



PowerScore GRE Private Tutoring 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”):

PowerScore shall provide to Student:

- (1) The number of GRE tutoring hours as prepaid by Student with a PowerScore Tutor and the tutoring materials that PowerScore, in its discretion, shall determine to include in its tutoring curriculum (collectively, the “PowerScore Materials”);
- (2) Notice by the PowerScore Tutor of any tutoring session changes or alterations regarding the tutoring program for which Student has enrolled.

B. Student agrees:

- (1) Student will pay the full amount of the tutoring before the first tutoring session begins or before additional tutoring hours commence;
- (2) The PowerScore Materials are the sole and exclusive property of PowerScore, and Student will use the PowerScore Materials for the sole purpose of preparing for the GRE;
- (3) 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;
- (4) 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;
- (5) Student will not disrupt, disturb, or otherwise unduly interfere with the conduct of any PowerScore tutoring session, as determined by PowerScore.

C. Student warrants that Student is not an agent or employee of any other test preparation company and is enrolled in the PowerScore GRE Tutoring Program 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 Tutoring Program and may revoke Student’s right to use the PowerScore Materials.

E. Payment Policy:

- (1) The total cost of the PowerScore GRE Tutoring Program depends on the number of tutoring hours booked. To receive PowerScore GRE Tutoring, Student must pay the full amount before the first tutoring session.
- (2) All prices listed are in US Dollars.

F. Cancellation Policy

- (1) PowerScore must receive written notification of the Student’s intention to withdraw from tutoring one business day prior to the initial tutoring session. If notification is received by PowerScore prior to one business day before the tutoring sessions and PowerScore Materials have not been shipped to the Student, a refund of the entire tutoring fee less a fifty dollar (\$50.00) non-refundable administrative fee will be arranged. If materials have been shipped, the refund will be less the specified materials cost and the fifty dollar (\$50.00) non-refundable administrative fee.

(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

All hours purchased 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. Tutoring Refund Policy

The Student is entitled to a refund of the tutoring fee(s) in the event the Student elects to withdraw from the PowerScore GRE Tutoring Program, subject to the following conditions:

(1) If **Open-Ended Tutoring Hours** have been purchased and a refund is requested for the remaining unused hours, the following items' cost will be deducted from the amount paid:

- The tutoring hour(s) used at price paid by Student
- A non-refundable administration fee - \$50.00

(2) If the **5-Hour Private Tutoring Package** has been purchased and a refund is requested for the remaining unused tutoring hours, the following items' cost will be deducted from the cost of the package:

- The tutoring hour(s) used at \$150.00 per hour
- The cost of the Accelerated Course Book- \$200.00
- The cost of the GRE Official Guide Book- \$30.00
- A non-refundable administration fee - \$50.00

(3) If the **10-Hour Private Tutoring Package** has been purchased and a refund is requested for the remaining unused tutoring hours, the following items' cost will be deducted from the cost of the package:

- The tutoring hour(s) used at \$150.00 per hour
- The cost of the Accelerated Course Book - \$200.00
- The cost of the GRE Official Guide Book- \$30.00
- A non-refundable administration fee - \$50.00

(4) If the **20-Hour Private Tutoring Package** has been purchased and a refund is requested for the remaining unused tutoring hours, the following items' cost will be deducted from the cost of the package:

- The tutoring hour(s) used at \$150.00 per hour
- The cost of the Full-Length Course Books - \$275.00
- The cost of the GRE Official Guide Book- \$30.00
- A non-refundable administration fee - \$50.00

(5) If the **30-Hour Private Tutoring Package** has been purchased and a refund is requested for the remaining unused tutoring hours, the following items' cost will be deducted from the cost of the package:

- The tutoring hour(s) used at \$150.00 per hour
- The cost of the Full-Length Course Books - \$275.00
- The cost of the GRE Official Guide Book- \$30.00
- A non-refundable administration fee - \$50.00

(5a) If the tutor becomes unavailable prior to tutoring and materials have been shipped, the Student will receive a full refund provided the Student agrees to return **all** materials included in Package in their original, unused condition.

(5b) If the Student fails to return any material(s), the Student's refund will reflect the cost of the material(s) not returned as itemized below. **Used items may not be returned. Any used item returned to PowerScore will not be credited.**

- \$275.00 for the PowerScore Full Length Course Books
- \$200.00 for the PowerScore Accelerated Course Book

- \$28.00 for the GRE Official Guide Book
- (6) PowerScore shall pay any refund due to any Student (pursuant and subject to Paragraphs herein), within thirty (30) business days of Student's withdrawal.
- (7) Completed hours are non-refundable under any circumstances.
- I. 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.
- J. 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.
- K. **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 tutoring sessions are subject to change or cancellation.