

**THE Budgie Academy LLC
TERMS & CONDITIONS**

Last Revised: October 17, 2023

THIS IS A LEGAL CONTRACT, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND FULLY.

IMPORTANT: THESE TERMS AND CONDITIONS (TOGETHER WITH ANY ADDENDA, INCORPORATED TERMS, AND THE BUDGIE ACADEMY PRIVACY POLICY, COLLECTIVELY, THE “TERMS AND CONDITIONS” OR “TERMS”) CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU (“VISITOR”, “YOU”, “YOUR”) AND BUDGIE ACADEMY (DEFINED BELOW). THIS POLICY SETS FORTH THE LEGAL TERMS AND CONDITIONS CONCERNING YOUR ACCESS TO AND USE OF THE BUDGIE ACADEMY PLATFORM (DEFINED BELOW).

THE TERM “PLATFORM” MEANS: (A) WWW.THEBUDGIEACADEMY.COM AND ANY OTHER WEBSITE OWNED AND OPERATED BY BUDGIE ACADEMY (COLLECTIVELY, THE “WEBSITES” OR “SITES”), (B) ANY BUDGIE ACADEMY SOFTWARE WHICH INCLUDES ANY BUDGIE ACADEMY MOBILE OR WEB-BASED APPLICATIONS (COLLECTIVELY, THE “APPLICATIONS” OR “APPS”) AND (C) ANY SOCIAL MEDIA OR OTHER DIGITAL CHANNEL OPERATED BY BUDGIE ACADEMY (COLLECTIVELY, “DIGITAL CHANNELS”).

PLEASE ALSO NOTE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT GOVERN ANY CLAIMS THAT THE PARTIES MAY HAVE AGAINST EACH OTHER INCLUDING, WITHOUT LIMITATION, A MANDATORY ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW SECTION 15 CAREFULLY.

BY ACCEPTING AND AGREEING TO THESE TERMS AND CONDITIONS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THESE TERMS AND CONDITIONS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Our Privacy Policy located at <[Privacy Policy](#)> explains how we use information you provide to us or that we collect from time to time through our Platform and/or third parties.

We may translate these Terms and Conditions into other languages for your convenience. Nevertheless, the English version governs your relationship with Budgie Academy, and any inconsistencies among the different versions will be resolved in favor of the English version available here [\[link to PDF in English\]](#).

1. Introduction.

By visiting our Website, downloading or using our Services or Platform, you consent to these Terms and Conditions. You also acknowledge that any dispute you may have with us is subject to these Terms and Conditions and our <Privacy Policy>

These Terms and Conditions do not apply to any website, product or service of any Third-Party, Partner or other company, even if such website, product or service links to (or from) the Platform. Budgie Academy does not operate those Third-Party or Partner sites or application links. Please review the Terms and Conditions or service and privacy practices of those websites, products or services before deciding whether to visit or use them or provide any of your information to them.

2. Contractual Relationship

These Terms and Conditions govern your visit to, and the manner in which you use, interact or transact with or through the Platform or any part thereof including, without limitation, the respective features, applications, products, services and/or Budgie Digital Content offered by Budgie Academy, whether made available or accessible on or through the Platform or delivered or communicated to you (collectively the “Services”) by THE Budgie Academy LLC and its subsidiary and parent entities, affiliates, and their respective representatives, employees, managers, officers and directors (collectively, “Budgie Academy”, “we”, “us” or “our”). In these Terms, the words “including” and “include” mean “including, but not limited to.” These Terms expressly supersede prior agreements or arrangements with you regarding the use of the Platform and/or Services.

“Budgie Digital Content” includes information and materials created by or on behalf of Budgie Academy and made available or accessible by or through the Platform or otherwise delivered or communicated from or on behalf of Budgie Academy, including, without limitation, media, photographs, videos, tutorials, blogs, podcasts, events, written materials, audio-visual material, messages, emails, flyers, advertisements, promotional materials and webinars.

Notwithstanding the foregoing, these Terms do not supersede or otherwise impact the enforceability of any service agreements you may have with Budgie Academy or its subsidiaries. To the extent (but only to the extent) any agreement you may have with Budgie Academy regarding Budgie Academy’s provision to you of email and digital marketing services conflicts with these Terms, those agreements (and not these Terms) will prevail with respect to any disputes arising from such services.

