



## The PowerScore LSAT Testing and Analytics Subscription Purchase Agreement

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

**A. PowerScore shall provide to Student:**

(1) Electronic access to the PowerScore LSAT Testing and Analytics Subscription Content, beginning immediately upon purchase of access.

**B. Student agrees:**

Student has received a license from PowerScore for use of the PowerScore LSAT Digital Test Interface and Analytics Subscription Content, and the PowerScore Digital Test Interface and Analytics Subscription Content have not been sold to Student. The PowerScore Digital Test Interface and Analytics Subscription Content are for use only under the terms of this Agreement, and PowerScore reserves all rights not expressly granted to Student.

C. In the event that Student breaches any of Student's promises and warranties as set forth in Paragraphs B 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 access to the PowerScore LSAT Digital Test Interface and Analytics Subscription.

D. In order to view actual LSAT® content via the PowerScore LSAT Digital Test Interface and Analytics Subscription, Student must acquire and maintain an active LSAC LawHub Advantage subscription.

**E. Payment Policy:**

To enroll, Student must make initial payment in full. The initial subscription payment is \$39.98 USD, which includes 60 day's access to the PowerScore LSAT Testing and Analytics Subscription. Thereafter, Student's credit card will be automatically charged \$19.99 USD once every 30 days until PowerScore receives notification that Student cancels subscription.

**F. PowerScore LSAT Testing and Analytics Subscription Cancellation Policy:**

Student must notify PowerScore to cancel monthly subscription payment. If a payment is not successfully settled, PowerScore may cancel your subscription.

**G. Refund Policy:**

(1) Purchased access to the PowerScore LSAT Testing and Analytics Subscription is completely non-refundable and non-returnable upon purchase.

(2) Funds paid for the PowerScore LSAT Testing and Analytics Subscription will not be refunded or applied to a different PowerScore service or product under any circumstance.

(3) If Student cancels subscription before the end of a subscription period, there will be no prorated refund provided.

(4) If Student does not have an active LSAC LawHub Advantage subscription at any point during the active access period of the PowerScore LSAT Testing and Analytics Subscription, there will be no prorated refund provided.

**H. PowerScore Services Policies:**

(1) Access to PowerScore LSAT Testing and Analytics Subscription access begins immediately upon purchase and expires upon cancellation of Student's subscription. There will be no adjustment of subscription period start and end dates in relation to Student's LSAC LawHub Advantage subscription status.

**I. PowerScore LSAT Testing and Analytics Subscription Policy:**

Student has received a license from PowerScore for use of the PowerScore LSAT Digital Test Interface and Analytics Subscription Content, and the PowerScore LSAT Digital Test Interface and Analytics Subscription Content have *not* been sold to Student. The PowerScore LSAT Digital Test Interface and Analytics Subscription Content are for use only under the terms of this Agreement, and:

(1) The PowerScore LSAT Digital Test Interface and Analytics Subscription Content is the sole and exclusive property of PowerScore. PowerScore reserves all rights not expressly granted to Student. Student shall use the PowerScore LSAT Digital Test Interface and Analytics Subscription Content for the sole purpose of preparing for the LSAT;

(2) All actual LSAT® content reproduced within this work is used with the permission of Law School Admission Council, Inc., (LSAC) Box 40, Newtown, PA 18940, the copyright owner. LSAC does not review or endorse specific test-preparation materials, companies, or services, and inclusion of licensed LSAT content within this work does not imply the review or endorsement of LSAC. LSAT is a registered trademark of LSAC;

- (3) Student will keep the PowerScore LSAT Digital Test Interface and Analytics Subscription Content confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal or allow access to the PowerScore LSAT Digital Test Interface and Analytics Subscription Content, to any other person or entity.
- J. 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.
- K. Any disputes, claims, or actions arising out of this 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.
- L. **Student acknowledges:**
- (1) Student has read, understands, and agrees to the terms of this 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 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, electronic device incompatibility, communications failure, and/or any other cause beyond PowerScore's reasonable control.
- (4) LSAC, the original Licensor of LSAT® content, may, with or without notice, restrict or rescind licensed use of LSAT® content. In this event, PowerScore must remove Student's access to applicable LSAT® content.