



GRE Live Online Accelerated Course Enrollment Agreement

This document constitutes a binding Enrollment Agreement between PowerScore and the undersigned student ("Student") pursuant to the terms set forth below (the "Enrollment Agreement"):

A. PowerScore shall provide to Student:

- (1) All four preparatory sessions of the PowerScore GRE Live Online Accelerated Preparation Course and all other course materials that PowerScore, in its discretion, shall determine to include in its course curriculum (collectively, the "PowerScore Materials");
- (2) Notice of any schedule changes or alterations regarding the course for which Student has enrolled.

B. Student agrees:

- (1) Student will pay the full tuition as indicated in Paragraph E. Tuition Payment Policy;
- (2) Student has received a license from PowerScore for use of the PowerScore Materials, and the PowerScore Materials have not been sold to Student. The PowerScore Materials are for use only under the terms of this Agreement, and PowerScore reserves all rights not expressly granted to Student.
- (3) Student will not disrupt, disturb, or otherwise unduly interfere with the conduct of any PowerScore meeting, as determined by PowerScore.

C. Student warrants that Student is not an agent or employee of any other test preparation company and is taking the PowerScore GRE Live Online Accelerated Preparation Course solely for the purpose of increasing Student's GRE score.

D. In the event that Student breaches any of Student's promises and warranties as set forth in Paragraphs B and C herein, Student agrees that, in addition to and without limitation of any other right or remedy to which PowerScore is entitled, PowerScore may terminate Student's further participation in the PowerScore GRE Live Online Accelerated Preparation Course and may revoke Student's right to use the PowerScore Materials.

E. Tuition Payment Policy:

- (1) The total cost of the PowerScore Accelerated GRE Preparation Course is \$395 USD. To reserve a space in the PowerScore Accelerated GRE Preparation Course, Student must make payment in full.
- (2) One hundred and fifty dollars (\$150 USD) of the payment is reserved as a non-refundable course deposit.
- (3) All prices are in US Dollars.

F. Tuition Refund Policy:

Student is entitled to a refund of Student's tuition in the event that Student elects to withdraw from the PowerScore Live Online Accelerated GRE Preparation Course, subject to the following conditions:

- (1) One hundred and fifty dollars (\$150 USD) of the payment is retained as a course deposit, and is non-refundable.
- (2) Student is not entitled to any refund once Student accesses their PowerScore Online Student Center account.
- (3) PowerScore must receive notification in writing of Student's intention to withdraw from the PowerScore GRE Live Online Accelerated Preparation Course at least ten (10) full business days before Session One of Student's originally scheduled course. If notification is received by PowerScore on or before the required deadline, and Student has not accessed their PowerScore Online Student Center account, Student's tuition payment, minus the one hundred and fifty dollar (\$150 USD) non-refundable course deposit, will be refunded to Student.
- (4) Student is not entitled to any refund if written notification by Student is not received on or before the deadline referenced in Sect.(3) above.
- (5) Student is not entitled to any refund if Student enrolls in the course less than ten (10) business days prior to Session One of the course.
- (6) There is no additional refund if the licensed PowerScore Course Materials are returned.
- (7) If Student is in violation of any terms of the Enrollment Agreement, Student relinquishes the right to any refund of tuition or deposits paid.
- (8) PowerScore shall pay any refund due to any Student (pursuant and subject to conditions listed in paragraphs (1) through (8) herein), within thirty (30) business days of Student's withdrawal;

G. Transfer Policy:

Student is entitled to transfer to a later PowerScore GRE Live Online Accelerated Preparation Course, subject to the following conditions:

(1) PowerScore must receive notification in writing of Student's intention to transfer to a later PowerScore GRE Live Online Accelerated Preparation Course at least ten (10) full business days before the first day of the class;

(2) If Student transfers to a later class at any point, for contractual purposes Student's original class start date shall be considered the first day of the class in which Student originally enrolled (not the class to which Student transfers). Thus, the application of paragraphs (1) through (3) of the Tuition Refund Policy will apply to the start date of Student's original class;

(3) If notice is received by PowerScore of Student's intention to transfer from the PowerScore GRE Live Online Accelerated Preparation Course on or after the tenth to last business day before the first day of the class but prior to the first day of the class, there will be a \$75 administrative fee added to a student's account for that transfer, and for every subsequent transfer. In order to transfer, Student's entire tuition balance must be paid in full;

(4) No transfer can be enacted after the start of class under any circumstance.

(5) Except for the modification noted in paragraph (2) above, all other provisions of the Tuition Refund Policy apply to a transferring Student.

H. Returning Student Policy:

Subject to availability, Student is entitled to re-enroll in the PowerScore Live Online Accelerated GRE Preparation Course if Student is, for any reason, not completely satisfied with Student's test performance. The re-enrollment fee is \$200 USD. Student's right to re-enroll is valid for a period of two (2) years from the date of Student's original enrollment for a total of no more than two (2) repeat classes.

I. PowerScore Services Policies:

(1) Online Student Center access begins upon enrollment and expires six months after the completion of the course.

(2) Adobe Connect access begins two business days prior to the start of class and expires six months after the completion of the course.

(3) Email Assistance access begins on the business day following your course and ends after the first official GRE exam following your course.

(4) Student understands that PowerScore may limit Email Assistance usage.

J. PowerScore Course Materials Policy:

Student has received a license from PowerScore for use of the PowerScore Materials, and the PowerScore Materials have not been sold to Student. The PowerScore Materials are for use only under the terms of this Agreement, and

(1) The PowerScore Materials are the sole and exclusive property of PowerScore. Student has received a license from PowerScore for use of the PowerScore Materials, and the PowerScore Materials have not been sold to Student. PowerScore reserves all rights not expressly granted to Student. Student shall use the PowerScore Materials for the sole purpose of preparing for the GRE.

(2) Student shall not copy or cause to be copied or reproduced in any way, form, or manner, electronic or otherwise, any of the PowerScore Materials;

(3) Student will keep the PowerScore Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal the PowerScore Materials or their contents, to any other person or entity.

K. Any check written by Student and returned unpaid for any reason is subject to a fifty dollar (\$50) service fee. Any disputed charge filed with and then rated valid by the credit card company used by Student is subject to a fifty dollar (\$50) service fee. Any enrollment balance not paid in full by Student on or before 8:00 p.m. EST, three (3) business days before the first day of class is subject to a fifty dollar (\$50) service fee.

L. Any disputes, claims, or actions arising out of this Enrollment Agreement shall be governed by the laws of the State of South Carolina. Student agrees to submit to personal jurisdiction in Berkeley County, South Carolina to resolve any such dispute. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

M. Student acknowledges that:

(1) Student has read, understands, and agrees to the terms of this Enrollment Agreement;

(2) PowerScore has made no statements, representations, promises or guarantee as to Student's performance on the GRE, including Student's score or percentile;

(3) PowerScore classes are subject to change or cancellation.

(4) PowerScore is not responsible for any accrued parking fees (if applicable).

(5) There will be a fifty dollar (\$50) service fee added to any accounts that are not paid in full by 8:00 p.m. EST, three business days before the first day of class.

(6) No recording or recording devices are permitted.

(7) PowerScore is not responsible for any delay in performance or failure to perform, if that delay or failure results from conditions beyond PowerScore's reasonable control, including but not limited to inclement weather, mechanical or electronic problems, communications failure, and/or any other cause beyond PowerScore's reasonable control.