

TERMS & CONDITIONS: Your purchase or use of products and services ("Programs") offered by Test Prep for Success LLC (TP4S) and use of www.tp4s.com (the "Site") are subject to these terms and conditions. Please read these terms carefully and contact us if you have any questions.

A. PROGRAM FEES: You agree to make full payment for Programs in the amount(s) listed in your shopping cart, the Order Confirmation email you will receive or as communicated by TP4S representatives during registration. You agree to complete payment prior to commencing the Program. Failure to complete timely payment (or credit card payments being declined) may result in the discontinuation of services. Returned checks are subject to a \$30 handling fee.

B. GUARENTEE: TP4S does not guarantee that you score on the official SAT, ACT or any other test will increase. That is ultimately up to you.

C. STUDY MATERIALS: It will be the student's responsibility to provide or purchase all materials for classes, tutoring sessions, and practice tests. Study materials are not included in the price of a TP4S class, practice test, or tutoring session. For your convenience, materials may be purchased at our onsite bookstore.

D. STUDENT CANCELLATIONS: Should you need to reschedule a class for which you have registered, call the TP4S main number or email support@tp4s.com to request a voucher for a free class at least 48 hours before the class. To prevent abuse, a single customer can reschedule a class or tutoring session by exchanging it for a voucher only 3 times in a six month period. Vouchers will not be given for cancelations made less than 48 hours before the class or tutoring session, for no-shows, or after a class or tutoring session. Vouchers and refunds will not be given to students asked to leave for disruptive or otherwise objectionable behavior. Should a student need to reschedule a tutoring session, he or she must call the TP4S main number, email support@tp4s.com, or contact the tutor directly at least 48 hours before the scheduled session. Refunds will not be given for sessions cancelled with less than 48 hours' notice.

E. SCHOOL CANCELLATIONS: If TP4S cancels a class for which you are registered any reason, including inclement weather and teacher absence, you will receive a voucher for a free class or practice test of your choice. If your TP4S tutor needs to cancel a session or sessions and is not able to provide an alternate date and time within a two week period, TP4S reserves the right to provide an alternate tutor.

Should TP4S not be able to provide a tutoring session within a two week period you will receive a complete refund for the tutoring session or sessions that are missed. TP4S classes and practice tests, are not refundable for cash.

E. TUTORING AT ALTERNATE LOCATIONS: If you purchase tutoring, you and your tutor(s) will plan a schedule that is mutually convenient. Should this schedule include times when the TP4S facility is not open, the sessions can be held at a public location. If a tutor is unavailable in your area or a mutually convenient schedule cannot be reached, TP4S will provide a refund of unused tutoring hours. If you need to cancel or postpone a lesson, you must directly notify your tutor at least 24 hours in advance. Failure to do so will result in a deduction of the hours from your tutoring package. For in-home tutoring, students under the age of eighteen must have a parent, guardian, or other responsible adult present at all times.

F. SHARING OF CLASS AND TUTORING MATERIALS: TP4S Programs and Content are for TP4S students only. All content, including but not limited to Materials, Digital Materials, lectures, recordings, visual and audio aids, content available from TP4S.com, and all content that you will receive or to which you will have access during your enrollment or Program (collectively, "Content") is for your personal use only and may not be shared, resold, auctioned, or transferred to another person in any manner.

G. COPYRIGHT AND NON-DUPLICATION: Content is protected by copyright law. Without TP4S's authorization, students are strictly prohibited from downloading, recording, duplicating or reproducing any Content in any manner or medium under any circumstances. If a student is found to be in violation, the student will be subject to disciplinary and legal action, including but not limited to any or all of the following: Immediate removal from the facility and termination of enrollment in the Program; Forfeiture of tuition paid and any refund due for any unused portion of the Program; Exclusion from enrolling in any future TP4S Programs; and Possibility of civil penalties and criminal prosecution. Willful Infringement of copyrighted works may result in federal imprisonment of up to five years and \$250,000 in fines.

H. STUDENT CODE OF CONDUCT: As part of TP4S' commitment to our students' success, we seek to provide an optimal learning environment and expect students to conduct themselves in a manner that is considerate of those around them. Those failing to meet student conduct standards may be subject to disciplinary actions, including but not limited to termination without refund. Inappropriate classroom conduct includes but is not limited to: (1) disruptions to the learning environment (i.e. use of profanity, harassment, cell phone use in classrooms, etc.); (2) deliberate destruction, misuse, or theft of TP4S property or the property of fellow classmates; (3) violence or threats of violence toward persons or

property of students or TP4S staff; (4) improper use of email and Internet access; and (5) failure to comply with federal copyright and criminal laws forbidding the misappropriation, copying, or alteration of copyright-protected materials.

I. DISCLAIMER AND LIMITATION OF LIABILITY: TP4S Expressly disclaims all warranties, express or implied, relating to the Program including but not limited to classes, practice tests, tutoring sessions, free seminars, materials, and faculty.

J. PRIVACY POLICY: This privacy policy explains TP4S' Plan for Collection, Maintenance, Dissemination, and Disposition of Pupil Records

1. PHILOSOPHY: Because TP4S does not formally assess students in our program, we will rarely possess personal information about our students that is private in nature, aside from scores on practice SAT and ACT tests. When such information is included in our records, Test Prep for Success recognizes the need to protect students' privacy with respect to any data and information we may collect during our interactions with them. We recognize a student's right to privacy in the collection, maintenance and dissemination of records.

