



PITTSBURGH PREP

Test Prep & Academic Tutoring Enrollment Agreement **Terms and Conditions**

1. I hereby agree that we are enrolling at PITTSBURGH PREP to increase academic GPA, standardized exam scores, improve personal statements, gain a better understanding of the college admissions process, and/or for the general pursuit of academic excellence.
2. I agree that I am not an agent, affiliate, or employee of any other test prep, tutoring, or college consulting company.
3. I agree to make full payment or installment plans prior to class start at the time of registration, with a non-refundable \$200 as part of the tuition. Pittsburgh Prep does not turn away students solely for financial reasons.
4. I agree to notify PITTSBURGH PREP's admin in case of any cancellation or rescheduling need. I understand that a schedule change by PITTSBURGH PREP does not entitle me to a refund so long as I was given 24 hours of notice.
5. I understand that personal schedule changes may occur therefore I will provide a 24-hour notice of cancellation/rescheduling of any private tutoring session, or risk forfeiture of tuition for that session, to be charged on the credit card provided to PITTSBURGH PREP.
6. I agree that PITTSBURGH PREP has the right to withdraw my participation from any of its courses at any time with a prorated refund of the fully paid tuition.
7. I agree that all requests for private tutoring, classes, online help or inquiries must be done through the PITTSBURGH PREP headquarters and admin, not directly with the tutor.
8. I agree not to disrupt or engage in any activity in the classroom that is inconsiderate, illicit, or unethical by any means. We will reserve the right to expel the student with a prorated refund, minus the nonrefundable deposit.
9. I agree not to solicit or engage in any activity that is in violation of the College Board, ETS, ERB, EMA, or ACT policies regarding the administration of their respective exams, including cheating, lying, stealing, or any other sins of test taking.
10. I agree to pay a \$50 fee for any bounced checks that were used to pay for tuition.
11. I understand that an entire scheduled class may be subject to cancellation; I may then elect to receive a full refund of that particular class within 30 days, transfer to another class or location, or apply the tuition to any other services at PITTSBURGH PREP.
12. I understand the following regarding refunds:
 - a. Refunds will be given only after tuition is paid in full.
 - b. Once class begins, refunds will be given if the student returns all materials, all handouts, and all forms, at a prorated amount minus the nonrefundable deposit.
 - c. Students may withdraw from the program at any time, without reason.



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- d. Violation on any terms of this agreement will result in no refunds given. All violations may be subject to litigious action.
 - e. Membership fees will not be refunded after the third day of the month.
 - f. Students who opt to repeat a class are welcome to do so at a 50% reduced original tuition rate.
13. I understand that individual progress reports are not an indicator or projectors of the student's future performance – progress reports are only to be understood as daily reports on how the student performed in class for that particular day only. No other inferences should be made nor implied.
14. I understand that by signing this agreement, I am providing full parental and guardian permission for PITTSBURGH PREP to utilize any and all likenesses of my student in all forms of media for marketing purposes.
15. PITTSBURGH PREP may ask for access to student's College Board or ACT accounts solely to verify exam results data. Parents and students may opt out of this request at any time.
16. Parent/Guardian will be charged tuition by the Company at a set fee, or under a prescribed installment plan. Please note that Pittsburgh Prep does not obligate our Parent/Guardians to stay in the program, and Parent/Guardian can cancel the program at any time. Package payments will also not be refunded after any payment has been made. If the Parent/Guardian does not make payments at the time due, the Company will pause services until payment is finalized. All payments made are non-refundable.
17. Parent/Guardian shall be liable for payment, regardless of Student's disposition or ability to work with the Company or Tutors, the Parent/Guardian's disposition, or any other factors outside the scope of Company's control. Parent/Guardian authorizes the Company to bill the credit card that is kept on file at the time due and for the amount agreed to in the program enrolled. Pittsburgh Prep and its staff will make a good faith effort to notify the Parent/Guardian of any outstanding dues regularly. If Parent/Guardian does not submit payment within ninety (90) days after the due date, Company reserves the right to send owed fees to a licensed and bonded debt collector. Parent/Guardian shall pay any collection fees, legal fees and/or costs associated with non-payment.
18. Company may, in its sole discretion, terminate this contract for any reason. In this rare instance, refunds may be provided if the family has valid reasons such as unexpected financial hardship or health emergencies that may arise. Proof of hardship or emergency will be required for consideration of refund and cancellation of services.
19. If Student or Parent/Guardian views or accesses any of the Content, each will be considered Company's Licensee. For the avoidance of doubt, Student and Parent/Guardian are granted a revocable, non-transferable license for personal, non-commercial use only, limited to themselves only. This means Student and Parent/Guardian may view, download, print, email, edit and use



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one copy of individual pages of the Content for their own personal purposes only. Student and Parent/Guardian may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Content for commercial purposes or in any way that earns Student, Parent/Guardian, or any third party money. By downloading, printing, or otherwise using the Content for personal use, Student and Parent/Guardian in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Content shall constitute infringement. All rights not expressly granted in these terms or any express written license, are reserved by Company.

20. Use of any materials found in the Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). Parent/Guardian agrees to pay liquidated damages of five (5) times the total fees paid to the Company in the event of Parent/Guardian or Student's Unauthorized Use, in addition to any legal or equitable remedies that Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use - the Content of the Company is extremely valuable and these liquidated damages are meant to compensate the Company without the need to go to litigation unless the Company deems it necessary. Parent/Guardian agrees that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Company that may not be adequately compensated by damages, entitling Company to obtain injunctive relief, without bond, in addition to all legal remedies.
21. No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.
22. This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.
23. Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.
24. This agreement shall be governed by and construed in accordance with the laws of Pennsylvania. The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.