

Admissions Consulting Program Terms and Conditions

This document constitutes a binding Enrollment Agreement between PowerScore and the student enrolled in any of its Admissions Consulting Programs or Services ("Student") pursuant to the terms set forth below (the "Consulting Agreement"):

- A.** PowerScore shall provide to Student the number of Admissions Consulting hours as prepaid by Student and/or the services stipulated in the Admissions Consulting package, with a PowerScore Admissions Consultant, and all other Admissions Consulting Materials (in printed, electronic, or any other form) which PowerScore shall, at its sole discretion, determine to be included in its Admissions Consulting program (collectively, the "PowerScore Materials"). PowerScore shall also provide to the student notice by the PowerScore Admissions Consultant of any changes or alterations to the consulting program in which Student has enrolled.
- B.** The total cost of the PowerScore Admissions Consulting Program depends on the number of Admissions Consulting hours booked or the package purchased. Student agrees to pay the full amount before the first Admissions Consulting session or before additional Admissions Consulting hours commence.
- C.** Student warrants that Student is not an agent or employee of any other test preparation company and is enrolled in the PowerScore Admissions Consulting Program solely for the purpose of preparing for the admissions application process.
- D. Student agrees to the following:**
- (1)** Student will pay the full amount of the selected Admissions Consulting package prior to beginning the first consulting session;
 - (2)** The PowerScore Materials are the sole and exclusive property of PowerScore, and Student will use the PowerScore Materials for the sole purpose of creating and preparing his or her admissions applications, essays, statements and/or addenda (as applicable);
 - (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 admissions consulting session, as determined by PowerScore.
- E.** In the event that Student breaches any of Student's promises and warranties as set forth in Paragraphs C and D 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 Admissions Consulting Program.
- F. Consultant/Editor Assignment and Document Processing Time**
- It may take up to three (3) business days to assign the Student to a consultant and/or editor, regardless of the package or number of hours purchased. For "Evaluation and Critique" packages (with any applicable "add-ons"), up to an additional twenty-four (24) hours must be allowed for document processing once the student has sent in the documents to be reviewed to PowerScore. Please note that documents received by PowerScore on Saturdays or Sundays may not be processed until the following Monday. Any stated guaranteed turnaround times do *not* include document processing time.
- G. Admissions Consulting Package Inclusions**
- (1)** The standard **Law School Full Application Package** includes assistance with up to fifteen (15) law school applications, including: personal statement(s), résumé, letter of recommendation reviews (up the number required in the application), transcript review, LSAC Credential Assembly guidance, supplemental essays, addenda, financial aid guidance, joint degree guidance, international student assistance, general law school application guidance, and school selection guidance.
 - (2)** The standard **Law School Post Application Package** includes assistance with up to fifteen (15) school interview preparations, letters of continued interest, and scholarship reconsideration assistance.
 - (3)** The standard **Law School Full Personal Statement** includes one (1) personal statement. Additional personal statement, résumé, supplemental essay, and/or addendum assistance must be purchased separately.
 - (4)** The **Law School Personal Statement Evaluation and Critique** both include a written evaluation of one (1) personal statement. Additional personal statement, résumé, supplemental essay, and/or addendum reviews must be purchased separately.
- H. Notice Regarding Evaluation and Critique packages**
- Both "Evaluation and Critique" packages (**Law School Personal Statement Evaluation and Critique**) include written evaluations *only*, and do *not* include discussion or "face-to-face" time with an admissions consultant or essay editor. Discussion or "face-to-face" time with a consultant or editor must be purchased separately.
- I. Cancellation Policy**
- (1)** **If the Student is enrolled in a "Full", "Start-to-Finish", "Post Application", or Hourly Admissions Consulting package, or has purchased Open-Ended Admissions Consulting hours, PowerScore must**

receive written notification of the Student's intention to withdraw from Admissions Consulting *before* the initial Admissions Consulting session, by sending an email to admissions@powerscore.com. If notification is received by PowerScore prior to the first Admissions Consulting session, a refund of the entire Admissions Consulting fee less a fifty dollar (\$50.00) non-refundable administrative fee will be arranged.

- (2) **If the Student is enrolled in an "Evaluation and Critique" package**, PowerScore must receive written notification of the Student's intention to withdraw from the program before the Student sends and PowerScore receives the documents to be evaluated. Documents are considered to be the essay(s) the Student wishes to have evaluated. If this notification is received by PowerScore before any documents have been received by PowerScore, the Student is entitled to a full refund of the package cost minus a \$50 non-refundable administration fee. If this notification is received by PowerScore after the documents have been received, no refund is available.
- (3) **If the Student is enrolled in "Open-Ended" Admissions Consulting hours** and needs to reschedule or cancel an appointment with a PowerScore Admissions Consultant, the Student must notify either PowerScore or the PowerScore Admissions Consultant *one business day prior* to the scheduled session. Otherwise, Student will be charged for the scheduled session in the amount of one (1) hour deducted from Student's account.

J. Hour and Package Expiration Policy

All Admissions Consulting hours and/or package(s) purchased must be completed within one (1) calendar year of the original purchase date. If the hours and/or package(s) are not completed within one calendar year, Student forfeits the cost of the unused hour(s) and/or package(s), and no refund is due to the Student.

- (1) If the Student is enrolled in the **Law School Full Application Package**, all 15 applications included apply to a single admissions cycle only, within the one-year expiration date.
- (2) If the Student is enrolled in the **Law School Post Application Package**, all 15 applications included apply to a single admissions cycle only, within the one-year expiration date.
- (3) If the Student is enrolled in the **Full Personal Statement Package**, the one full essay included applies to a single admissions cycle only, within the one-year expiration date.

K. Admissions Consulting Refund Policy

- (1) **If the Student is enrolled in "Open-Ended" Admissions Consulting hours**, the Student is entitled to a refund of the consulting fee(s) in the event the Student elects to withdraw from the PowerScore Admissions Consulting Program *after* the first Admissions Consulting session has taken place, subject to the following conditions:

- a. If **Law School Open-Ended (Hourly) Admissions Consulting** has been purchased, and a refund is requested for the remaining unused consulting hours, the hours already used by the Student will be converted to \$275/hour and subtracted from the amount paid by the Student. The final refund amount will be found by the following formula: (Amount paid by Student) – (Hours used x \$275) – (\$50 non-refundable administrative fee) = Refund. This policy also applies to Students who purchase non-package, single hours at a discounted or promotional rate.
- b. The number of hours used as stipulated by the Student is subject to verification with the Student's Consultant and the PowerScore Payroll Department.

- (2) **If the Student is enrolled in a "Full", "Post Application", or "Evaluation and Critique" Admissions Consulting package**, the Student is entitled to a refund of the consulting fee(s) in the event the Student elects to withdraw from the PowerScore Admissions Consulting Program, subject to the following conditions:

- a. If the **Law School Full Application Package** (with any applicable add-ons) has been purchased and a refund is requested, PowerScore must receive written notification of the Student's intention to withdraw from the program **before the first consulting session takes place**. *A consulting session is considered to be any email, phone call, document exchange, or communication between the Student and the Consultant that takes place after the assignment process has been completed, and the Student has paid for the package.* If this notification is received by PowerScore before the first consulting session takes place, the Student is entitled to a full refund of the package cost *minus* a \$50 non-refundable administration fee. If this notification is received by PowerScore after the first consulting session has taken place, no refund is available.
- b. If the **Law School Full Personal Statement** (with any applicable add-ons) has been purchased and a refund is requested, PowerScore must receive written notification of the Student's intention to withdraw from the program **before the first consulting session takes place**. *A consulting session is considered to be any email, phone call, document exchange, or communication between the Student and the Consultant that takes place after assignment process has been completed, and the Student has paid for the package.* If this notification is received by PowerScore before the first consulting session takes place, the Student is entitled to a full refund of the package cost *minus* a \$50 non-refundable administration fee. If this notification is received by PowerScore after the first consulting session has taken place, no refund is available.
- c. If the **Law School Post Application Package** (with any applicable add-ons) has been purchased and a refund is requested, PowerScore must receive written notification of the Student's intention to withdraw from the program **before the first consulting session takes place**. *A consulting session is considered to be any email, phone call, document exchange, or communication between the Student and the Consultant that takes place after assignment process has been completed, and the Student has paid for the package.* If this notification is received by PowerScore before the first consulting session takes place, the Student is entitled to a full refund of the package cost *minus* a \$50 non-refundable administration fee. If this notification is received by PowerScore after the first consulting session has taken place, no refund is available.
- d. If the **Law School Personal Statement Evaluation and Critique package** (with any applicable add-ons) has been purchased and a refund is requested, PowerScore must receive written notification

of the Student's intention to withdraw from the program **before the Student sends and PowerScore receives the documents to be evaluated**. *Documents are considered to be the essay(s) the Student wishes to have evaluated.* If this notification is received by PowerScore before any documents have been received by PowerScore, the Student is entitled to a full refund of the package cost *minus* a \$50 non-refundable administrattion fee. If this notification is received by PowerScore after the documents have been received, no refund is available.

- (3) If the selected Admissions Consulting package becomes unavailable after payment has been made and before any consulting takes place, the Student will receive a full refund upon the return of all PowerScore Materials (if applicable), within a reasonable amount of time, in their original, unused condition as received.
- (4) PowerScore shall pay any refund due to any Student (pursuant and subject to Paragraphs herein), within thirty (30) business days of Student's withdrawal.

L. Notice Regarding the 48-Hour RUSH add-on option

(1) If a **48-Hour RUSH add-on** option is purchased with the Full Application Package or Post Application Package, it only applies to applications included with the package and discussed at the time of purchase. Another RUSH add-on will need to be purchased if additional applications included within the 15 application limit require 48-Hour urgency later in the cycle.

(2) All **RUSH add-on** services are subject to the availability of the consultant.

- M. 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.
- N. Any disputes, claims, or actions arising out of this Enrollment Agreement shall be governed by the laws of the State of Texas. Student agrees to submit to personal jurisdiction in Dallas County, Texas 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.
- O. PowerScore makes no statements, representations, promises or guarantee as to Student's ability to gain admission to any law or graduate school.
- P. PowerScore Admissions Consulting sessions are subject to change or cancellation.
- Q. All prices listed are in US Dollars.
- R. 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, student reply times, delays in receiving documents from third parties (such as recommendations and transcripts), and/or any other cause beyond PowerScore's reasonable control.

If you have any questions about these terms and conditions, or need to contact the PowerScore Admissions Consulting Department in writing, please send an email to admissions@powerscore.com.