Budgie Academy may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Platform and/or Services or any portion thereof, at any time for any reason or no reason.

Supplemental terms may apply to certain options or offers available through the Platform. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable option or offer. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable option or offer.

3. Consent to Policy.

By visiting, accessing and/or using the Platform, Services and/or Budgie Digital Content or any part thereof, you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, then you may not visit, access or use the Platform or any part thereof.

You affirm that you:

- (a) are (i) 18 years of age or older and are fully able and competent to enter into and accept these Terms and Conditions or (ii) are at least 16 years of age but not yet 18 years of age and that you have your parent or legal guardian's permission to use the Platform, our Services and register for and use an account with Budgie Academy. Please have your parent or legal guardian read these Terms and Conditions with you; and
- (b) if you are accessing and using the Platform, our Services or registering or using an account with Budgie Academy on behalf of an unincorporated association, group or organization, a company or a legal entity, you represent and warrant that you have the authority to bind that unincorporated association, group, organization, company or legal entity to the terms and conditions of these Terms and Conditions. In that situation, "you", "your" and/or "user" will refer to both you and that unincorporated association, group or organization, company or legal entity.

If you are a parent or legal guardian, and you allow your child to use the Platform, our Services or to register or use an account with Budgie Academy, then these Terms and Conditions apply to you and you are responsible for your child's activity on the Platform. In that situation, "you", "your" and/or "user" will refer to both you and your child. Notwithstanding the above, the Platform is not intended for use by persons under the age of 16.

4. Changes to Policy.

Budgie Academy reserves the right, in its sole discretion, to modify these Terms and Conditions, and any other documents incorporated by reference herein, at any time and without prior notice. If Budgie Academy makes changes, it will provide you with notice of such changes, such as by sending an email, providing a notice through the Services, or updating the date at the top of these Terms. Unless Budgie Academy says otherwise in its notice, the amended Terms will be effective immediately and your continued access to and use of the Services after Budgie Academy provides such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Services. Please review these Terms and Conditions each time to determine if these Terms and Conditions have changed.

5. The Platform, Services and Budgie Digital Content.

The Budgie Academy Platform, Services and/or Budgie Digital Content may be accessed in a number of forms, including through Applications. Among other things, the Budgie Academy Platform may enable you to discover and receive: (i) services rendered by Budgie Academy; (ii) learn more about

goods or services rendered by other parties with whom we partner (each, collectively, a “Partner”); (iii) related personalized content, including features, recommendations and advertisements for products or services tailored to your needs and interests; and (iii) any supporting services, including payment processing and customer support. The Budgie Academy Platform, personalized content and supporting services described in this Section are collectively referred to as the “Services.” Unless otherwise agreed by Budgie Academy in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT THIRD PARTY BUDGIE ACADEMYS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF Budgie Academy IN ANY WAY AND YOUR USE AND/OR PURCHASE OF GOODS OR SERVICES FROM ANY THIRD PARTY MAY BE SUBJECT TO SUCH PARTY’S TERMS AND CONDITIONS.

6. License.

Subject to your compliance with these Terms, Budgie Academy grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Platform and/or Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Platform, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Budgie Academy and Budgie Academy’s licensors.

7. Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Platform or Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or Services except as expressly permitted by Budgie Academy; (iii) decompile, reverse engineer or disassemble the Platform or Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Platform or Services; (v) cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Platform or Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Platform or Services or its related systems or networks.

8. Partner Services and Content.

The Platform and/or Services may be made available or accessed in connection with Partner services and content (including advertising) that Budgie Academy does not control. Once you click on a link to third-party services or content, you will be subject to the terms and conditions and privacy policy of that website, destination, third-party or Partner. Budgie Academy will not warn you that you have left the Platform or Services or that you are subject to the terms and conditions (including privacy policies) of another website, destination, third-party or Partner. You use all links in third-party websites and advertisements at your own risk as these are not part of the Platform or Services and are not controlled by Budgie Academy. You acknowledge that different Terms and Conditions and privacy policies may apply to your use of such third-party services and content. Budgie Academy does

not endorse such third-party services and content and in no event shall Budgie Academy be responsible or liable for any products or services of such Partners.

