

### General Terms and Conditions of Online Sale

I. Purpose. These general terms and conditions (the “General Terms and Conditions”) govern the sales made by A-List Services LLC (“A-List”, “we”, “us” or “our”) through [www.alisteducation.com](http://www.alisteducation.com) (the “Website”) of A-List products (the “Products” or “Product”) to you (the “Client” or “you”). Each Client wishing to make a purchase from the Website represents and warrants that he or she is not a minor and has full legal capacity or is authorized by a parent or guardian. The General Terms and Conditions can change and if subsequently amended by A-List; the then applicable General Terms and Conditions shall be applied at the time an order is placed. Therefore, the Client should consult the General Terms and Conditions on a regular basis so the Client is aware of the version applicable when placing orders.

II. Product Features and Availability.

A. Product Features. The essential features of the Products offered for sale on [www.alisteducation.com](http://www.alisteducation.com) are described on the specific page displaying each Product.

B. Product Availability. Subject to their availability, Products offered for sale together with their prices shall be valid as long as they are accessible on [www.alisteducation.com](http://www.alisteducation.com). If a Product becomes unavailable after placing the order, the Client will receive notification by email to the address provided for the order, and if the Client credit card or debit card (the “Client Card”) has been charged, the full amount charged will be reimbursed to the Client Card used as payment no later than thirty (30) days from the date of the payment. Please allow up to three (3) to six (6) business days for this transaction to post to the Client Card.

III. Prices and Prohibition on Reselling.

A. The prices displayed on [www.alisteducation.com](http://www.alisteducation.com) are in U.S. dollars and are intended to be valid and effective only in the United States. The prices displayed do not include applicable taxes or shipping charges. Prices listed on product pages are for informational purposes only, and may be changed by A-List at its own discretion without notice. In the event a product is listed at an incorrect price, A-List has the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed or the Client Card charged. If the Client Card has already been charged for the purchase and the order is canceled, A-List will issue a credit on the Client Card. Total invoice prices displayed at the time of purchase include estimated taxes only. At the time of shipment, the card is charged and the final order total is indicated in the shipping confirmation email invoice. The final order total will include the actual sales tax calculated based on the shipping address and state laws as well as actual shipping costs.

B. Clients may not purchase any item from the Website with the intention for resale by themselves or any other person

and may not resell any item purchased from the Website. The information on the Website does not constitute a binding offer to sell products described on the Website or to make such products available in your area. A-List reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, in its sole discretion, even after the receipt by Client of an order confirmation or after the Client Card has been charged.

IV. Accounts & Orders.

A. Setting up an Account:

1. The Client may set up an account and become a registered Client, or can purchase products as a guest. The Client does not need an account in order to make a purchase from [www.alisteducation.com](http://www.alisteducation.com). If the Client chooses to register, the Client can access the Client’s order history, and utilize services reserved for Client account holders for a faster checkout.

2. The Client agrees to provide full, accurate and up-to-date information and to change any details that become obsolete or incorrect at a later date. Any details or information that is offensive, illegal, incorrect, misrepresented, representing a public order offense or moral issues must not be used in the context of setting up an account. Once the account has been set up, an email will be sent to the email address provided on the account to confirm login information.

B. Placing an Order:

1. Once the Client has selected the Product or Products the Client wishes to order, the Client must choose “Add to Cart” on the product page to confirm the selection. The contents of the shopping cart can be viewed at any time by placing Client’s cursor over the shopping cart icon which appears at the top right corner of each page on [www.alisteducation.com](http://www.alisteducation.com) (the “Shopping Cart”).

2. The Client may edit/delete some or all of the Products in the Shopping Cart at any time by changing the quantity listed in the Shopping Cart, or removing the Product entirely by clicking the “x” next to such Product. To finalize the Client’s order the Client must click “PROCEED TO CHECKOUT” in the Shopping Cart drop-down menu. The Client shall be responsible, where applicable, for completing details relating to invoicing, delivery address and intended payment method. At the end of the order process and before payment, the Client will receive a summary of the Products ordered together with details of any taxes and delivery costs. At this point the Client may either confirm or change the order. Once the required order information is completed, the Client will be directed to the payment page to finalize the order and choose “Place Your Order” to complete the process. Once payment has been made, an email summarizing the

order and acknowledging receipt will be sent immediately to the email address provided by the Client.

C. Order Cancellation:

1. We reserve the right at any time after receipt of the order to accept or decline the order, or any portion thereof, in our sole discretion, even after the Client receives an order confirmation or after the Client Card has been authorized. If the Client Card has already been authorized for the purchase and the order is canceled, we will issue a credit to the original method of payment.

2. You may cancel or modify your order with no cost or penalty if we receive notice of such request at [orders@alisteducation.com](mailto:orders@alisteducation.com) ("Client Services") prior to the shipment of your order. If the Client Card has already been authorized for the purchase and the order is canceled, we will issue a credit to the original method of payment.

V. Payment. A-List accepts MasterCard®, Visa®, American Express®, and Discover® as methods of payment. The transaction will be charged to the Client Card only after verifying the Client Card details, receiving credit authorization on the Client Card, and confirmation of the Product availability, and the order is ready for shipment.

VI. Shipping.

A. As indicated at the time of purchase and by the order confirmation email, the Client is responsible for any and all shipping costs associated with the delivery as indicated at the time of purchase. The Client shall select the shipping method and carrier (the "Designated Shipping Carrier") when placing the order. Once the order is placed, the Client will not be allowed to change the shipping method or address.

