

# PowerScore LSAT Full-Length Enrollment Agreement

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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 twelve preparatory lectures of the PowerScore Full-Length LSAT Preparation Course, all practice tests and practice reviews, and all other course materials that PowerScore shall, in its discretion, 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) The PowerScore Materials are the sole and exclusive property of PowerScore, and Student will use the PowerScore Materials for the sole purpose of preparing for the LSAT;
- (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 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 LSAT Preparation Course solely for the purpose of increasing Student’s LSAT 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 LSAT 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 LSAT Preparation Course is \$1,195. To reserve a space in the PowerScore Full-Length LSAT Preparation Course, Student must make a down payment of at least one hundred dollars (\$100). The full course balance must be paid two (2) 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 LSAT Preparation Course, subject to the following conditions.

- (1) PowerScore must receive notification in writing of Student’s intention to withdraw from the PowerScore Full-Length LSAT Preparation Course prior to the tenth to last business day before Practice Test One. If notification is received by PowerScore prior to the tenth to last business day before Practice Test One, then Student’s tuition payment will be refunded minus a fifty dollar (\$50) non-refundable administrative fee;
- (2) If notice is received by PowerScore of Student’s intention to withdraw from the PowerScore Full-Length LSAT Preparation Course on or after the tenth to last business day before Practice Test One, but before the conclusion of Lesson One, Student shall receive a partial refund equal to 50% of Student’s full tuition of \$1195;
- (3) Student is not entitled to a refund after the conclusion of Lesson One;
- (4) PowerScore shall pay any refund due to any Student (pursuant and subject to Paragraphs (1) through (3) herein), within thirty (30) business days of Student’s withdrawal;
- (5) Student is not entitled to any refund of Student’s tuition at anytime, if Student is in violation of any terms of the Enrollment Agreement.

**G. Transfer Policy:**

Student is entitled to transfer to a later PowerScore Full-length LSAT 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 LSAT Preparation Course prior to the tenth to last business day before Practice Test One;
- (2) If Student transfers to a later class at any point, for contractual purposes their original class start date remains the date of the first Practice Test of the class they originally enrolled in, not the class they transfer to. Thus, the application of paragraphs (1) through (3) of the Tuition Refund Policy will apply to the date of Practice Test One of their original class;
- (3) If notice is received by PowerScore of Student’s intention to transfer from the PowerScore Full-length LSAT Preparation Course on or after the tenth to last business day before Practice Test One but prior to Practice Test One, there will be a \$75 administrative fee added to a student’s account for that transfer, and for every subsequent transfer. In order to transfer, Student’s entire tuition balance must be paid in full;

(4) No transfer can be enacted after Practice Test One, regardless of whether Student provides notice. However, Student can take a future class for the reduced repeater fee of \$475.

(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 the following 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 LSAT administration. Classes cannot be made up in courses scheduled for future LSATs.

(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 \$50 per class.

(4) PowerScore must receive notification in writing of Student's intention to makeup a class, and the notification must include Student's name, current enrolled class, and the exact make-up 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 availability, Student is entitled to re-enroll in the PowerScore LSAT Preparation Course if Student is, for any reason, not completely satisfied with Student's test performance. The re-enrollment fee is \$475. Student's right to re-enroll is valid for a period of two (2) years from the date of Student's original enrollment for a total of no more than two (2) repeat classes.

**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 Enrollment Agreement shall be governed by the laws of the State of South Carolina. Student agrees to submit to personal jurisdiction in Beaufort 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 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 LSAT, including Student's score or percentile.

(3) PowerScore classes are subject to change or cancellation.