9. App Stores.

You acknowledge and agree that the availability of the Applications through which you access or use the Services or Platform may be dependent on the third-party from which you received the Application's license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge and agree that this Agreement is between you and Budgie Academy and not with the App Store and that Budgie Academy is responsible for the provision of Services as described in this Agreement. However, if you downloaded the Application from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement will control.

10. Ownership.

The Platform and Services and all rights therein are and shall remain Budgie Academy's property or the property of Budgie Academy's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights in or related to the Platform or Services except for the limited license granted above.

You agree that you will not use Budgie Academy's trademarks, service marks, or trade dress or any similar names, marks, or trade dress ("Budgie Academy's Marks"), aside from use incidental to your use of the Services, without express, written permission from Budgie Academy. This prohibition on using Budgie Academy's Marks includes, but is not limited to, use in domain names, websites, and social media accounts.

11. Access and Use of the Platform, Services and/or Budgie Digital Content.

a. User Accounts.

You may be required to register for and maintain an active personal user Services account ("Account") to use the Platform, engage Budgie Academy or receive some Services. You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. You cannot register for or maintain an Account if you have previously been banned from accessing or using the Platform or Services. Account registration requires you to submit to Budgie Academy certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Budgie Academy. For more information regarding Budgie Academy's use of your personal information, please see our Privacy Notice currently available at [\[ENTER PRIVACY POLICY URL\]](#). You agree to maintain accurate, complete, and up-to-date information in your Account, including a valid phone number, address and payment method. Your failure to comply with these Terms (including policies and supplemental terms) including, without limitation, your failure to maintain accurate, complete,

and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Platform and/or Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Budgie Academy in writing, you may only possess one Account.

b. User Requirements and Conduct.

You agree to abide by the Budgie Academy Community Guidelines, as created, modified or supplanted from time to time, including, without limitation, those guidelines set forth below (collectively, the “Community Guidelines”).

You acknowledge and agree that:

- Your access and use of the Platform, Services and Applications, including any content you submit, will comply with these Terms, any other applicable agreement between you and Budgie Academy, any policy that may apply to your use, access and/or participation in the Platform, Services and/or Budgie Digital Content, and all applicable local, state, national and international laws, rules and regulations.
- You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another user or any other person or entity without their express prior written consent.
- You will not perform any false, abusive or fraudulent activity.
- You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- You will not copy or distribute in any medium any part of the Platform, Services or Applications, except where expressly authorized by Budgie Academy.
- You will not modify or alter any part of the Platform, Services or Applications or any technologies related thereto.
- You will not access the Platform, Services and Applications or User Content through any technology or means other than through the Platform, Services and Applications, or as Budgie Academy may designate.
- You agree to back-up all of your User Content so that you can access and use it when needed. Budgie Academy does not warrant that it backs-up any Account, Partner Content or User Content, and you agree to accept as a risk the loss of any and all data you upload or add to your account or the Platform, Services and/or Budgie Digital Content.
- You will not re-sell, reconstitute, reverse engineer, redistribute or otherwise provide the Services for a commercial purpose, including any of Budgie Academy’s related technologies, without Budgie Academy’s express prior written consent.
- You will not circumvent, disable or otherwise interfere with the security-related features of the Platform, Services or Applications (including without limitation those features that prevent or restrict use or copying of any of Budgie Academy’s content, Partner Content or User Content) or enforce limitations on the use of the Platform, Services or Applications, or the Budgie Academy content, Partner Content or User Content therein.

- You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- You will not use the Platform, Services and/or Budgie Digital Content in a manner (as determined by Budgie Academy in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);
 - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;
 - Infringes on the intellectual property rights of any other person or entity;
 - Violates the privacy or publicity rights of any other person or entity, or breaches any duty of confidentiality that you owe to any other person or entity;
 - Interferes with the operation of the Platform, Services and/or Budgie Digital Content;
 - Contains or installs any viruses, malware, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Budgie Academy or the Platform, Services and/or Budgie Digital Content.

Failure to comply with the Community Guidelines or any violation of these Terms may result in suspension of your account and/or the permanent loss of access to the Platform, Services and/or Budgie Digital Content.

The Platform, Services and Applications are not intended for use by persons under the age of 18. You may not authorize third-parties to use your Account, and you may not allow persons under the age of 18 to request or receive services through the Platform unless they are accompanied by you with your authorization in each occurrence. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Platform and/or Services, and you may only access or use the Platform and Services for lawful purposes. You may not in your access or use of the Platform or Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Partner or any other party.

c. Text Messaging, Telephone Calls and Recordings

You agree that Budgie Academy., and its subsidiaries, representatives, affiliates, officers and directors, may contact you by telephone or text messages (including by an automatic telephone dialing system and/or with an artificial or pre-recorded voice or messages) at any of the phone numbers provided by

you or on your behalf in connection with a Budgie Academy account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any goods or services. You also understand that you may opt out of receiving text messages from Budgie Academy at any time by replying “STOP” to any message received from Budgie Academy by your mobile device, or by contacting [ENTER EMAIL]. If you do not choose to opt out, Budgie Academy may contact you as outlined above and/or in the Budgie Academy Privacy Notice located at [URL TO PRIVACY POLICY].

You agree that Budgie Academy may contact you using any of the phone numbers you provided in connection with a Budgie Academy account (including via text or voice-recorded message) or your email address in the case of suspected fraud or unlawful activity.

You are aware that Budgie Academy may from time-to-time call you about your account, any transaction by or between you and Budgie Academy or any Partner, or your use of the Platform, Services and/or Budgie Digital Content, and that, for the purposes of any and all such call(s), you may be subject to call recording. You hereby consent to the recording of any and all such calls, subject to any applicable laws and our restrictions and obligations thereunder including, where permissible, to record the entirety of such calls regardless of whether Budgie Academy asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which Budgie Academy is a party.

d. User Provided Content.

Budgie Academy may, in Budgie Academy’s sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Budgie Academy through the Platform and/or Services textual, audio, and/or visual content and information, and submission of entries for competitions and promotions (“User Content”). Any User Content provided by you remains your property. However, by providing User Content to Budgie Academy, you grant Budgie Academy a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Platform and/or Services and Budgie Academy’s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Budgie Academy the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Budgie Academy’s use of the User Content as permitted herein will infringe, misappropriate or violate a third-party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Budgie Academy in its sole discretion, whether or not such material may be protected by law. Budgie Academy may, but shall not

be obligated to, review, monitor, and remove User Content, at Budgie Academy's sole discretion and at any time and for any reason, without notice to you.

e. User Feedback.

You agree that you will not submit any confidential ideas, information, or suggestions in any form to Budgie Academy or any of its affiliates. For any ideas, information, or suggestions you do submit, regardless of what your communication regarding your submissions says, you understand that your submissions are voluntary and the following terms shall apply to your submissions: (i) your submissions and their contents will automatically become the property of Budgie Academy, without any compensation to you; (ii) Budgie Academy has no obligation to review your submissions; (iii) Budgie Academy may implement and distribute any portion of your submissions and their contents for any purpose in any way, without any compensation to you; and (iv) Budgie Academy has no obligation to keep your submissions confidential.

f. Network Access and Devices.

You are responsible for obtaining the data network access necessary to access or use the Platform and/or Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Platform or Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform, Services and Applications and any updates thereto. Budgie Academy does not guarantee that the Platform, Services, Applications or any portion thereof, will function on any particular hardware or devices. In addition, the Platform, Services, Applications may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

12. Charges, Invoicing & Payments.

You understand that use of the Platform, Services and/or Budgie Digital Content may result in charges to you for the services or goods you receive or access from Budgie Academy and/or from Partners ("Charges"). Budgie Academy will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include cancellation fees or other applicable fees.

All Charges and payments will be enabled by Budgie Academy using the preferred payment method designated by you through our preferred payment portal or merchant services Budgie Academy, after which you will receive a receipt. Charges paid by you are final and non-refundable, unless otherwise determined by Budgie Academy.

As between you and Budgie Academy, Budgie Academy reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Platform and/or Services at any time. Budgie Academy will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Certain users may from time to time receive promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or

the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice.

If you think a correction should be made to any Charge you incurred, you must let Budgie Academy know in writing within fifteen (15) days after the Charge took place or Budgie Academy will have no further responsibility and you waive your right to later dispute the amounts charged.

