

## **PowerScore LSAT 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"). This Enrollment Agreement governs the Student's enrollment in the PowerScore LSAT offerings identified at checkout, including LSAT Live Online, LSAT On Demand, Starter Access, LSAT Self-Study, and Analytics, and, where applicable, LSAT Essentials, LSAT Premium, and LSAT Elite for existing or renewing Students.

The product-specific terms below apply first to the extent applicable to the Student's selected offering. The general terms that follow apply to all enrollments except to the extent a product-specific term expressly controls.

### **I. Product-Specific Terms**

#### **A. LSAT Live Online Product-Specific Terms**

This Section A applies when the Student enrolls in a fixed-start LSAT Live Online Course identified at checkout as a Live Online class. If there is a conflict between this Section A and any general term below, this Section A controls the Live Online Course.

1. The total price of the LSAT Live Online Course is \$995 USD.
2. To reserve a seat, the Student must pay the full course tuition at enrollment unless PowerScore expressly offers a different payment arrangement in writing.
3. Enrollment in the LSAT Live Online Course also requires an active LSAC LawHub subscription. LSAC LawHub is provided by LSAC and purchased separately from LSAC and is subject to LSAC's terms and pricing. The current LSAC LawHub price is \$120, but that amount may change and is not included in the PowerScore tuition.
4. The Student may cancel enrollment and receive a 100% refund of tuition paid, less a \$50 administrative fee, only if PowerScore receives the cancellation request at least ten (10) business days before Lesson 1 of the Student's originally scheduled Live Online Course.
5. No refund is available if PowerScore does not receive the Student's cancellation request on or before the tenth (10th) business day prior to Lesson 1 of the Student's originally scheduled Live Online Course.
6. No refund is available if the Student enrolls in the Live Online Course fewer than ten (10) business days before Lesson 1.
7. No refund is available once the Student has accessed the Study Plan associated with the Live Online Course.
8. No additional refund is available for any unused portion of the Live Online Course, for any returned or unused materials, or because the Student does not attend all or any portion of the course.
9. If the Student is in violation of this Enrollment Agreement, the Student may forfeit any refund otherwise available to the extent permitted by applicable law.
10. If PowerScore receives a transfer request at least ten (10) business days before Lesson 1 of the Student's originally scheduled Live Online Course, no transfer fee applies for the first transfer.
11. Any subsequent transfer of a Live Online enrollment incurs a \$75 USD transfer fee.
12. If PowerScore receives a transfer request fewer than ten (10) business days before Lesson 1, but before Lesson 1 of the originally scheduled Live Online Course, the Student may transfer by paying a \$75 USD transfer fee.
13. If the Student transfers to a later Live Online Course, for contractual purposes the original course start date remains the date of Lesson 1 of the Live Online Course in which the Student originally enrolled, and the refund rules above continue to be applied by reference to that date.

14. No transfer may be made after Lesson 1 of a Live Online Course. After Lesson 1, the Student may instead enroll in a future Live Online Course at the reduced repeater fee of \$595 USD, subject to availability and then-current policies.
15. Transfers under this Section A.1 may only be applied to another LSAT Live Online Course. Payments may not be applied to a different course type.
16. Online access to the Live Online Course materials and Study Plan begins upon enrollment and expires 120 days after the course start date (Lesson 1).
17. Access to the Live Online virtual classroom platform, including Adobe Connect, begins two (2) business days prior to the start of class and expires 120 days after the course start date.
18. Archive reinstatement or extension for the Live Online Course is available for \$99 USD per month and includes access to the master archive of lesson recordings and the Student's associated Study Plan for the Live Online Course.

### **B. LSAT On Demand Product-Specific Terms**

Section B applies when the Student enrolls in the LSAT On Demand Course identified as such at checkout. If there is a conflict between Section B and any general term below, Section B controls for the LSAT On Demand Course.

1. The LSAT On Demand Course is offered as a subscription for \$99 USD per month.
2. By enrolling, the Student authorizes PowerScore to charge the \$99 USD monthly subscription fee to the payment method on file on a recurring basis unless and until the Student cancels in accordance with the cancellation terms below.
3. The Students enrolled in Starter Access, LSAT Self-Study, or Analytics may upgrade to the LSAT On Demand Course, where PowerScore offers that upgrade path.
4. The LSAT On Demand Course may not be upgraded to any other course type; upgrades flow into On Demand, not out of it.
5. Except as expressly stated in this Section B, including pricing, subscription billing, upgrade rules, and any promotional pricing disclosed at checkout, the refund, cancellation, access, and related policies for the LSAT On Demand Course are those described in the Cancellation Policy, Refund Policy and PowerScore Service policies sections of the Enrollment Agreement. .
6. Access to the LSAT On Demand Course begins immediately upon purchase or upgrade and continues until the end of the then-current paid subscription period unless earlier terminated under this Enrollment Agreement.

### **C. Starter Access, LSAT Self-Study, Product -Specific Terms**

This Section C applies to Starter Access, LSAT Self-Study, and Analytics. If there is a conflict between this Section C and any general term below, this Section C controls for the applicable product.

1. Starter Access is offered at the price, if any, displayed at checkout.
2. LSAC LawHub is not required for Starter Access. Any prior reference to a required \$120 LSAC fee does not apply to Starter Access and is superseded by this Section C.
3. Starter Access begins when the Student enrolls in or activates the product and continues for seven (7) days, unless a different duration is expressly shown at checkout for a specific promotional Starter offer.
4. Subject to any additional conditions disclosed at checkout, Starter Access, the Students may upgrade to LSAT Self-Study, LSAT On Demand, or other eligible Subscription Tiers as described in the applicable LSAT course terms.
5. LSAT Self-Study is offered at no fee.

6. LSAC LawHub access is not required for LSAT Self-Study.
7. LSAT Self-Study is governed by terms identical to Starter Access, except that access lasts twelve (12) months from enrollment or activation instead of seven (7) days.
8. LSAT Self-Study is included as a possible upgrade path after Starter Access, wherever PowerScore offers an upgrade from Starter Access.

#### D. Analytics

1. This Section D applies when the Student enrolls in Analytics as identified at checkout. If there is a conflict between Section D and the general subscription terms above, Section D controls for Analytics.
2. The first-month fee for Analytics is \$49 USD, or such other first-month promotional fee as expressly disclosed at checkout.
3. After the first month, Analytics renews automatically at \$35 USD per month, or such other renewal price as clearly disclosed to the Student at checkout before purchase.
4. If Analytics is offered as an automatically renewing subscription, the Student authorizes PowerScore to charge the applicable Analytics subscription fee to the Student's payment method on a recurring basis until the Student cancels.
5. Before completion of enrollment in Analytics, PowerScore will disclose the first-month promotional price, the renewal price, the renewal cadence, and how to cancel in a form that the Student can retain.
6. Cancellation and refund rules for Analytics follow the general Cancellation Policy and Refund Policy in this Enrollment Agreement, except where a more specific Analytics term is disclosed at checkout or in Section D

#### E. LSAT Subscription Tiers (Essentials, Premium, Elite)

This Section E applies only to existing or renewing enrollments in LSAT Essentials, LSAT Premium, and LSAT Elite. These legacy tiers may not be available for new enrollment. For Students with active or renewing enrollments in these tiers, the applicable pricing, billing frequency, included features, and renewal terms are those displayed at checkout at the time of enrollment or as otherwise properly disclosed in a renewal notice or updated checkout flow, subject to applicable law.

The table below summarizes the legacy LSAT subscription tiers that may continue to apply for existing or renewing Students.

| SUBSCRIPTION TIER | CORE INCLUDED FEATURES   | FORMAT / DELIVERY                                 | SPECIAL NOTES  |
|-------------------|--|---|--|
| LSAT Essentials   | On-demand LSAT course content, practice materials, drills, analytics, and related digital study tools are included in the tier.                              | Primarily digital / on demand.                    | Does not include live online classes unless expressly stated at checkout.              |
| LSAT Premium      | Includes all Essentials features plus live online classes, proctored testing, office hours, study groups, and related live programming included in the tier. | Digital / on demand plus live online programming. | Live features are subject to scheduling, attendance limits, and platform availability. |

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| LSAT Elite | Includes all Premium features plus personalized study planning, tutoring, and any additional high-touch services stated at checkout. | Digital / on demand plus live online programming and tutoring. | Tutoring and personalized services are subject to scheduling availability and any session-use rules disclosed at checkout. |
|------------|--|--|--|

## II. General Terms Applicable to All Enrollments

The following general terms apply to all Students and all offerings under this Enrollment Agreement, except to the extent a product-specific term above expressly states otherwise.

### A. PowerScore Shall Provide to the Student

1. Access to the Subscription Tier selected by the Student at checkout, together with such educational content, study tools, live instruction, tutoring services, analytics, digital resources, and course materials as PowerScore determines to include with that Subscription Tier (collectively, the "PowerScore Materials").
2. Notice of any material changes to scheduled live sessions, office hours, tutoring appointments, or other included programming for the enrolled Subscription Tier.
3. Access to online materials beginning as described at checkout or in the Student's account and continuing for the applicable access period or subscription period.

### B. Student Agrees

1. The Student will pay the fees for the selected Subscription Tier and any add-ons as indicated at checkout and in Paragraph B.5 below.
2. The Student receives a limited, personal, revocable, non-transferable license to use the PowerScore Materials solely for the Student's own LSAT preparation and only under the terms of this Enrollment Agreement.
3. The Student will not disrupt, disturb, or otherwise unduly interfere with any PowerScore class, tutoring session, office hours, platform, group session, or related activity.
4. The Student will not copy, reproduce, distribute, share, upload, post, sell, sublicense, summarize for redistribution, scrape, or otherwise disclose the PowerScore Materials except as expressly permitted by PowerScore.
5. The Student will comply with any reasonable technical, scheduling, attendance, or participation requirements applicable to live classes, group sessions, tutoring, or related services included in the selected Subscription Tier.

### C. Student Warrants

The Student is not an agent or employee of any other test preparation company and is enrolling solely to prepare for the LSAT.

### D. Remedies for Breach

If the Student breaches any of the Student's promises or warranties under this Enrollment Agreement, PowerScore may suspend or terminate the Student's participation in the applicable Subscription Tier or related service, revoke the Student's right to use the PowerScore Materials, cancel future scheduled services, and exercise any other rights or remedies available under this Enrollment Agreement or applicable law.

### E. Subscription Tier Pricing and Payment Policy

1. The Student's Subscription Tier, price, billing frequency, promotional pricing, and included features shall be the terms displayed at checkout at the time of enrollment.

2. By enrolling in a subscription-based offering, the Student authorizes PowerScore to charge the applicable subscription fee to the Student's payment method on a recurring basis at the disclosed billing interval unless and until the Student cancels in accordance with this Enrollment Agreement.
3. Before completing enrollment, the Student will be presented with a summary of the applicable price, billing frequency, when access begins, how cancellation works, whether any no-proration rule applies, and any material feature limitations or prerequisites. By completing enrollment, the Student acknowledges receipt of those disclosures.
4. If a payment is declined, reversed, charged back, or not successfully settled, PowerScore may suspend or cancel the Student's enrollment and access.
5. To the extent a Subscription Tier requires any third-party service or product, that requirement will be disclosed at checkout or in the applicable product terms. Unless expressly stated otherwise for a specific offering, third-party products or services are purchased separately and are subject to the third party's own terms and pricing.

