



LSAT On Demand Course with Tutor Boost 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) Access to all preparatory sessions of the PowerScore LSAT On Demand 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) Two hours of LSAT Live Online tutoring as prepaid by Student with a PowerScore Tutor.
- (3) Notice by the PowerScore Tutor of any tutoring session changes or alterations regarding the tutoring program for which Student has enrolled.

B. Student agrees:

Student has received a license from PowerScore for use of the PowerScore Materials and PowerScore LSAT On Demand Course content, 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.

C. Student warrants that Student is not an agent or employee of any other test preparation company and has purchased the PowerScore LSAT On Demand Course Preparation Course solely for the purpose of increasing Student's LSAT 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 LSAT On Demand Course with Tutoring and may revoke Student's right to use the PowerScore Materials.

E. Tuition Payment Policy:

To enroll, Student must make initial payment in full. The initial subscription enrollment payment is \$595 USD, which includes course materials to be shipped to Student, thirty day's access to online content of the course, and two hours of Live Online Tutoring. Thereafter, Student's credit card will be automatically be charged \$195 USD once every 30 days until PowerScore receives notification that Student cancels subscription.

F. Cancellation Policy

- (1) Student must notify PowerScore to cancel monthly subscription payment. If a payment is not successfully settled, PowerScore may cancel your enrollment and your subscription.
- (2) For a Student currently being tutored who needs to reschedule or cancel an appointment with a PowerScore Tutor, Student must notify either PowerScore or the PowerScore Tutor one business day prior to the scheduled session. Otherwise, Student will be charged for the scheduled session.

G. Hour Expiration Policy

The two hours of Live Online Tutoring must be completed within one (1) calendar year of the original purchase date. If the hours are not completed within one calendar year, Student forfeits the remaining hours, and no refund is due to the Student.

H. Refund Policy:

- (1) The LSAT On Demand Course is completely non-refundable and non-returnable upon purchase.
- (2) If Student cancels subscription before the end of a subscription period, there will be no prorated refund provided.
- (3) Student will receive a refund of \$245 USD if the Student requests a refund of the two hours of Live Online Tutoring before Tutoring begins.
- (4) If PowerScore cannot provide the Student with a Live Online Tutor, the Student will receive a refund of \$245 USD.
- (5) Once the Student begins Live Online Tutoring with a PowerScore Tutor, there are no prorated refunds for any Live Online Tutoring hours not completed.
- (6) The two hours of Live Online Tutoring are nonrefundable if the hours are not completed with one calendar year of the original purchase date.
- (7) Funds paid for the LSAT On Demand Course with Tutor Boost will not be refunded or applied to a different PowerScore service under any circumstance.

- (8) Completed hours are non-refundable under any circumstances.
- (9) There is no additional refund if the PowerScore Materials are returned.

I. PowerScore Services Policies:

(1) The PowerScore LSAT On Demand Course access begins immediately upon purchase and expires upon cancellation of Student's subscription.

J. Returning Student Policy:

Student may reinstate subscription for \$195 USD per 30 day period.

K. 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 and PowerScore LSAT On Demand Course content 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 LSAT.

(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 or PowerScore LSAT On Demand Course content;

(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.

L. Any check written by Student and returned unpaid for any reason shall be 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.

M. 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.

N. Student acknowledges:

(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 LSAT, including Student's score or percentile.

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

(4) 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.