



## GRE Full-Length 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"):**

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

- (1) All ten (10) preparatory sessions of the PowerScore Full-Length GRE Preparation Course, access to the GRE Online Student Center, and all other course materials that PowerScore, in its discretion, shall determine to include in its course curriculum (collectively, the "PowerScore Materials");
- (2) Notice of any schedule changes or alterations regarding the course for which Student has enrolled.

**B. Student agrees:**

- (1) Student will pay the full tuition as indicated in Paragraph E. Tuition Payment Policy;
- (2) 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 PowerScore reserves all rights not expressly granted to Student.
- (3) Student will not disrupt, disturb, or otherwise unduly interfere with the conduct of any PowerScore meeting, as determined by PowerScore.

**C. Student warrants that Student is not an agent or employee of any other test preparation company and is taking the PowerScore Full-Length GRE Preparation Course 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 Full-Length GRE Preparation Course and may revoke Student's right to use the PowerScore Materials.**

**E. Tuition Payment Policy:**

The total cost of the PowerScore Full-Length GRE Preparation Course is \$995 USD.

**For US Residents:** To reserve a space in the PowerScore Full-Length GRE Preparation Course, Student must make payment in full.

**For non-US Residents:** To reserve a space in the PowerScore Full-Length GRE Preparation Course, Student must make a down payment of at least three hundred and fifty dollars (\$350 USD). Student must pay the full course balance by 8:00 p.m. Eastern Standard Time, three (3) business days before the first day of class. A fifty dollar (\$50 USD) service fee will be added to any accounts that are not paid in full by 8:00 p.m. Eastern Standard Time, three (3) business days before the first day of class.

**F. Tuition Refund Policy:**

Student is entitled to a refund of Student's tuition in the event that Student elects to withdraw from the PowerScore Full-Length GRE Preparation Course, subject to the following conditions:

- (1) Student is not entitled to any refund once Student accesses their PowerScore Online Student Center account.
- (2) PowerScore must receive notification in writing of Student's intention to withdraw from the PowerScore GRE Preparation Course at least ten (10) full business days before Lesson One of Student's originally scheduled course. If notification is received by PowerScore on or before the required deadline, and Student has not accessed their PowerScore Online Student Center account, Student's tuition payment, minus the fifty dollar non-refundable administrative fee (\$50 USD), will be refunded to Student.
- (3) Student is not entitled to any refund if written notification by Student is not received on or before the deadline referenced in Sect. (2) above.
- (4) Student is not entitled to any refund if Student enrolls in the course less than ten (10) business days prior to Lesson One of the course.
- (5) There is no additional refund if the licensed PowerScore Course Materials are returned.
- (6) If Student is in violation of any terms of the Enrollment Agreement, Student relinquishes the right to any refund of tuition or deposits paid.
- (7) PowerScore shall pay any refund due to any Student (pursuant and subject to conditions listed in paragraphs (1) through (7) herein), within thirty (30) business days of Student's withdrawal

**G. Transfer Policy:**

Student is entitled to transfer to a later PowerScore Full-Length GRE Preparation Course, subject to the following conditions:

- (1) PowerScore must receive notification in writing of Student's intention to transfer to a later PowerScore Full-Length GRE Preparation Course at least ten (10) full business days before Lesson One of Student's originally scheduled course;
- (2) If Student transfers to a later class at any point, for contractual purposes Student's original class start date shall be considered the date of the first Lesson of the class in which Student originally enrolled (not the class to which Student transfers). Thus, the application of paragraphs (1) through (3) of the Tuition Refund Policy will apply to the date of Lesson One of Student's original class;
- (3) If notice is received by PowerScore of Student's intention to transfer from the PowerScore Full-Length GRE Preparation Course after the deadline referenced in Section (1) herein, but prior to Student's originally scheduled Lesson One, or after any prior transfer, there will be a \$75 USD administrative fee added to a student's account for that transfer, and a separate \$75 USD fee for each subsequent transfer. In order to transfer, Student's entire tuition balance, in addition to transfer fee, must be paid in full prior to requested transfer.
- (4) No transfer can be enacted after Lesson One under any circumstance. However, a Student in the Full-Length GRE Preparation Course can take a future full-length class for the reduced repeater fee of four hundred and ninety-five dollars (\$495 USD).
- (5) Except for the modification noted in paragraph (2) above, all other provisions of the Tuition Refund Policy apply to a transferring Student.

**H. Missed Class Policy:**

Student is entitled to make up missed classes with other concurrent classes or at other locations subject to these conditions:

- (1) Any make-up is subject to availability and room at the other class.
- (2) The make-up can only be made at a class running in preparation for the same GRE administration. Classes cannot be made up in courses for future GREs.
- (3) Student can make up a maximum of three missed classes. Any classes thereafter that Student wishes to make up will be charged at a rate of fifty dollars (\$50 USD) per class.
- (4) PowerScore must receive notification in writing of Student's intention to make up a class at least three business days before the desired make-up date, and the notification must include Student's name, current enrolled class, and the exact class date(s) and location(s) where student will attend the make-up class.
- (5) Student can only make up the classes once PowerScore approves in writing the make-up date(s) and location(s).

**I. Returning Student Policy:**

Subject to space availability, Student is entitled to re-enroll in the PowerScore Full-Length GRE Preparation Course if Student is, for any reason, not completely satisfied with Student's test performance. The re-enrollment fee is four hundred and ninety-five dollars (\$495 USD) for the Full-Length GRE Preparation Course. Student's right to re-enroll is valid for a period of two (2) years from the date of Student's original enrollment in the PowerScore Full-Length GRE Preparation Course for a total of no more than two (2) repeat classes. Thereafter, no reduced fee enrollment is available.

**J. PowerScore Services Policies:**

- (1) Email Assistance access begins on the business day following Lesson 1 and ends the day after the course is completed.
- (2) Student understands that PowerScore may, at its discretion, limit Email Assistance usage.
- (3) Online Student Center access begins upon enrollment and expires six months after the completion of the course.

**K. PowerScore 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 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 GRE.
- (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;
- (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 is 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. Any enrollment balance not paid in full by Student on or before 8:00 p.m. three (3) business days before the first day of class 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 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 classes are subject to change or cancellation.
- (4) PowerScore is not responsible for any accrued parking fess (if applicable).
- (5) No recording or recording devices are permitted.
- (6) There will be a fifty dollar (\$50) service fee added to any accounts that are not paid in full by 8:00 p.m. EST, three business days before the first day of class.
- (7) 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.