#### **F. Cancellation Policy**

1. For subscription-based Subscription Tiers, the Student may cancel at any time before the next renewal date to avoid the next recurring charge, using the cancellation method provided in the Student's account or purchase confirmation.
2. Cancellation stops future recurring charges only and does not retroactively cancel the current billing period.
3. If a payment is not successfully settled, PowerScore may suspend or cancel the Student's enrollment and subscription access.
4. If a Subscription Tier or promotional offer is sold on a non-subscription, fixed-term basis, the cancellation rules displayed at checkout for that offering shall apply.

#### **G. Refund Policy**

1. Except as expressly stated at checkout, in a product-specific section above, or where required by applicable law, subscription fees are non-refundable once the applicable billing period begins.
2. If the Student cancels before the end of a subscription period, there will be no prorated refund for the unused portion of that billing period unless required by applicable law.
3. Funds paid for one Subscription Tier or service will not be applied to a different PowerScore service except where PowerScore expressly agrees otherwise in writing, where a stated upgrade path applies, or where required by applicable law.
4. There is no additional refund if any PowerScore Materials are returned, unused, or not fully utilized by the Student.
5. Product-specific refund rules for offerings such as Live Online courses, special promotions, or fixed-start-date programs are set forth above and will control to the extent they differ from this Paragraph B.7.

#### **H. Upgrades, Downgrades, and Product Transfers**

1. PowerScore may offer upgrade paths among Subscription Tiers or from introductory products into subscription tiers. Any available upgrade path, price credit, and eligibility condition will be described at checkout or in the applicable product terms.
2. Unless expressly stated otherwise, enrollment in one Subscription Tier does not automatically entitle the Student to transfer payment to another Subscription Tier or product type.
3. Product-specific transfer rules, including any transfer fees or start-date rules applicable to fixed-start programs such as Live Online courses, are governed by the applicable product-specific section above.

#### **I. PowerScore Services Policies**

1. Access to the selected Subscription Tier begins immediately upon purchase or upgrade unless otherwise stated at checkout and continues for the applicable subscription period or access term.
2. For Subscription Tiers that include live classes, office hours, tutoring, or similar live services, such services are subject to scheduling, instructor availability, platform availability, attendance limits, and reasonable operational changes.
3. After enrollment, PowerScore may send the Student a confirmation email or other retainable notice summarizing the key subscription terms, including price, renewal interval, included tier, and how to cancel.

#### **J. Returning Student / Re-Subscription Policy**

If the Student's subscription ends, the Student may re-subscribe at the then-current price and under the then-current terms, subject to availability and any stated promotional limitations.

#### **K. PowerScore Course Materials Policy**

1. The PowerScore Materials are licensed, not sold, and remain the sole and exclusive property of PowerScore and its licensors.
2. The Student shall use the PowerScore Materials only for the Student's own LSAT preparation and shall keep them confidential.
3. The Student shall not copy or cause the PowerScore Materials to be copied or reproduced in any way, whether electronic or otherwise.
4. The Student shall not sell, auction, loan, rent, give away, describe, summarize for redistribution, or otherwise reveal the PowerScore Materials or their contents to any other person or entity.

#### **L Student acknowledges that**

1. The Student has read, understands, and agrees to the terms of this Enrollment Agreement.
2. PowerScore has made no statements, representations, promises, or guarantees, express or implied, regarding the Student's LSAT score, percentile, admission outcome, or any other result.
3. PowerScore offerings, schedules, instructors, tutoring availability, platforms, and included features are subject to reasonable change or cancellation.
4. PowerScore is not responsible for any delay in performance or failure to perform resulting from conditions beyond PowerScore's reasonable control, including severe weather, mechanical or electronic problems, platform outages, communications failures, illness, and similar events.
5. Any disputed charge that is determined in PowerScore's favor, or any returned payment, may be subject to a \$50 USD service fee, to the extent permitted by applicable law.
6. This Enrollment Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-laws principles. The Student agrees that any disputes, claims, or actions arising out of this Enrollment Agreement shall be brought exclusively in the state or federal courts located in Texas, except to the extent applicable law provides otherwise.