

## Anaheim University Referral Agreement

This Referral Agreement contains the complete terms, regulations and conditions that apply to an entity's, organization's or individual's participation in the Anaheim University Referral Program (the "**Referral Program**"). Anaheim University is hereby referred to as "**AU**".

"**Patron**" is any entity, organization or individual that enters into a Referral Agreement with AU and publishes AU's text, banner or video link on its website. The Patron's contact details are listed in Section 18.

"**Patron Site**" means any site that the Patron links to the AU Site (and which the Patron will identify in the Patron Website Profile).

"**AU Site**" is defined as and means, collectively, the AU website <<http://www.anaheim.edu>> and any subdomain or other website owned or operated by AU including but not limited to [jp.anaheim.edu](http://jp.anaheim.edu), [kr.anaheim.edu](http://kr.anaheim.edu), [online.anaheim.edu](http://online.anaheim.edu), or [alumni.anaheim.edu](http://alumni.anaheim.edu) as applicable. Depending on the context, AU Site may mean all or only one of those sites, which have their primary home pages identified by the URLs <http://www.anaheim.edu>, <http://jp.anaheim.edu>, <http://kr.anaheim.edu>, <http://online.anaheim.edu> and <http://alumni.anaheim.edu> respectively.

A "**Program**" is any academic degree, diploma or certificate program listed on the AU Site that is offered and taught by AU.

"**Program Enrollment**" refers to any student who entered the Patron's unique code on the AU application form, made complete payment for their first course, and completed the first course in its entirety.

### 1. Getting Started

Once this agreement is signed by both parties, AU grants the Patron a non-exclusive revocable license for the duration of the term of this Agreement. This license permits the Patron to place one or more of the following types of links on the Patron Site to the AU Site. This license is to be used only for the purpose of referring potential students from the Patron Site to AU. The Patron may provide a general link on the Patron site to the home page of the AU Site. The Patron may also select one or more Programs to list on the Patron Site using a variety of banner, text and video links that AU makes available to the Patron. The Patron will provide a link from the Patron Site to the AU Site using only the text / banner / video link provided by AU. The Patron may not link to the AU Site from references to programs on the Patron Site that are not "Programs" as defined above.

AU will provide the Patron with access to a Patron website which contains guidelines and banner / text / video links to use in linking to the AU Site home page. The Patron will be assigned a unique code, and the banner / text / video link will inform the potential student to enter this unique code on the Application Form, which will exempt the potential student from paying the Registration Fee and will facilitate tracking, reporting, and

referral fee payments. The Patron will earn referral fees only from students that enter the Patron's unique code on their application form, make full payment for and complete their first AU course. Should the student fail to enter the Patron's unique code on the Application Form, the student will not have the Registration Fee waived, and AU will not be liable to the Patron in any way.

### 3. Patron Referral Fees

AU will pay the Patron as described below referral fees on AU Program Enrollments. For a Program Enrollment to be eligible for the Patron to earn a referral fee, the student must be new to AU and must not be a scholarship recipient. Students who have previously applied for any program at AU will not be counted as a Program Enrollment. The student must write the Patron's unique code on the Application Form, make full payment for their first course, and complete their first course to be eligible as a Program Enrollment. AU will only pay referral fees on eligible Programs Enrollments after the student has made full payment and completed their first course. No referral fees will be paid for any enrollments in courses beyond the student's first course at AU. The applicant must write the Patron's unique code on the Application Form in order to have the Registration waived and for the Patron to receive the referral fee. AU will not be liable for paying referral fees on enrollments that are not correctly tracked and reported because the student did not write the unique code on the Application Form. AU will not pay referral fees on any Program Enrollment in which a student withdraws during their first course.