B. Place of Delivery:

1. The Products purchased on [www.alisteducation.com](http://www.alisteducation.com) can only be delivered to addresses in the United States; to all 50 states including Alaska and Hawaii. Items cannot be shipped to a P.O. boxes or APO/FPO addresses. Subject to receipt by A-List of the full payment, deliveries shall be made to the address provided the time of placement of an order. The Client shall be responsible for checking the accuracy of this information prior to final confirmation of the order (in particular names, address, number, postal code, etc.). A-List shall not be responsible for any mistake by the Client in the information provided at the time of the order confirmation.

2. If information relating to recipients is incorrect, A-List may not be held liable for any delay or failure to deliver an order.

C. Delivery Period. Unless indicated otherwise after the final confirmation of order, the delivery period for Products

ordered from A-List include up to 2 business days to process the order for shipment, in addition to the time indicated by the Client's preferred shipping method (i.e. next day, second-day, ground). Orders are processed and delivered Monday through Friday, excluding holidays. A-List is not responsible for unanticipated delays due to conditions outside of its control such as weather or air travel delays.

D. Receipt of Products. If Product(s) purchased on [www.alisteducation.com](http://www.alisteducation.com) is received damaged, the Client must notify Client Services by email within forty eight (48) hours of delivery. The Client must provide detailed information regarding the defects and keep the original Product packaging and the parcel in the condition in which it was received, and otherwise follow the instructions provided by the Client Services representative. Client Services will then begin investigation with the Designated Shipping Carrier. Please note that this process generally takes between eight (8) and ten (10) business days.

E. Retention of Ownership and Transfer of Risks. A-List shall retain full ownership of the Products ordered until payment has been received in full and Product has been given to the Designated Shipping Carrier. Once the Products are shipped risks of loss or damage to said Products, and any damage that may have occurred, shall be transferred to the Client.

VII. Return Policy. Products may be returned for a full refund, less a restocking fee of 10% of the price paid for such Products, as long as such Products are:

- A. In "like new" condition; and
- B. Returned to us, at Client's expense, to:

A-List Education  
363 7<sup>th</sup> Avenue, 13<sup>th</sup> Floor  
New York, NY 10001

VIII. Personal Data. Personal data shall be collected by A-List on [www.alisteducation.com](http://www.alisteducation.com) with a goal of allowing the Client to set up an account and/or to purchase Products from [www.alisteducation.com](http://www.alisteducation.com).

IX. My Account. Certain personal data is essential for setting up a Client account and making purchases; such information includes Title, First Name, Last Name, Email Address, Password, and Telephone. Failure to provide this mandatory information shall mean that the Client's account cannot be set up and used. In creating this account, the Client authorizes [www.alisteducation.com](http://www.alisteducation.com) to store their name and email. All other requests for personal data are optional.

X. Purchases Generally. Client Card information will be collected when placing an order. [www.alisteducation.com](http://www.alisteducation.com) does not store this information. In accordance with privacy protection laws, in regards to information technology, files and rights, the Client shall have the right to access, change, correct and delete

personal data. This right may be exercised, where applicable, via the Client account. To make changes to a [www.alisteducation.com](http://www.alisteducation.com) profile, the Client must go to the My Account page and choose the "Manage your addresses" to change home address, phone number, etc. information and save to finish updating. However, we reserve the right to object to requests that are clearly abusive, particularly in terms of their number and repetitive or systematic nature. Moreover, we have the right to object, on legitimate grounds, to the collection of personal data. We are committed to implementing appropriate measures in order to avoid any attack on the integrity and confidentiality of personal information collected. However, the security, confidentiality or integrity of information sent via the Internet is not guaranteed on account of the very nature of the network. In particular, we are not accountable and may not be held liable in the event of loss, communication to a third party or fraudulent uses of login details.

XI. Severability of Clauses. If one or more of the provisions in the General Terms and Conditions are deemed or declared null and void, unenforceable, or illegal, the other provisions shall remain unaffected in terms of their validity and scope.

XII. Applicable Law; Jurisdiction; Waiver of Jury Trial. All issues and questions concerning the construction, validity, enforcement and interpretation of General Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. You and A-List submit to the jurisdiction of any state or federal court sitting in the State of New York, New York County, in any action or proceeding arising out of or relating to the General Terms and Conditions and agree that all claims in respect of the action or proceeding may be heard and determined in any such court and hereby expressly submits to the personal jurisdiction and venue of such court for the purposes hereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. You and A-List irrevocably consent to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its address set forth below. **You and A-List waive any right it may have to trial by jury in respect of any litigation based on, arising out of, under or in connection with the General Terms and Conditions or any course of conduct, course of dealing, verbal or written statement or action by you or A-List.** The Website [www.alisteducation.com](http://www.alisteducation.com) has been designed to comply with the laws of the State of New York and of the United States. If [www.alisteducation.com](http://www.alisteducation.com) fails to comply with the applicable legislation in the country from which the Client accesses the Website, the Client must stop using the Website.

XIII. Disclaimer, Errors, Inaccuracies. A-List is not responsible for any inaccuracies or errors, or for any loss or

damage caused by or arising from any user's reliance on information obtained from or through the Website. Our goal is to provide complete, accurate, and up-to-date information on our Website. Unfortunately, it is not possible to ensure that any Website is completely free of human or technological errors. This Website may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and product information. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted and to change or update information at any time without prior or subsequent notice.

XIV. Disclaimer; Force Majeure.

A. Disclaimer of Warranties. WE DISCLAIM ALL WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING.

B. Force Majeure. We will not be liable for any delay in performance or inability to perform due to the occurrence of any event or circumstance outside our reasonable control, including without limitation any acts of god, acts or omissions of you, acts or omissions of governmental or quasi-governmental authorities, equipment failures, fires, floods, explosions or other natural disasters

XV. Contact Us. For additional assistance concerning our online store or your online purchase, please contact us via email at [orders@alisteducation.com](mailto:orders@alisteducation.com).