Additionally, if you fail to comply with these Terms, you may be responsible for Charges, including without limitation, for transactions that could not be completed properly, arising out of or in connection with your failure to comply with these Terms.

You agree to pay, and authorized Budgie Academy to debit or charge your account for, the Charges as specified in the applicable invoice for payment together with such other amounts as may be or become due as described in this Section. Charges may be amended, modified, terminated, created or supplanted from time-to-time at the sole discretion of Budgie Academy upon written notice to you.

If you fail to pay any amount when due hereunder and such failure continues for fifteen (15) days after the date (1) an invoice for payment is sent to you, (2) a payment charged to your credit card is declined, (3) any ACH or deposited paper check is declined or returned for any reason, (4) any amounts paid to Budgie Academy are charged back, suspended, debited, frozen, segregated, reversed or otherwise returned to or by you without the prior consent of Budgie Academy, then you will be assessed a one-time late fee of fifty-dollars (\$50.00) plus one and one-half percent (1.5%) interest on the unpaid balance each calendar month, or any part thereof (“Interest”). In the event of non-payment, collection efforts may be initiated at any time with or without notice. If collection efforts are required, you hereby agree to pay all costs and expenses related to such collection efforts including, but not limited to, reasonable attorney’s fees and expenses, collection agency fees, and credit reporting fees incurred by Budgie Academy (collectively the “Collection Expenses”). Any discounts, rebates, write-offs or free goods or services provided to you are done in reliance on timely payment of all amounts due Budgie Academy and shall be void and/or automatically reversed in the event you fails to make timely payment. Budgie Academy reserves the right to suspend or terminate performance of or access to the Platform, Services and/or Budgie Digital Content if you fail to timely pay any amount due Budgie Academy. With respect to the amount of any reimbursement or refund of Charges due to you under the Agreement, Budgie Academy may first apply such reimbursement or refund to Charges that may otherwise be due or become due to Budgie Academy within thirty (30) days thereof.

13. Disclaimers; Limitation of Liability; Indemnity.

a. DISCLAIMER

BUDGIE DIGITAL CONTENT IS FOR INFORMATIONAL PURPOSES ONLY, AND IT IS NOT INTENDED TO BE NOR SHALL IT BE RELIED UPON AS PROFESSIONAL OPINION OR ADVICE.

THE PLATFORM, SERVICES AND BUDGIE DIGITAL CONTENT ARE EACH PROVIDED “AS IS” AND “AS AVAILABLE.” BUDGIE ACADEMY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, BUDGIE ACADEMY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, CURRENTNESS, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE PLATFORM, SERVICES OR BUDGIE DIGITAL CONTENT OR ANY SERVICES OR GOODS AVAILABLE, ACCESSED OR REQUESTED THROUGH THE ACCESS OR USE OF THE PLATFORM OR SERVICES AND/OR CONSUMPTION OF THE BUDGIE DIGITAL CONTENT, OR THAT THE PLATFORM, SERVICES OR BUDGIE DIGITAL CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ACCESS, USE AND/OR RELY ON THE BUDGIE DIGITAL CONTENT AT YOUR OWN RISK.

BUDGIE ACADEMY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF PARTNERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM, SERVICES AND APPLICATIONS, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM PARTNERS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

BUDGIE ACADEMY DOES NOT CONTROL, MANAGE OR DIRECT ANY PARTNERS. PARTNERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF BUDGIE ACADEMY.

BUDGIE ACADEMY DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE PLATFORM AND/OR INCLUDED IN THE SERVICES. BUDGIE ACADEMY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR RELATED SERVERS, SERVICES AND/OR ANY BUDGIE DIGITAL CONTENT ARE FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS.

b. LIMITATION OF LIABILITY

BUDGIE ACADEMY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE PLATFORM, SERVICES OR BUDGIE DIGITAL CONTENT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF BUDGIE ACADEMY, EVEN IF BUDGIE ACADEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BUDGIE ACADEMY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES, EVEN IF BUDGIE ACADEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF: (I) YOUR ACCESS TO, USE OF OR RELIANCE ON THE PLATFORM, SERVICES AND/OR BUDGIE DIGITAL CONTENT OR YOUR INABILITY TO ACCESS OR USE THE PLATFORM, SERVICES AND/OR BUDGIE DIGITAL CONTENT; (II) YOUR ACCESS TO, USE OF OR RELIANCE ON ANY WEBSITE, APPLICATION OR SERVICES OWNED, OPERATED, ADMINISTERED OR PROVIDED