### 4. Patron Fee Structure.

Level	Program Enrollment # in a Given Month	Degree Referral Fee	Diploma Referral Fee	Certificate Referral Fee
Ambassador	10 or more	US\$750 per student	US\$450 per student	US\$225 per student
Diplomat	5 to 9	US\$500 per student	US\$300 per student	US\$150 per student
Advocate	1 to 4	US\$300 per student	US\$200 per student	US\$100 per student

Subject to the terms of this agreement, the Patron will earn referral fees for completed Program Enrollments during each calendar month in accordance with the Fee Structure described above. At the beginning of each month, AU will pay referral fees to the Patron based on the number of Program Enrollments completed the previous month as per the payment terms listed above. The number of Program Enrollments is based on the number of students that complete their first course in a given month, regardless of the length of the first course. For example, if a student enrolling through a Patron commenced their first course in a degree program on Monday, January 4<sup>th</sup> and completed their first course 6 weeks later on February 14<sup>th</sup>, the Program Enrollment would be counted as a Program Enrollment in February, the month in which the student completed their first course. In cases where a refund is provided to a given student, it will not count as a Program Enrollment and the Patron will not receive a Referral Fee for that student.

Once a Patron reaches the Diplomat or Ambassador Level, if the Patron's monthly recruitment level decreases below the minimum requirement for that level, the Patron will be granted a 3-month grace period in order to bring the Patron's program enrollments back up to the minimum required level. During this grace period, the Patron will retain their Diplomat or Ambassador status. At the end of the 3-month grace period, the Patron may be subject to re-classification. Any AU student or graduate who chooses to become a Patron will automatically qualify as an Ambassador Level Patron regardless of the number of students referred.

Payment from AU to the Patron will be issued in form of U.S. dollar check, unless otherwise agreed in writing. As AU may be required by U.S. federal law to provide tax information from Patrons, U.S. residents or organizations located in the United States may be required to provide tax information to AU upon request.

### **5. Student Application Processing**

AU will process applications submitted by applicants who write the Patron's unique code on the AU Application Form to be exempt from the Registration Fee. Applicants are not guaranteed acceptance, and AU reserves the right to reject applications that do not comply with any entrance requirements that AU establishes. AU will be responsible for all aspects of application processing and enrollment. Among other things, AU will prepare enrollment agreements, process payments, cancellations, and refunds, and handle all student and academic services from application through graduation. AU will track enrollments made by students who enroll in AU Programs by entering the Patron's unique code on their Application Form and AU will make available to the Patron reports summarizing this enrollment activity. The form, content, and frequency of the reports may vary from time to time at AU's discretion.

### **6. Limited License**

AU grants the Patron a nonexclusive, revocable right to use AU's banner / text / video link provided to the Patron by AU. This right is for the purpose of identifying the Patron Site as a participant in the Referral Program and to assist the Patron in producing Program Enrollments. The Patron may not use AU's banner image, text or video link content in any other promotion or manner such as in printed promotional materials, presentations, etc. The Patron may not modify the banner, text or video link or any other AU images or Content in any way. AU reserves all rights in AU's banner, text and video links, images, Content, trade names and trademarks, and all other intellectual property rights. At any time, AU may revoke the Patron's license by giving written notice.

### **7. Policies and Procedures**

Participation in the Referral Program is limited to entities, organizations or individuals that can legally form and enter into contracts under applicable law. This includes being of legal age, sound mind, and capable of making sound business decisions. The Patron agrees by participating in the Referral Program not to engage in any of the activities described in this agreement as unsuitable.

The Patron acknowledges that AU rules, policies, and procedures will apply to students who enroll through this Referral Program. AU may change its policies and procedures at any time. AU will use reasonable efforts to process the enrollment of all students in a timely manner but cannot guarantee enrollment, and cannot guarantee that upon successful enrollment that there will be space for the student in a given course. AU will not be liable for any delays in the Patron receiving payment resulting from a student's start date being deferred for any reason, including but not limited to such reasons as the student's personal circumstances preventing course commencement, or a given course being full.

The Patron acknowledges that through participation in the Referral Patron Program, AU may access information from or about visitors to the Patron Site. By participating in the Referral Patron Program, the Patron unconditionally consents to and authorizes AU's receipt, access to, use, storage, and disclosure of any and all such information, consistent with the policies and procedures set forth in the Privacy Policy on the AU Site.