2. COLLECTION: We collect information that you voluntarily provide to us, including personally identifying information such as your name, postal address, e-mail address, educational background, educational goals and interests, and credit card information ("Personal Data"). We collect Personal Data from you in various ways, including when you enroll for courses, use online resources, access and use Digital Materials, participate in classes or tutoring, and send us feedback. We may also collect Personal Data about you from our business partners. When you log-on to our websites, we automatically receive information from your computer and browser, including your IP address. TP4S may use cookies and web beacons.

We believe that student files should contain only information necessary for the effective performance of our test prep or tutoring program or as required by law. The Office Manager or Tutor will collect information from each student at his or her first tutoring session including his or her name, contact information, and goals for tutoring. The Tutor will also create file a report after each tutoring session. We will not request grades, test scores, or other confidential academic information. It is possible that a parent will choose to provide the tutor with such information to better inform the tutoring process, in which case the information will be kept in the student's confidential file.

3. USE: We may use your Personal Data in the following ways: to fulfill your requests for products and services, such as enrolling you in a courses, delivering educational content or responding to a specific inquiry; to customize your learning experience to you; to administer, support, improve and develop our business; and to send you information about TP4S products or services.

4. DISCLOSURE: We do not share your Personal Data with third parties for their marketing purposes. We may disclose your Personal Data in response to legal process, to protect our rights, as otherwise required by law, or for the prevention or detection of a crime. If we sell our company or part of it, or our business enters into a joint venture with another business entity, we may disclose your Personal Data to our new business partners or owners who may then provide you with information about their products and services. We may share your Personal Data with trusted third parties who are delivering services to TP4S. TP4S may disclose anonymous data with third parties. We may also share your information with third parties that you have specifically designated as authorized to receive information from us.

5. MAINTENANCE: A file will be created for each student and kept in a secure location in the TP4S facility. The Office Manager will be responsible for maintaining these files. Only the Office Manager, Director, and Tutor will have access to the file. We employ security measures to protect your information both online and offline from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. The Personal Data we obtain from students allows TP4S to deliver smarter, more efficient and more effective instruction.

6. DISPOSAL: Student records shall be kept for not more than 5 years after their last tutoring session. The Office Manager will be responsible for the appropriate disposal of old files.

K: ARBITRATION AND CLASS/COLLECTIVE ACTION WAIVER: Any and all disputes arising from or related to this Agreement, other than disputes relating to intellectual property infringement, including whether the dispute is arbitrable and the scope of this arbitration agreement, shall be finally resolved by arbitration administered by a single arbitrator under the then-applicable rules of the American Arbitration Association in accordance the Federal Arbitration Act. The arbitration shall be governed by and construed by federal law to the fullest extent possible. Unless otherwise agreed by the parties, the arbitration shall take place in the largest city within 100 miles of your permanent residence. Judgment on the arbitral award may be entered in any court having jurisdiction thereof.

To the maximum extent permitted by law, should you wish to initiate a legal action against TP4S, you waive any right or ability to be a class or collective action representative or to otherwise participate in

any putative or certified class, collective or multi-party action or proceeding based on such a claim in which TP4S or a related entity is a party. The same applies to TP4S' legal actions against you. Thus, you and TP4S agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class. Further, unless both you and TP4S agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over a representative or class proceeding.

L. CONSENT AND RELEASE: During your Program, TP4S may contact you for feedback related to your Program, you may be photographed or your class recorded (collectively referred to as "Student Experience Materials"). You agree that TP4S may use the Student Experience Materials for internal purposes.

Programs or other activities may occur in hotels, schools and other facilities not controlled by TP4S ("Third Party Facilities"). You waive any claim against TP4S arising from your (or your child's) use of Third Party Facilities, including claims related to the safety and security of third party facilities.

M. TRADEMARKS: Test names and other trademarks are the property of the respective trademark holders. None of the trademark holders are affiliated with TP4S or this website.

N. MISCELLANEOUS: This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The agreement cannot be changed or modified orally. Any change or modification must be in writing and agreed to by both parties. If any provision of this Agreement is found to be unenforceable for any reason, such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.

BY CLICKING SUBMIT, YOU ARE STATING THAT (1) YOU HAVE READ THE TERMS AND CONDITIONS IN THEIR ENTIRETY INCLUDING ANY AND ALL RELATED LINKS (2) IF APPLICABLE YOU ARE A PARENT OR GUARDIAN OF A MINOR AND GRANT PERMISSION FOR HIM/HER TO PARTICIPATE IN THE PROGRAM WITH THESE CONDITIONS; (3) YOU ACKNOWLEDGE THAT YOU HAVE ENROLLED WITH TP4S FOR THE SOLE PURPOSE OF TEST PREPARATION AND NOT AT THE DIRECTION OF, OR FOR THE BENEFIT OF, ANY TEST PREPARATION COMPETITOR; (4) YOU UNDERSTAND THAT TP4S SERVICES DO NOT GUARANTEE ACCEPTANCE TO ANY SCHOOL OR OTHER PROGRAM (5) AUTHORIZE TP4S REPRESENTATIVES TO CHARGE YOUR CREDIT OR CHARGE CARD IN ACCORDANCE WITH THE AMOUNTS AND SCHEDULE EMAILED TO

YOU UNTIL TUITION PAYMENT IS COMPLETE; (7) YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT