

Refer-A-Wildcat Program Terms and Conditions:

ACU offers the opportunity to refer friends to ACU to pursue one of our online degrees ("Refer-A-Wildcat Program" or "Program"). We reserve the right to terminate the Program at any time for any reason.

By participating in the Program, you agree to use the Program in the manner specified in these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorized to register as a Referrer (defined below) or participate in the Program in any manner. You may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

We reserve the right to modify or amend at any time these Terms and Conditions and the methods through which Rewards are earned, and to disqualify any participant if he/she does not comply with these Terms and Conditions.

Children

No part of the Program is directed to persons under the age of 18. IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE PROGRAM AT ANY TIME OR IN ANY MANNER.

Privacy

You may participate in the Program to recommend ACU to your friends, family or colleagues (collectively "Friends"). To do this, you must necessarily submit your name and e-mail address, as well as the name(s) and e-mail address(es) of your Friend(s). We will only use your contact information in conjunction with this Refer-A-Wildcat Program and to keep you apprised of future referral programs.

When we contact your Friend(s) we will identify you as the person who made the referral and will give your Friend(s) the opportunity to learn more about. They will receive information and attention from ACU regarding application and enrollment. We will not release, sell, rent, or trade your Friend(s) contact information to any third party for the promotion of other services or products. Until your Friend(s) opt out email, you understand that ACU may send follow-up communications to encourage or remind your Friend(s) to complete the referral process.

Participation

To make a referral through the Refer-A-Wildcat Program you must be a legal resident of the United States of America and be at least 18 years old. To be eligible to receive a referral reward (described below), you must also be an ACU student, former student, or alumni and register using your ACU email address.

Any friend, family member or colleague (collectively "Friend") you refer to ACU must be a legal resident of the United States of America and be at least 18 years old. Please respect the spirit of the Program by only referring real individuals who meet these requirements.

How the Program Works

To participate, follow the on-screen instructions to refer Friends by entering their name(s) and email address(es) in the "Refer-A-Wildcat " box. Your Friend(s) will be notified of your referral by email and will be given the opportunity to learn more about ACU. If your Friend(s) accept our invitation to apply with ACU, you will be notified by email with your reward details.

You may refer any number of Friends. If you are eligible to receive rewards, however, rewards will only be provided for the first ten (10) Friends who accept your referral in a twelve (12) month period and have not been previously referred by someone else (a "Qualified Referral"). Your Friend(s) may accept your referral by following a designated link provided by ACU via email. Verbal referrals do not qualify for rewards. Please note that rewards are based on your Friend's applying to ACU. Friends submitted via Refer-A-Wildcat who have already been contacted by ACU will not be counted as a referral and participants are not eligible to earn a reward.

Rewards

If you are eligible to receive a referral reward ("Reward"), you will receive one \$25 gift card via email to the ACU Bookstore for each "qualified" Referral. Whether or not you are eligible to receive a reward, your friend(s) will receive a waiver of ACU's standard \$50 application fee.

Verification

Your eligibility to participate in the Program, the eligibility of your Friend(s) to participate, and any Rewards you earn are subject to verification and ACU may interrupt or delay the referral and Reward processes for any reason. ACU may refuse to process any referral or Reward that it deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on ACU, its employees, representatives or agents. ACU's decisions will be final and binding.

Liability

By participating in the Program, you agree to:

be bound by these Terms and Conditions, the decisions of ACU and its designees; defend, indemnify, release and hold harmless the ACU and its licensors together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Reward); and be contacted by ACU via e-mail.

ACU shall not be liable for:

late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible submissions;

software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;

data corruption, theft, destruction, unauthorized access to or alteration of submissions;

any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Reward, or from participation in the Program, that were not reasonably foreseeable to the ACU at the relevant time;

any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or

claims, demands, and damages in disputes among Program participants.

ACU disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the

Program, and reserves the right, in its discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond the ACU's control, corrupt the administration or security of the Program. ACU shall not be liable to any Program participant for failure to supply any Reward or any part thereof, by reason of any act of God, equipment failure, labor dispute, conflict, any action by any governmental or quasi-governmental entity, or any other cause beyond any of the Released Parties' control. ACU reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security or fairness of the Program has been compromised in any way.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ACU EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; ACU MAKES AND GIVES NO WARRANTY THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND ANY MATERIAL DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

Limitation of Liability and Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: ACU SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ACU WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR THROUGH THE PROGRAM; OR (v) ANY OTHER MATTER RELATING TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT POSSIBLE BY LAW, ACU'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF

THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

Participants should use the Program at their own risk.

Publicity

Your participation in the Program or acceptance of a Reward constitutes permission for ACU to use your first and last name, and city and state address for any and all promotional or advertising purposes in connection with the Program, on a worldwide basis and in all forms of media without review, permission or further compensation of any amount or kind whatsoever, where permitted by law.

Bulk Distribution ("Spam")

By submitting the email address(es) of your Friend(s), you represent that each Friend has given their prior consent to receive such messages.

Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam," in ACU's sole discretion, is expressly prohibited.. If you do not comply with the law, including anti-spam laws, you are obligated to indemnify ACU against any liabilities, costs and expenses it incurs as a result of such spam.

Fraudulent and Suspicious Behavior

ACU may prohibit you from participating in the Program or receiving a Reward if, in its sole discretion, ACU determines that you are attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair practices of intending to annoy, abuse, threaten or harass

any other users or representatives of ACU. Use of any automated system, script, or macro to participate is strictly prohibited and will result in disqualification. You may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Reward.

Suggestions

ACU appreciates hearing from Users and welcomes your comments regarding the Program. Please be advised, however, that ACU shall be entitled to unrestricted use of the creative ideas you submit for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

General Terms

These Terms constitute the entire agreement between you and ACU concerning your use of the Program. The failure of ACU to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. A person who is not a party to these Terms shall have no right to enforce or receive the benefit of any of these Terms.