

U.S. HISTORY FOR EXPATS
GOLD LEVEL CONTRACT FOR SERVICES

This Contract for Services is made effective as of DATE OF FIRST TUITION PAYMENT, by and between Parent(s)/Legal Guardian(s) of CHILD TO BE ENROLLED IN THE COURSE AS WRITTEN IN THE PAYMENT FORM, (the "Recipient"), and U.S. History for Expats of 9200 Paris Place, Dulles, Virginia 20189 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on DATE OF FIRST TUITION PAYMENT, U.S. History for Expats will provide to Parent(s)/Legal Guardian(s) the following services (collectively, the "Services"):

1.1 U.S. History for Expats will provide students with a **Gold level** of service:

- a. access to a course (ten units) as per the parent course request (U.S. History I, U.S. History II, or Civics, Government, and Economics);
 - a. Students must complete all components of the first unit in order to get access to the second unit. Each successive unit will be provided upon completion of all units up to that point in the course.
- b. unlimited student email responses to emails regarding content in the Unit Organizer and the Final Project;
- c. teacher feedback on the Unit Organizer and the overall marks on the Final Project;
- d. Progress Report after the completion of Unit Five of each course and the end of the course, the completion of Unit Ten.
- e. A Certificate of Completion after the student has completed all the components of each part of unit including the Intro Activity, Unit Organizer, Midpoint Check-in, Project Planning Document, and the Final Product by submitting the document via the Turn In button on each document;
- f. All units must be complete by August 1 of the Fairfax County (VA) Public school's official school calendar in which payment was made. For example, if a student signs up on November 20, 2019, the student would need to complete all the course work and turn it in by August 1, 2020 to receive a Certificate of Completion.

1.2 Parent(s)/Guardian(s) are responsible for:

- a. ensuring the child, the student, has access and use of an individual Gmail Account with access to a @gmail.com email address and a Google Drive that meets all the requirements of the country in which the student is living and can be used in the Google Classroom. While *U.S.H.E.* may provide resources for securing an email for a child under 13 or the age of consent in other countries, *U.S.H.E.* is not responsible for access, use, or any other provisions regarding email.
- b. providing the child, the student, access to a computer with Google Chrome installed as a permanent browser and access to all applications needed for coursework.

- c. ensuring the student completes all the required coursework by the end of the term of service as indicated in Section I.

2. PAYMENT. Payment shall be made to the Provider in the total amount of \$1,999.00 USD (or sale/promotional cost posted in checkout) upon execution of this Contract. Payment may be adjusted due to sales or other promotional offers at the time of purchase.

Parent(s)/Legal Guardian(s) shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Parent(s)/Legal Guardian(s) fails to pay for the Services when due, U.S. History for Expats has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

You may be reimbursed tuition for a student in any course if; (1) you are with an agency of the U.S. Federal Government eligible to receive the Supplemental Education Allowance, SEA, stipulated in 274.12 (a) & 276.9 of the Department of State Standardized Regulations, DSSR, which states the child is attending a school at post that does not provide instruction in United States history with documented denial by the Financial Management Officer or the authorizing officer. You must make a claim for reimbursement within two months of tuition payment, (2) any time within two months of tuition payment if the student has not continued past the second Unit in any course.

3. TERM. As specified in Section I of the Description of Service

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by the Provider in connection with the Services will be the exclusive property of the Recipient.

4.1 INTELLECTUAL PROPERTY: US History For Expats grants a limited, non-exclusive, non-transferable license to access and use the services and course materials over the Internet.

- a. U.S. History for Expats has the right to use all student produced works such as Final Project products for promotional or other considerations as long as the child's identity is protected.

4.2: CONTENT: Recipients are prohibited from distribution to students or other third parties any of the material and content provided through the services of U.S. History for Expats including but not limited to the Unit structure, individual documents and content of each unit, communication between the Provider and Recipient.

- a. Recipients are prohibited from sharing username, password, class access code or any other information needed to log in to a course.

4.3 EXTERNAL WEBSITES: U.S. History for Expats has no control over and disclaims liability for errors, omissions, violation, illegal conduct arising from the use of external websites.

U.S. History for Expats has the right to use all student produced works such as Final Project products for promotional or other considerations as long as the child's identity is protected.

5. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

- a. Following the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit information or accept personally identifiable information from students under the age of 13 without the consent of the parent(s) or guardian

6. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such

notice shall have 60 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates. Access to technology will be a contributing factor.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the Commonwealth of Virginia.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. The use of DPO/FPO or any other mail service used at overseas locations will be considered in the inclusion of a return receipt and time needed to execute. A notarized copy of the documentation may be sent via email to kent@ushistoryforexpats.com

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

18. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

19. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

20. TERMINATION: We reserved the right at our sole discretion to restrict, pause, suspend, or terminate access to any of our services and content at any time or for any reason without prior notice or liability. In such cases, we reserve the right to return at a prorated rate, the remainder of the tuition based on the number of units and content completed OR the remainder of days left on the contract as stipulated in 1.1e of this contract, as determined by US History for Expats. When reasonably feasible, we will provide notices of changes to the services provided to active users.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:
Parent(s)/Legal Guardian(s)

By: _____

Service Provider:

U.S. History for Expats

By: 
Kent Blakeney