

Pinnacle Tutoring Services, LLC



Student Enrollment Agreement Terms and Conditions

You have enrolled in a program with Pinnacle Tutoring Services, LLC (“Pinnacle”, “we”, “us”, “our”).

All program techniques, content, and data, used in or related to your program are the exclusive property of Pinnacle. **You agree not to disclose, reproduce, sell or distribute to any third party any information, written or spoken, including course materials, obtained from Pinnacle in connection with Pinnacle courses or tutoring programs.**

You understand that for certain Pinnacle programs, size is limited and, therefore, enrollment is taken on a first-come, first-served basis.

Pinnacle reserves the right, in its sole discretion, to change these enrollment terms and conditions, in whole or in part, at any time. Changes in these enrollment terms and conditions will be effective when both parties acknowledge in writing such change.

Payment:

You agree to pay for our services as follows:

- For our ACT/SAT test preparation, you must pay in full at the time you enroll. All students must pay in full prior to the first scheduled session of the program.
- For college admission counseling services, you must pay upfront at the time of enrollment (unless a payment plan is agreed to before enrollment, in which case payments are due in accordance with such plan).
- For individual tutoring sessions, payment is due upon completion of each session.

Student Withdrawals, Cancellations and Refunds:

If you withdraw from your Pinnacle program or cancel your plan, you will be eligible for a refund on the following terms:

- If you choose to withdraw your enrollment in a classroom course, ten (10) or more days before the first scheduled session of your program, we will refund all of the tuition you have paid. If you decide to withdraw your enrollment in a classroom course, less than ten (10) days before the first scheduled session of your program, we will refund all of the tuition you have paid less an administrative fee of one hundred fifty dollars (\$150.00). No refunds will be given after the start of the first scheduled session of the program in which you enrolled.
- If you choose to withdraw from our college admission counseling services, five (5) or more days before the start of the first scheduled session of your program, we will refund all of the service fees you have paid. If you decide to withdraw your enrollment less than

five (5) days before the first scheduled session of your program, we will refund all of the service fees you have paid less an administrative fee of one hundred fifty dollars (\$150.00). No refunds will be given once you have started our admissions counseling services.

- If you miss a scheduled meeting with your counselor, you will be charged a fee of fifty dollars (\$50.00). If you cancel a meeting within twenty four (24) hours of your scheduled meeting time, you will be charged a fee of fifty dollars (\$50.00).

In order to receive a refund as set out in the preceding bullet points, you must return any program materials you received to us unopened and with no marks in the materials within two (2) weeks of withdrawing your enrollment. Shipping costs for return of materials are at your expense. If you fail to return your program materials within two (2) weeks, or do not return them unopened and unmarked, Pinnacle will deduct from any refund for which you are eligible an administrative fee in the amount of fifty dollars (\$50.00).

If Pinnacle cancels or discontinues any program in which you are enrolled, Pinnacle will refund one hundred percent (100%) of the amount paid.

-Pinnacle Program Cancellation:

In a rare instance, due to various circumstances, Pinnacle may change course schedules or locations; cancel a course, or not have a tutor available for you. If we cancel the course in which you have enrolled and are not able to reschedule you into another course that is acceptable to you, or if we are unable to match you with a tutor, we will refund all of the tuition you have paid, and we will have no further liability to you with regard to the cancelled program. If you have received any program materials, you must return them to us, within two (2) weeks of the program cancellation. If you fail to return materials within the two (2) week period, and you were registered for a classroom course, we will refund all of the tuition paid less a fee of fifty dollars (\$50.00) for the cost of the course materials.

Please note that refunds for cancellations under this or the immediately preceding section take approximately twenty (20) days from notification of cancellation to be processed.

Prohibited Conduct; Dismissal from Program:

You agree that you will treat Pinnacle tutors and instructors with respect and not use obscenities, make threats or discuss matters other than those related to the subject in which you are being helped in your Pinnacle program. Pinnacle may dismiss you from a Pinnacle program or cancel your services, if you:

- have not paid in full before the start of the first scheduled session, or
- in Pinnacle's opinion, are disruptive in the program.

Pinnacle will not refund any amounts or provide any credit where a student is dismissed from a program or their services are cancelled as set forth above.

Lost Materials:

If you lose your program materials, you may purchase replacement materials by paying a replacement fee of fifty dollars (\$50.00) during the course of your program.

Recorded and User Content:

You agree that we may record all or any part of our programs. You agree that we own all transcripts of tutoring and classroom sessions and all comments you may provide us through our services.

Pinnacle has the right to use any student test scores, comments and/or success rates in our marketing and advertising materials so long as we do not use the student's name or likeness in said materials without explicit permission.

For admissions counseling services, you acknowledge that you may be required to provide materials in connection with the provision of the services, and you agree to do so in a prompt and timely manner.

Disclaimer; Limitation of Liability:

Pinnacle will not be liable to you or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with your Pinnacle program, even if Pinnacle has been advised of the possibility of such damages. Pinnacle disclaims all warranties and conditions, express, implied, statutory or otherwise, including, but not limited to, implied warranties and conditions of merchantability and fitness for a particular purpose. Pinnacle's total aggregate liability arising from or related to your Pinnacle program will not exceed the amount you paid for your program.

In particular, but without limiting the generality of the foregoing, in relation to admissions counseling services, Pinnacle makes no representations or warranties with respect to (a) the likelihood of success in obtaining admission to a program, (b) whether the services will enhance or detract from the strength of a client's application, or (c) any guarantee that a client will obtain admission to any program. Pinnacle shall not in any way be liable for a client's failure to achieve admission to any program.

Governing Law:

These Student Enrollment Agreement Terms and Conditions and any claim or dispute arising out of, relating to or in connection with this Student Enrollment Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflicts of law principles. The exclusive means of resolving any such claim or dispute shall be binding arbitration administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Company in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-

claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

Adult Supervision

Please note that Pinnacle tutors are not permitted to meet in person with a minor student in a private home unless another adult is present during the entire session. If a tutor arrives for a session and an adult is not present, the tutor will not be able to conduct the session, it will be considered a session cancelled by the student without adequate notice, and you will be charged for the session. If the other adult leaves in the middle of a session with a minor student, the tutor will also leave at that time, and you will be charged for the entire session. Tutors may meet in person with minor students in public locations, such as a library or coffee shop, without another adult present.

Tutor Satisfaction

If you are not happy with the tutor we have assigned to you, please contact Pinnacle before your second tutorial session. We will assign a new tutor and we will not charge you for the first hour of your first session with your original tutor. If you request a change in the tutor assigned to you after your second tutorial session, we will charge you for all hours used.

Please call (561) 414-9205 with any further questions.

Acceptance of These Enrollment Terms and Conditions:

Please indicate your acceptance of these terms and conditions by signing below. **I acknowledge that I have read and that I agree to the above enrollment terms and conditions. Note that you must be 18 years of age or older to accept these terms and conditions. If you are less than 18 years of age, you must have a parent or guardian accept on your behalf.**

Name of Student: _____

Name of Guardian: _____

Signature of Guardian: _____

Date: _____