BY ANY THIRD PARTY OR PARTNER OR YOUR INABILITY TO ACCESS OR USE ANY WEBSITE, APPLICATION OR SERVICES OWNED, OPERATED, ADMINISTERED OR PROVIDED BY ANY THIRD PARTY OR PARTNER; OR (III) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY PARTNER. BUDGIE ACADEMY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND BUDGIE ACADEMY'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT PARTNERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF BUDGIE ACADEMY.

YOU AGREE THAT BUDGIE ACADEMY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY GOODS OR SERVICES PROVIDED TO OR NOT PROVIDED TO YOU BY PARTNERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BUDGIE ACADEMY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON BUDGIE ACADEMY'S CHOICE OF LAW PROVISION SET FORTH BELOW.

c. Indemnity

You agree to indemnify and hold Budgie Academy and its affiliates and their respective officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees and costs), arising out of or in connection with: (i) your use of the Platform, Services and/or Budgie Digital Content or services or goods obtained through your use of the Platform, Services and/or Budgie Digital Content; (ii) your breach or violation of any of these Terms; (iii) Budgie Academy's use of your User Content for our marketing and advertising purposes; (iv) your violation of the rights of any third party, including Partners; and (v) your violation of any provision of these Terms or the policies or agreements which are incorporated herein. The indemnification obligations under this section shall survive any termination or expiration of these Terms, your use of the Platform, Services and/or Budgie Digital Content or any services or goods obtained through your use of the Platform, Services and/or Budgie Digital Content, and/or your return or rejection of any goods or services obtained through the Platform, Services and/or Budgie Digital Content.

14. Trademark / Copyright Infringement.

Budgie Academy supports the protection of intellectual property. Whether you are the holder of a trademark, service mark, or copyright, Budgie Academy is committed to helping you protect your legal rights. Therefore, we have established the following policies for considering trademark and/or copyright infringement claims. To notify Budgie Academy that there has been a copyright or trademark violation, please follow the specific instructions below at (a) for filing a trademark claim, or (b) filing a copyright complaint. If you are responding to a complaint of infringement, you will need to follow our policy below at (c).

a. Trademark Claims

If you (the “Complaining Party”) would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the United States Patent and Trademark Office on the Principal Register or, for foreign marks, registered with the appropriate intellectual property organization of your country; state registrations and registrations on the Supplemental Register are not considered valid for these purposes), Budgie Academy requires that the Complaining Party substantiate such claim by providing the information listed below via email to [ENTER EMAIL]. To be considered effective, a notification of a claimed trademark violation must include the following information:

- The words “Trademark Claim” should appear in the subject line of the email.
- The trademark, service mark, trade dress, name, or other indicia of origin (“mark”) that is claimed to be infringed, including registration number
- The jurisdiction or geographical area to which the mark applies.
- The name, post office address and telephone number of the owner of the mark identified above.
- The goods and/or services covered by or offered under the mark identified above.
- The date of first use of the mark identified above
- The date of first use in interstate commerce of the mark identified above,
- A description of the manner in which the Complaining Party believes its mark is being infringed upon,
- The precise location of the infringing mark, including, without limitation, the website or URL on which the alleged infringement appears,
- A good faith certification, signed under penalty of perjury, stating:
 - The content of the website [identify URL / website] infringes the rights of [identify party]
 - The mark being infringed is [identify the mark including, without limitation, the registration number if any],
 - Use of the content of the website or URL identified above claimed to be infringing at issue is not defensible, and
 - The Complaining Party is the owner, or is authorized to act on behalf of the owner, of the trademark that is allegedly infringed.

Upon receipt of the appropriate information identified above, for trademark claims, Budgie Academy will initiate an investigation and forward the Complaining Party’s written notification to the alleged infringer. While Budgie Academy is investigating the claim, Budgie Academy, at its sole discretion and without any legal obligation to do so, may temporarily remove or deny access to the allegedly infringing material from the Platform, Services and/or Budgie Digital Content and/or notify the alleged infringer.

