

SAT Weekend Enrollment Agreement

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

A. PowerScore shall provide to Student:

(1) All preparatory sessions of the PowerScore Weekend SAT Preparation Course 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) 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 SAT;
(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 Weekend SAT Preparation Course solely for the purpose of increasing Student's SAT 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 Weekend SAT Preparation Course and may revoke Student's right to use the PowerScore Materials.

E. Tuition Payment Policy:

The total cost of the PowerScore Weekend SAT Preparation Course is \$350. To reserve a space in the PowerScore Weekend SAT Preparation Course, Student must make a down payment of at least one hundred dollars (\$100). Student must pay the full course balance three (3) business days before the first day of class. A fifty dollar (\$50) service fee will be added to any accounts that are not paid in full by 5:00 p.m. 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 Weekend SAT Preparation Course, subject to the following conditions:

(1) PowerScore must receive notification in writing of Student's intention to withdraw from the Weekend SAT Preparation Course prior to the tenth to last business day before the first day of class. If notification is received by PowerScore prior to the tenth to last business day before the first day of class, then Students' tuition payment will be refunded minus a fifty dollar (\$50) non-refundable administrative fee;
(2) Student is not entitled to a refund after the tenth to last business day before the first day of class;
(3) PowerScore shall pay any refund due to any Student (pursuant and subject to the Paragraphs F.(1) through F.(3) herein), within thirty (30) business days of Student's withdrawal;
(4) Student is not entitled to any refund of Student's tuition at any time, if Student is in violation of any terms of the Enrollment Agreement.

G. Transfer Policy:

Student is entitled to transfer to a later PowerScore Weekend SAT Preparation Class, subject to the following conditions:

(1) PowerScore must receive notification in writing of Student's intention to transfer to a later PowerScore Weekend SAT Preparation Class prior to the tenth to last business day before the first day of class;
(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 day of 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 the first day of the original class;
(3) If notice is received by PowerScore of Student's intention to transfer from the PowerScore Weekend SAT Preparation Course on or after the tenth to last business day before the first day of class but prior to the first day of class, 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 the first day of class, regardless of whether Student provides notice.
(5) Except for the modification noted in paragraph (2) above, all other provisions of the Tuition Refund Policy apply to a transferring Student.
(6) Student is entitled to only one (1) free transfer prior to the tenth to last business day before the first day of class; thereafter, the cost for each transfer is \$75.

H. Score Increase Guarantee: Student is entitled to one complimentary repeat of the PowerScore Weekend SAT Preparation Course in the event that the Student's score does not increase 100 points after the Weekend SAT Course. Student may take the same course again up to six (6) months later at no cost, subject to these conditions:

(1) PowerScore must receive a copy of Student's official College Board SAT score reports, one of which was taken prior to and the other taken after Student's attendance at PowerScore's Weekend SAT Preparation Course;
(2) Student must attend all twelve (12) hours of the Weekend SAT Preparation Course and complete all corresponding homework;
(3) Student must complete the complimentary repeat class within six (6) months of the original class date. In order to receive the complimentary repeat, Student's balance must be paid in full;
(4) A Weekend Student whose combined preliminary score is 2301 or higher on a College Board-administered SAT is not eligible for a free repeat;

(5) A Weekend SAT Student may re-enroll in the Weekend SAT Course for \$150. 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.

- I. 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 5:00 p.m. three (3) business days before the first day of class is subject to a fifty dollar (\$50) service fee.
- J. 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.
- K. **Student and Parent acknowledge that:**
 - (1) Student and Parent have read, understand, and agree to the terms of this Enrollment Agreement;
 - (2) PowerScore classes are subject to change or cancellation.

We have read the Enrollment Agreement and agree to all of the terms and conditions: