

TERMS AND CONDITIONS

CollegeBound Journey®

Provider

Four Directions Educational Consulting Services LLC

Effective Date

July 23, 2026

These Terms and Conditions (the “Terms”) are a legal agreement between Four Directions Educational Consulting Services LLC, a Minnesota limited liability company (“Four Directions,” “we,” “us,” or “our”), and the organization that purchases or receives access to the Service (“Organization”), together with each individual authorized to use the Service (“Authorized User”). By purchasing, activating, accessing, or using the Service, the Organization and each Authorized User agree to these Terms.

An individual may use the Service only if the individual is at least 13 years old. The Organization must not create or authorize an account for anyone under 13.

1. Definitions and Scope of the Service

“Service” means the CollegeBound Journey online products and services covered by an applicable purchase, invoice, or order, including: (a) asynchronous online courses; (b) student-planning platforms and tools; (c) the Counselor/Educator Toolkit; and (d) searchable databases containing college, scholarship, financial-aid, pre-college program, and related educational information. The Service may also include course lessons, quizzes, activities, progress tracking, assignments and uploads; downloadable educational materials; search results, reports, resources; and related administrative features.

“Organization” includes a school or school district, Tribe or Native organization, college-access program, or other organization that purchases or receives access to the Service.

“Authorized User” means an individual who is at least 13 years old, has been assigned a valid account or seat by the Organization, and is permitted to use the Service under these Terms. Authorized Users may include one designated Organization administrator, authorized staff members, and students assigned individual accounts.

The specific products, number of seats, fees, and any implementation details are identified in the applicable invoice, order, or purchase record.

2. Eligibility and Organization Authority

The individual accepting these Terms on behalf of an Organization represents that the individual has authority to bind the Organization. The Organization is responsible for determining which staff members and students may use the Service and for supervising its Authorized Users.

The Organization must comply with applicable student-privacy and education-record laws; obtain all permissions, consents, notices, or authorizations required by the age of an Authorized User and applicable law; and ensure that account information is accurate and current. Four Directions does not accept responsibility for an Organization’s failure to satisfy those obligations.

3. Orders, Payment, Refunds, and Taxes

All fees must be paid through the CollegeBound Journey website or as otherwise directed by Four Directions. Unless the applicable invoice states otherwise, payment is due before access is activated.

ALL PURCHASES ARE FINAL AND NONREFUNDABLE. An Organization may discontinue use or request termination before the end of its term, but it will not receive a refund, credit, or prorated reimbursement. No refund will be issued if access is suspended or terminated because of misuse or a violation of these Terms.

The Organization is responsible for applicable taxes, duties, or governmental charges associated with its purchase, excluding taxes based on Four Directions' net income.

4. Term, Expiration, and Renewal

The access term begins on the date Four Directions activates access and continues for one (1) year, unless earlier terminated under these Terms or a different activation date is documented by Four Directions.

Renewal is manual and is not automatic. Four Directions will send a renewal reminder to the Organization administrator before expiration. The Organization must purchase a renewal to continue access. If renewal is not completed, access ends automatically at the end of the then-current term. Prior pricing is not guaranteed unless Four Directions expressly confirms it in writing.

5. License and Seat Assignment

Subject to timely payment and compliance with these Terms, Four Directions grants the Organization and its Authorized Users a nonexclusive, nontransferable, limited, revocable license to access and use the purchased portions of the Service during the applicable term solely for the Organization's internal educational and counseling purposes.

Each purchased seat must be assigned to one named Authorized User. Seats and accounts may not be transferred, reassigned, shared, or used by more than one individual during the term. Access is limited to the number of seats purchased.

The Organization receives no ownership interest in the Service or Four Directions Materials. All rights not expressly granted are reserved by Four Directions.

6. Permitted Use of Toolkit and Course Materials

Authorized staff may use and adapt downloadable Toolkit and course materials solely for internal educational use within the purchasing Organization and with its Authorized Users. Adaptation does not transfer ownership of the underlying Four Directions Materials.

The Organization and Authorized Users may not:

- post, publish, or otherwise make Four Directions Materials publicly available;
- sell, resell, rent, sublicense, lease, commercially distribute, or provide the materials or Service to another person or organization;
- copy, reproduce, disseminate, display, or exploit the Service except as expressly permitted by these Terms;
- remove, obscure, or modify copyright, trademark, attribution, or ownership notices; or
- use the Service or Four Directions Materials to build, train, benchmark, or support a competing product or service.

7. Permitted Use and Restrictions for Database Information

Authorized Users may search, view, and save reasonable portions of database information for their own educational planning or for the Organization's internal student-support, college-access, or counseling activities. Authorized Users may share individual search results or limited, selected information with the Organization's students and authorized staff when reasonably necessary for those purposes.

The Organization and Authorized Users may not:

- sell, license, sublicense, rent, publish, repost, distribute, or otherwise commercially exploit a CollegeBound Journey database or information obtained from it;
- reproduce, copy, download, export, print, retain, or distribute all or a substantial portion of a CollegeBound Journey database;
- systematically extract, scrape, harvest, collect, or compile database information, whether manually or through automated tools, bots, scripts, software, or other means;
- post database information on a publicly accessible website, social-media platform, external database, repository, shared drive accessible outside the Organization, or other publicly or externally available location;
- provide database information to a person or organization that is not an Authorized User, except for limited information shared with the Organization's students as part of authorized educational, planning, or counseling activities;
- use database information to create, populate, improve, or maintain another directory, database, commercial product, competing service, mailing list, or artificial-intelligence or machine-learning system;
- remove, obscure, or alter a copyright, trademark, source attribution, ownership notice, or other proprietary notice; or
- continue using or accessing database information after the applicable license term ends, except that a student may retain limited student-specific information lawfully provided or saved during the active term for the student's personal educational planning.

8. Prohibited Conduct

The Organization and Authorized Users must not:

- provide access to any person who is not an Authorized User or share account credentials;
- interfere with, disrupt, damage, or place an unreasonable burden on the Service or data contained in it;
- attempt to gain unauthorized access to the Service, another account, or related systems or networks;
- circumvent access limits, security controls, seat limits, or use restrictions;
- reverse engineer, decompile, disassemble, scrape, harvest, or systematically extract the Service or its content except to the limited extent such restriction is prohibited by law;
- use the Service for unlawful, fraudulent, harmful, harassing, or inappropriate purposes; or
- upload or transmit malware, malicious code, or content that violates law or another person's rights.

9. Accounts, Credentials, and Security

Four Directions will provide or enable one designated Organization administrator to manage the number of accounts purchased. The Organization is responsible for all activity under its accounts, except to the extent caused by Four Directions.

The Organization and each Authorized User must:

- keep usernames, passwords, and other credentials confidential;

- not share accounts or login credentials;
- use reasonable safeguards to prevent unauthorized access; and
- promptly notify Four Directions of suspected unauthorized access, disclosure, misuse, or security incidents involving the Service.

The Organization and Authorized Users will reasonably cooperate with Four Directions in investigating and addressing account misuse or security concerns.

10. Student-Created Content and Acceptable Submissions

“Student-Created Content” means course responses, quiz or activity responses, assignments, uploaded files, and other content submitted by or for an Authorized User through the Service.

Four Directions does not claim ownership of Student-Created Content. Students and Organizations retain any ownership rights they have under applicable law and the Organization’s policies. Nothing in these Terms determines ownership as between a student and the Organization.

The Organization authorizes Four Directions to host, store, process, reproduce, display, and access Student-Created Content only as reasonably necessary to provide, administer, secure, and support the Service. Four Directions will not use Student-Created Content for advertising or unrelated purposes.

Student-Created Content must relate to legitimate educational activities; comply with applicable laws and the rights of others; not contain harmful, threatening, abusive, obscene, or otherwise inappropriate material; and not contain malware or malicious code. The Organization is responsible for reviewing and addressing content submitted through its accounts.

Students may view their own available content and progress. Authorized Organization administrators and staff may view user progress, responses, and uploaded assignments as permitted by the Organization. Four Directions personnel and service providers may access such information only as reasonably necessary for service operation, support, administration, security, or legal compliance.

11. Privacy, Student Information, and Data Retention

To establish and administer a student account, Four Directions collects only the student’s first name, last name, and school-issued email address. The Service also maintains educational records created through the student’s use of LearnDash, including course progress and completion records, quiz or activity responses, and assignments or files submitted by the student. Four Directions’ collection, use, disclosure, protection, and retention of personal information are also governed by its Privacy Policy, which is incorporated into these Terms by reference.

These records are maintained to provide the Service and to allow the student, the student’s instructor, and authorized administrators or staff of the Organization to review the student’s participation, progress, and completed work. Four Directions may access the records only as reasonably necessary to administer the Service, provide technical support, maintain security, or comply with applicable law. Four Directions does not use student records or submitted work for advertising or unrelated purposes.

When Four Directions maintains student information for an Organization, it does so on behalf of the Organization and only for the purposes described in these Terms and the Privacy Policy. The Organization is responsible for authorizing and supervising student accounts; keeping account information accurate and current; obtaining notices, permissions, consents, or authorizations required by applicable law; determining which personnel may access student records; responding to legally valid requests to inspect, correct, or obtain records; and removing a student from the Organization’s account when the student should no longer have access.

While the student remains an Authorized User under the Organization's account, the student's available course records and submitted assignments will remain accessible for review by the student, the student's instructor, and authorized Organization personnel. The Organization must obtain any available records it wishes to retain before removing the student's account.

When the Organization administrator removes a student as an Authorized User, Four Directions will delete or deidentify the student's account information, course records, responses, and submitted assignments within thirty (30) days. Limited copies may remain temporarily in routine system backups or may be retained when required by law, necessary to investigate a security incident, or needed to establish or defend a legal claim. Retained information will remain protected and will not be used for another purpose.

Four Directions cannot guarantee recovery or export of information after a student is removed or after access ends. The Organization is responsible for requesting and securely retaining any available records it needs before removal or expiration.

12. Ownership and Intellectual Property

Four Directions and its licensors own all right, title, and interest in the Service and its content, structure, selection, arrangement, databases, software, designs, text, graphics, curriculum, course materials, Toolkit materials, trademarks, and related intellectual property (collectively, "Four Directions Materials"), excluding Student-Created Content and third-party materials.

No license is granted to use the CollegeBound Journey®, Four Directions, or other names, logos, or marks except as expressly authorized in writing.

13. Support

During an active term, Four Directions will provide basic email support during regular business hours, technical support for access and account issues, and reasonable assistance to Organization administrators at no additional charge. Support does not include custom development, extensive data services, implementation consulting, or training unless separately purchased or agreed in writing.

14. Maintenance, Availability, and Service Changes

The Service may occasionally be unavailable because of maintenance, updates, outages, security events, or circumstances beyond Four Directions' control. When practical, Four Directions will provide reasonable notice of planned maintenance. Emergency maintenance may occur without advance notice. Four Directions does not guarantee uninterrupted or error-free access.

During an active term, Four Directions may change, suspend, replace, or discontinue a portion of the Service only when reasonably necessary for security, legal, or technical reasons and will provide reasonable notice to affected Organizations when practical. Four Directions will use reasonable efforts to avoid materially reducing the core functionality of the purchased Service during the active term.

15. Third-Party Content and Links

The Service may include links to or embedded content from third-party websites, videos, resources, colleges, scholarship providers, or other services. Four Directions does not control third-party content, availability, security, accessibility, accuracy, terms, or privacy practices. A link or reference does not constitute endorsement. Authorized Users should review the applicable third party's terms and privacy practices before using its services.

16. Educational Information and Outcomes

The Service and all information provided through it are for general educational and planning purposes. They are not legal, financial, tax, mental-health, or individualized admissions advice. Users and Organizations remain responsible for independently verifying deadlines, eligibility rules, admissions criteria, scholarship requirements, financial-aid information, and other third-party information.

Four Directions does not guarantee college admission; receipt of scholarships or financial aid; course completion; academic achievement; employment; career placement; or any other educational, personal, financial, or career outcome.

17. Suspension and Termination

Four Directions may temporarily suspend access while investigating suspected misuse, a security concern, nonpayment, or a violation of these Terms. When reasonable under the circumstances, Four Directions may request corrective action before restoring access.

Four Directions may terminate access for a serious or repeated violation, unlawful conduct, unauthorized sharing or distribution, a threat to the Service or others, or failure to pay amounts due. No refund, credit, or extension will be provided following suspension or termination for misuse or violation.

An Organization may request termination at any time, but all fees remain nonrefundable. Upon expiration or termination, all licenses and access rights end immediately, and the Organization and Authorized Users must stop using the Service and Four Directions Materials except for copies lawfully retained under an express provision of these Terms.

18. Representations, Warranties, and Disclaimers

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOUR DIRECTIONS DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

FOUR DIRECTIONS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR ANY CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, COMPLETE, CURRENT, OR SUITABLE FOR A PARTICULAR USER; THAT RESULTS WILL MEET EXPECTATIONS OR REQUIREMENTS; OR THAT ALL ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OF THE ABOVE MAY NOT APPLY.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOUR DIRECTIONS’ TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO FOUR DIRECTIONS FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOUR DIRECTIONS WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

20. Force Majeure

Four Directions will not be liable for delay, interruption, or failure to perform caused by circumstances beyond its reasonable control, including governmental action; fire; labor disruption; shortages; terrorism; civil disturbance; transportation problems; utility, power, communications, internet-service-provider, or hosting failures; failures or delays involving third-party hardware or software; denial-of-service or other cyberattacks; acts of third parties outside Four Directions' reasonable control; public-health emergencies; or natural disasters.

21. Changes to These Terms and Notices of Updates

Four Directions may update these Terms. Important updates will be communicated by email to the Organization administrator and by posting the updated Terms on the CollegeBound Journey website. Changes required for legal or security reasons may take effect immediately on the stated effective date. Other material changes will apply as stated in the notice or upon the Organization's next renewal.

The Organization is responsible for keeping its administrator email address current. Continued use after updated Terms take effect constitutes acceptance to the extent permitted by law.

22. Informal Dispute Resolution

Before either party files a lawsuit concerning these Terms or the Service, the party must send written notice describing the dispute, the relevant facts, and the requested resolution. The parties will have forty-five (45) days after receipt of the notice to attempt in good faith to resolve the dispute. This section does not prevent either party from seeking temporary or emergency injunctive relief when necessary to prevent immediate harm.

23. Formal Legal Notices

Formal legal notices to Four Directions must be sent by certified or tracked mail to the Four Directions mailing address shown on the applicable invoice. A notice is effective when delivery is confirmed. Four Directions may send formal notices to the Organization at the mailing or email address shown on the applicable invoice or associated with the Organization administrator.

24. Governing Law and Venue

These Terms are governed by the laws of the State of Minnesota, without regard to conflict-of-laws rules. Subject to Section 22, the Organization, each Authorized User, and Four Directions submit to the exclusive jurisdiction of the state and federal courts located in or serving Scott County, Minnesota.

25. General Provisions

Waiver and Remedies. No failure or delay in exercising a right under these Terms will waive that right. Except as expressly stated, remedies are cumulative and not exclusive.

Severability. If a court of competent jurisdiction finds a provision invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable and best accomplish its original purpose. The remaining provisions will remain in effect.

Assignment. The Organization and Authorized Users may not assign or transfer these Terms or their rights to the Service without Four Directions' prior written consent. Four Directions may assign these Terms in connection with a merger, reorganization, sale of substantially all relevant assets, or by operation of law.

No Third-Party Beneficiaries. These Terms do not create rights for any person or entity that is not a party to them.

Headings. Headings are for convenience only and do not affect interpretation.

Entire Agreement and Order of Precedence. These Terms, the Privacy Policy, and the applicable invoice or order constitute the agreement concerning the Service and supersede prior or contemporaneous proposals, communications, and representations concerning the same subject. If these online Terms conflict with an invoice, order form, purchase order, or separately signed contract, these online Terms control unless Four Directions expressly states in the conflicting document that a specifically identified provision of that document overrides a specifically identified provision of these Terms.

Amendments. Except for updates made under Section 21, a modification or waiver is effective only if in writing and signed by the party against whom it is asserted.

26. Survival

The provisions concerning payment obligations and nonrefundability, informal dispute resolution, governing law, venue, and formal legal notices will survive expiration or termination. Any other provision that by its nature must remain effective to give effect to those provisions will survive only to that limited extent.

27. Contact

Questions about these Terms or routine account and support matters may be submitted through the contact method listed on the CollegeBound Journey website. Formal legal notices must follow Section 23.

END OF TERMS AND CONDITIONS