With the exception of the license granted by this Referral Agreement, the Patron will not receive any rights through this Agreement in any intellectual property. Intellectual property includes without limitation the "AU" name, the "Anaheim.edu" domain name, all content whether text, graphic, video, or logos, on the AU Site, banner and text links, format of links, technical specifications, and guidelines.

By participating in the Referral Program, the Patron consents to AU e-mailing updates regarding the Referral Program and the Patron agrees to respond to questionnaires related to the AU Referral Program and requests for information made by AU. The Patron also agrees that AU may monitor the Patron Site for the purpose of ensuring the suitability of the website and/or Patron's business activities, and the quality and reliability of links and references on the Patron Site. The Patron agrees that AU may take such actions and that the Patron will not seek to block or interfere with these actions.

The Patron acknowledges that as accreditation standards prevent AU from using the words "free" and "guarantee", the words "free" and "guarantee" will not be used in any banner, text or video links referring to AU, and at no time will the Patron use the words "free" and "guarantee" or any other wording not provided by AU in relation to AU, its registration fees, or its programs.

Should at any time during this agreement, AU determine in its sole discretion that the Patron Site or business activities are unsuitable for the Referral Patron Program, AU may terminate this agreement by giving the Patron written notice of termination. Also at any time during this agreement, AU can discontinue or terminate this agreement with or without cause by giving the Patron written notice of termination. In such a case, the Patron will be required to remove all mention of AU on its website within 14 calendar days. The Patron acknowledges and agrees that the Patron will:

- 1) follow the rules, policies and regulations of this agreement
- 2) not abuse, manipulate or attempt to circumvent the rules, policies and regulations of this agreement
- 3) not in any way practice activities that are deemed to be unacceptable by local or federal governments, state agencies, or any other accrediting or regulatory bodies.
- 4) not be involved in any criminal or illegal activities
- 5) not promote illegal activities, sexually explicit materials or violence
- 6) not promote discrimination based on race, religion, nationality, sex, sexual orientation, disability, age, political beliefs or any other form of discrimination
- 7) not use vulgar or offensive language on its website or language that is deemed by AU to be inappropriate for the field of academia
- 8) not make public attacks on individuals, organizations or entities through their website
- 9) not do typosquatting by including "Anaheim University", or any other trademark of AU, its partners or its Patrons, or variations or misspellings of any of them, in their URLs. Examples of unsuitable URLs include "anaheim.mydomain.com", "anahiem.ac.uk", "anaheimuniversityprograms.net", or "anaheimuniversity.co.gr"
- 10) not violate intellectual property rights or commit trademark infringement
- 11) not provide misinformation or false advertising that in anyway poses a potential for damage to AU's reputation
- 12) not support plagiarism or allow its users to discuss ways of cheating or unethical academic activities
- 13) not be involved in spam-related activities or unethical direct marketing practices
- 14) use any text, images, video, data, or other information obtained from AU or the AU Site in connection with this Agreement ("AU Content") legally and only in accordance with the terms of this Agreement
- 15) not use the banner, text or video link to mislead visitors in any way
- 16) not modify or alter any AU banner image or text link other than to resize it in proportion to the original proportions. The Patron will link to the banner image which must remain on AU's server and the Patron will not attempt to download, recreate a likeness of, or upload the AU banner to the Patron Site
- 17) not edit the AU text or video link in any way
- 18) use AU Content in a manner intended to send sales to no other site than the AU Site
- 19) ensure that any text, image, video or AU trademark that AU includes in a link is not made illegible, indecipherable or invisible to visitors of the Patron site, or altered or obscured in any way
- 20) with the exception of the AU text / banner / video link provided by AU to the Patron, not display or reference on the Patron site, any trademark or logo of AU or any third party partner or Patron that may be listed on the AU Site;
- 21) not sublicense, transfer, redistribute or sell any AU Content
- 22) promptly delete any Content that AU notifies the Patron is no longer available for use or is no longer displayed on the AU Site
- 23) not use any Content in a manner that implies AU's approval, support, endorsement or sponsorship of, or association, affiliation or commercial tie-in with, any Patron or any other third party entity, organization, individual, product, service, party, or cause