If Budgie Academy concludes that the Complaining Party has raised a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, permanently remove the challenged

material from the Platform, Services and/or Budgie Digital Content and/or suspend or permanently revoke the alleged infringer's Budgie Academy account. If Budgie Academy concludes that the Complaining Party has not raised a legitimate claim, Budgie Academy will restore access to the allegedly infringing material.

b. Copyright Claims

If a Complaining Party would like to submit a copyright claim for material on which you hold a bona fide copyright, Budgie Academy requires that the Complaining Party substantiate such claim by providing the information listed below via email to [ENTER EMAIL] or by mail to: Copyright Agent, Budgie Academy, [ENTER ADDRESS]. To be considered effective, a notification of a claimed copyright infringement must be provided to Budgie Academy and must include the following information:

- The words "Copyright Claim" should appear in the subject line of the email.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Budgie Academy to locate the material.
- Information reasonably sufficient to permit Budgie Academy to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
- A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is the owner, or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

Upon receipt of the appropriate information identified above, for copyright claims, Budgie Academy will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While Budgie Academy is investigating the claim, Budgie Academy, at its sole discretion and without any legal obligation to do so, may temporarily remove or deny access to the allegedly infringing material from the Platform, Services and/or Budgie Digital Content and/or notify the alleged infringer.

If Budgie Academy concludes that the Complaining Party has raised a legitimate copyright claim, Budgie Academy may permanently remove the challenged material from the Platform, Services and/or Budgie Digital Content and/or suspend or permanently revoke the alleged infringer's Budgie Academy account. If Budgie Academy concludes that the Complaining Party has not raised a legitimate claim, Budgie Academy will restore access to the allegedly infringing material.

15. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

a. Disputes.

The terms of this Section shall apply to all Disputes between you and Budgie Academy. For the purposes of this Section, “Dispute” shall mean any dispute, claim, or action between you and Budgie Academy arising under or relating to: (a) these Terms, (b) the Platform, (c) the Services, (d) the Budgie Digital Content, (e) the Budgie Academy Privacy Policy, (f) any other services or goods received by you from Budgie Academy and/or through any Budgie Academy Website, Application or Digital Channel, (g) and/or any other transaction involving you and Budgie Academy, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. The term “Dispute” shall be interpreted to be given the broadest meaning allowable under applicable law.

b. BINDING ARBITRATION.

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

You and Budgie Academy agree: (i) to arbitrate all Disputes pursuant to this Section 15; (ii) these Terms memorialize a transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section 15; and (iv) this Section 15 shall survive termination of these Terms. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 13 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

c. Dispute Notice.

In the event of a Dispute, you or Budgie Academy must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the “Dispute Notice”). The Dispute Notice to Budgie Academy must be delivered by United States Postal Service, Certified Mail, postage prepaid and addressed to: [ENTER ADDRESS], Attn.: Legal Department (the “Budgie Academy Notice Address”) with a copy (such copy not to constitute proper notice whether or not actually received or receipt is acknowledged) sent by email to: [ENTER EMAIL]. Any Dispute Notice sent by Budgie Academy to you will be sent to the most recent physical mailing address (if any) and email address (if any) that we have on file or otherwise in our records for you. If Budgie Academy and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or Budgie Academy may commence an arbitration proceeding pursuant to this Section 15. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

d. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND BUDGIE ACADEMY AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR BUDGIE ACADEMY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

e. Arbitration Procedure.

If a party elects to commence arbitration, the arbitration will be administered by the American Arbitration Association (“AAA”) and governed by the Consumer Arbitration Rules of the AAA (“AAA Rules”) in conjunction with the rules set forth in these Terms, except that AAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. The AAA Rules may be accessed at www.adr.org or by calling 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 13 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of “Disputes” as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone or videoconference. Arbitration hearings not conducted by telephone or videoconference shall take place in Suffolk County, Commonwealth of Massachusetts.

f. Exclusive Venue for Other Controversies

Budgie Academy and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section 15 (“Other Controversies”) shall be filed only in the Superior Court of Suffolk County, Massachusetts, or the United States District Court for the District

of Massachusetts, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such Other Controversies.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING SUCH OTHER CONTROVERSIES. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(f).

16. Notice.

Except as otherwise expressly provided in these Terms, Budgie Academy may give notice by means of a general notice on or through the Platform, Websites, Digital Channels and/or Applications, electronic mail to the email address associated with your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any physical mailing address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, text message or on or through the Platform, Services or Application). You may give notice to The Budgie Academy LLC by United States Postal Service, Certified Mail, postage prepaid and addressed to: [ENTER ADDRESS], Attn.: Legal Department with a copy (such copy not to constitute proper notice whether or not actually received or receipt is acknowledged) sent by email to: [ENTER EMAIL]. If another provision of these Terms addresses any specific notice (for example, notice of updates to these Terms, notice of a dispute or arbitration demand, or copyright or trademark infringement notice), those specific notice provisions shall prevail to the extent there is any conflict or inconsistency between those provisions and this notice provision.

17. Compliance With Local Laws

Budgie Academy makes no representation or warranty that the content (including, without limitation, User Content and Budgie Digital Content), goods or services available on or through the Platform are appropriate in every country or jurisdiction, and access to the Platform, Services and/or Budgie Digital Content from countries or jurisdictions where its content, goods or services is illegal is prohibited. Budgie Academy reserves the right, but does not assume the obligation, to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on or through the Platform, Services and/or Budgie Digital Content is void where prohibited.

Users who choose to access or use the Platform, Services and/or Budgie Digital Content do so on their own initiative and are solely responsible for compliance with all local laws, rules and regulations.

18. Termination/Access Restriction.

Budgie Academy reserves the right, in its sole discretion, to terminate your use of, and access to, the Platform, Services and/or Budgie Digital Content or any part thereof, at any time, for any reason, with or without notice. Without limiting any of the rights set forth elsewhere in this Agreement, Budgie Academy expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to the Platform, Services and/or Budgie Digital Content, or any part thereof, to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other agreement or any Budgie Academy policy or guidelines, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Platform, Services and/or Budgie Digital Content (as determined by Budgie Academy in its sole and absolute discretion). If your account activity shows signs of fraud, abuse or suspicious activity, Budgie Academy may cancel any Service associated with your name, email address or account and close any associated Budgie Academy accounts. If Budgie Academy, in its sole discretion, determines that any conducted activity is fraudulent, Budgie Academy reserves the right to take any necessary legal action and you may be liable for monetary losses to Budgie Academy including litigation costs and damages.

19. General Terms.

- a. Successors and Assigns.** These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. You may not assign these Terms without Budgie Academy's prior written approval. Budgie Academy may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Budgie Academy's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this section shall be void.
- b. Relationship of the Parties.** No joint venture, partnership, employment, or agency relationship exists between you, Budgie Academy or any Partner as a result of this Agreement or use of the Platform, Services or Applications.
- c. Waiver.** Budgie Academy's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Budgie Academy in writing.
- d. Severability and Headings.** If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain legal and valid and shall be enforced to the fullest extent under law. The headings of sections and subsections hereof are solely for convenience of reference and are not part of these Terms.
- e. International Users.** The Platform, Services and Applications and all features contained thereon or therein, are controlled and offered by Budgie Academy from or through our facilities in the United States of America. We make no representations that the Platform, Services and/or Budgie Digital Content or features thereon or therein are appropriate or available for use in other jurisdictions. Those who access or use the Platform, Services and/or Budgie Digital Content from other jurisdictions do so at their own risk and are responsible for compliance with all applicable laws.

- f. Force Majeure.** We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, but not limited to, acts of God, terrorism, war, embargos, riots, acts of civil disobedience of military authorities, floods, pandemics, widespread disease or contagion, accidents, fires, labor strikes or shortages of transportation facilities, fuel, energy or labor.
- g. Other.** A printed version of these Terms and of any notice given in electronic form shall be admissible in a dispute resolution, judicial, or administrative proceeding based upon or relating to these Terms to the same extent and subject to the same conditions as any other business record or document originally created and maintained in printed form. We reserve the right to modify, update or discontinue the Platform, Services and/or Budgie Digital Content, or any part thereof, at our sole discretion, at any time, for any or no reason, and without notice or liability. Except as otherwise stated, nothing herein is intended, nor will be deemed to confer rights or remedies upon any third party.

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