC

Amazing Athletes Sports Store, LLC

TGA OpCo, LLC

TGA Foundation, LLC

Last Updated: December 4th, 2025