- 24) not use any term that would suggest a relationship between the Patron other than the Patron being a member of the AU Referral Program. Statements such as “We are affiliated with AU” are prohibited
- 25) Not take any action that could confuse visitors to the Patron Site as to AU’s relationship with the Patron, or as to the site on which any functions are occurring
- 26) not post any promotional content or advertisements promoting the AU Site around or in conjunction with the display of the AU Site, other than providing a banner, text or video link on the Patron Site in accordance with this Agreement. The Patron will not use any technology, pop-up windows, framing technique, etc. to display the AU Site, other than using the banner, text or video link provided by AU
- 27) not attempt to divert potential student from, or redirect or intercept traffic from or on, AU’s website or any other Patron’s website participating in the Referral Program. If such an event does occur in which the Patron’s website defers traffic from AU’s website or any other patron of AU, the Patron whose website is diverting traffic will take immediate action to rectify the situation
- 28) not attempt to fraudulently increase the Patron’s referral fees or circumvent the referral fee payment schedule in any way including intentionally requesting or encouraging potential students to only enroll in a single course of a degree program
- 29) not register or purchase any keywords or search terms that include such AU Proprietary Terms as “Anaheim University”, “Akio Morita School of Business”, “Akira Kurosawa School of Film”, “Kisho Kurokawa Green Institute”, “David Nunan Institute for Language Education” or any other trademark of AU, its partners or Patrons, or variations or misspellings such as “Annaheim”, “Anahiem”, “Amaheim”, “Anahaim”, “Kurosawa Akira”, “Kurokawa Kisho”, “Morita Akio”, etc. for use in any sponsored advertising service, search engine, portal, or other referral or search service. AU may request that the Patron arrange for any applicable Web search provider to exclude Proprietary Terms from keywords used to display the Patron’s advertising content in association with search results. The Patron may purchase paid search advertisements to send users to the Patron Site who can then be directed to the AU Site by clicking on an AU banner / text / video link on the Patron Site, but may not purchase search advertisements that send users to the AU Site either directly or indirectly through redirection from a third-party site

## **8. Independent Parties**

AU and the Patron will at all times be deemed to be independent contractors with respect to this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner as creating any sales representative, employment, partnership, joint venture, agency, franchise, fiduciary or other similar relationship. The Patron does not have any authority to make or accept any offers or representations on behalf of AU. The Patron will not make any statement that would contradict anything in this Section.

## **9. Patron Identification**

The Patron may display the text, video or banner link provided by AU somewhere on the Patron Site. AU may modify the text, video or graphic image from time to time. The relationship between AU and the Patron may not be embellished or misrepresented by the

Patron. The Patron will not express or imply any relationship or affiliation between AU and the Patron or any other person, organization or entity except as permitted by this Agreement. The Patron will not express or imply that AU supports, sponsors or endorses the Patron. The Patron cannot use any term that would suggest a relationship between the Patron, other than the Patron being a member of the AU Referral Program. Statements such as “We are affiliated with AU” are prohibited. The Patron may not issue any public announcement or press release regarding this Referral Agreement or the Patron’s involvement in the Referral Program. Doing so may result in this Agreement being terminated.

#### **10. Responsibility for the Patron Site**

The Patron will be responsible for all aspects of the Patron Site including all content that appears on the Patron Site. Responsibilities of the Patron include but are not limited to:

1. posting the AU text, video or banner link on the Patron Site to the AU Site
2. ensuring that displaying the AU link on the Patron Site does not violate any agreement between the Patron and any third party, such as the provider that hosts the Patron Site. AU is not liable for third party infringements on the Patron’s rights, including cases where the third party is a registered patron.
3. all technical aspects of the Patron Site and all related hardware and software
4. ensuring all content on the Patron Site is accurate and appropriate, is not libelous or illegal, and does not violate or infringe upon the rights of any third party. This includes but is not limited to privacy, copyrights, trademarks, or other proprietary or personal rights.
5. ensuring that the Patron Site fully discloses either through a Privacy Policy or other means, how the Patron collects, uses, stores, and discloses visitor data. This disclosure should include that third parties may provide advertisements to the Patron as well as collect information directly from visitors.

AU will not be held liable for these matters. AU will be indemnified and held harmless by the Patron from all claims, damages, and expenses relating to the contents, development, operation, and maintenance of the Patron Site.

#### **11. Legal Compliance**

The Patron is responsible for compliance with the requirements of all relevant legislation and government authorities that have jurisdiction over the Patron. The Patron warrants that AU will not be held liable whatsoever for the promotion method used by the Patron or the content of the Patron Site. The Patron agrees to comply with all applicable laws that govern marketing e-mail. The Patron agrees to comply with the CAN SPAM Act of 2003 and will not engage in or facilitate spamming, unsolicited commercial email or indiscriminate advertising.

#### **12. Agreement Term**

The term of this Referral Agreement will begin on the date as of the date last signed by the two parties below, and will end when terminated by either AU or the Patron. This Agreement may be terminated, with or without cause, by either AU or the Patron at any

time by giving the other party written notice of termination. Should this agreement be terminated for any reason, the Patron will immediately remove from the Patron Site all banner, text and video links to the AU Site within 14 calendar days. The Patron is eligible to earn referral fees on Program Enrollments that occur during the term of this Referral Commission Agreement. Referral fees earned through the date of termination will remain payable if the related Program Enrollments, introduced through the Patron, make full payment and complete their first course. In order to ensure that the correct amount is paid, AU may withhold the final payment for a reasonable time.

### **13. Modification**

The terms and conditions contained in this Agreement may be modified by AU at any time, by posting a change notice or a new agreement on the AU Site. These modifications may include changes in Referral Program rules, referral fees, referral fee schedules, and payment procedures. If the Patron finds any modification to be unacceptable, the Patron's only option will be to terminate this agreement. The Patron's continued participation in the Referral Program will constitute binding acceptance of the change.

### **14. Limitation of Liability**

AU will not be liable for any damage whatsoever, whether direct, indirect, special, incidental, or consequential, or for any loss of revenue, profits or data arising in connection with this Referral Agreement, even if advised of the possibility of such damages, and the Patron waives all rights to any claims for any such damages. AU's aggregate liability with respect to this Referral Agreement will not exceed the total referral fees paid or payable to the Patron under the terms of this Agreement.

### **15. Disclaimers**

AU does not make any express or implied representations or warranties with respect to the Referral Program or to the AU academic services provided by AU through the Referral Agreement. In addition, AU does not represent that the operation of the AU Site will be error-free or uninterrupted, and AU will not be liable for the consequences of any errors or interruptions.

### **16. Independent Investigation**

The Patron acknowledges that the Patron has read and agrees to all the terms and conditions in this agreement. The Patron understands that student referrals may be solicited by AU on terms that differ from those in this agreement. The Patron has evaluated the merit of this Referral Agreement and is not relying on any statement, representation or guarantee other than that which is contained in this Referral Agreement.

### **17. Arbitration**

Any controversy or claim arising out of or relating to this agreement or the breach of the agreement will be settled by arbitration in Orange County, California USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Reasonable attorney fees may be awarded by the arbitrators to the prevailing party.



Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

## 18. Principal Contacts

The principal contacts for this agreement are:

### ***AU Contact***

*Name and Title:*

David Bracey

Managing Director

*Organization:* Anaheim University

*Address:* 1240 S. State College Blvd. #110  
Anaheim, CA 92806  
USA

*Phone:* 714-772-3330

*Fax:* 714-772-3331

*E-Mail:* admin@anaheim.edu

*Website:* <http://www.anaheim.edu>

### ***Patron Contact***

*Name and Title:*

*Organization:*

*Address:*

*Phone:*

*Fax:*

*E-Mail:*

*Website:*

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

**Anaheim University**

David Bracey

Managing Director

**Patron**

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DATE

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DATE