

## Terms and Conditions Agreement

Last Updated: Feb 18, 2024

This Terms and Conditions Agreement ("Agreement") is entered into by and between you ("you" or "User") and EduAvenues LLC, a Virginia limited liability company doing business as TJTestPrep ("Company" or "we" or "us"). This Agreement governs your access to and use of the Company's websites, including but not limited to eduavenues.com, tjtestprep.com, and pre-medprep.com, and the services offered therein (collectively, the "Services"). The Company provides a variety of online educational services and products, including but not limited to tutoring, test preparation, advising, self-paced courses, and other educational support services.

By using our Website and Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, please do not use our Website or Services.

### 1. USER ACCOUNTS

To access certain features of the Services, you may be required to create a user account. You agree to provide true, accurate, and complete information when creating your account and to keep your account information up-to-date. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to your computer or device while using the Services. You agree to accept responsibility for all activities that occur under your account or password.

### 2. PAYMENT TERMS

All payments for our Services are due at the time of service. For services that last over multiple sessions, all payments are due upfront. All sales are final, and the Company is not obligated to provide any refunds. However, the Company may, in its sole discretion, cease providing services over an extended period of time and provide a prorated or partial refund. The refund amount will be calculated by the Company based on the proportion of services already delivered compared to the total service duration. Any refunds provided may be subject to the deduction of transaction and payment processor fees.

### 3. RESCHEDULING AND CANCELLATION POLICY

- a. Single-Student Classes: Students may request to reschedule a single-student class by providing at least 48 hours of notice. However, the Company is not obligated to accommodate such requests. If less than 48 hours of notice is provided, the student forfeits the right to the session, and the session will be billed at the full rate. If a single-student class is scheduled within 48 hours of the meeting time, the student may not reschedule.
- b. Multiple-Student Classes: Students may request to reschedule multiple-student classes, but the Company is not obligated to accommodate such requests. The Company retains the discretion to decide whether or not to reschedule a class based on its availability and the needs of other students. No refunds or compensation will be provided if a student's rescheduling request is not accommodated.
- c. Instructor Changes: The Company reserves the right to change instructors assigned to a student at any time, without prior notice. There is no guarantee of refund or compensation due to instructor changes, as there is no expectation of differences in the quality of instruction between teachers.
- d. The Company reserves the right to reschedule meetings without notice.

### 4. ACCESS TO SELF-PACED PRODUCTS AND MATERIALS

The Company typically provides access to self-paced products and materials for as long as it is needed or requested by the student. However, the Company reserves the right to terminate a student's access to self-paced products and materials at any time, with or without cause, and with or without notice. In cases where the Company elects to provide notice, the Company will make reasonable efforts to provide at least 30 days' notice before terminating access, but it is not obligated to do so.

## **5. ESSAY SUBMISSIONS**

The Company may take as much time as needed to review essay submissions, and there is no expectation of receiving feedback within a specific timeframe.

## **6. NO GUARANTEES OR WARRANTIES**

The Company makes no guarantees or warranties regarding the professional advice given, the outcomes of the Services, or the acceptance of any student into any institution, including but not limited to Thomas Jefferson High School for Science and Technology or any college or university. The information, materials, and content provided through the Services are for general informational purposes only and do not constitute professional advice in any specific field. The Company makes no representations or warranties regarding the accuracy, completeness, or suitability of the information for any particular purpose. Your use of the Services and reliance on any information provided is at your own risk. The Company is not responsible for any errors, omissions, or consequences resulting from your use of the Services or reliance on the information provided.

## **7. ADVERTISED ADMISSIONS RATES**

The Company's advertised admissions rates are historical figures, calculated internally, and apply only to prior years. These rates are provided for informational purposes only, and there is no expectation on the part of the customer that the rates will carry forward into future years.

## **8. LIMITATION OF LIABILITY**

In no event shall the Company's liability to you for any claim arising out of or related to the Services exceed the total amount of fees paid by you for the Services. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Services; (b) any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; or (c) unauthorized access, use or alteration of your transmissions or content.

## **9. SEVERABILITY**

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

## **10. MINORS**

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

## **11. VIRTUAL AND IN-PERSON MEETINGS**

Our Services are primarily provided through virtual means, such as video conferencing services and online platforms. However, we may also offer in-person meetings for certain services. You acknowledge and agree that your participation in any virtual or in-person meetings is at your own risk, and the Company shall not be liable for any injury, damage, loss, or expense, whether direct or indirect, arising out of or in connection with your participation in such meetings, regardless of the cause.

## **12. TECHNICAL ISSUES AND DOWNTIME**

The Company makes reasonable efforts to maintain the availability and functionality of the Services. However, technical issues or scheduled maintenance may occasionally result in temporary interruptions or

downtime. The Company is not responsible for any damages or losses that may occur due to such interruptions or downtime, and no refunds or compensation will be provided for any lost access or use of the Services during these periods.

### **13. CHANGES TO THE SERVICES**

The Company reserves the right, at its sole discretion, to modify, suspend, or discontinue any part of the Services, including but not limited to content, features, or pricing, with or without notice. By continuing to use the Services after any changes are made, you accept and agree to be bound by such changes.

### **14. USE OF TECHNOLOGY TOOLS AND DATA TRANSMISSION**

The Company may utilize various technology tools, including but not limited to, software and algorithms, to review and analyze student submissions. By using our Services, you acknowledge and agree that the Company may transmit your personal data, including student submissions, to third-party service providers, as needed to facilitate the use of these tools. The Company is committed to maintaining the privacy and security of your personal information, as outlined in our Privacy Policy.

### **15. PRIVACY POLICY**

Your use of our Services is subject to our Privacy Policy, which is available on our Website and is incorporated into this Agreement by reference. By using our Services, you acknowledge and agree that you have read and understand our Privacy Policy, and you consent to the collection, use, and disclosure of your personal information as described therein.

### **16. INTELLECTUAL PROPERTY**

All materials provided or made available through the Services, including but not limited to course content, videos, text, graphics, logos, and software, are the exclusive property of the Company or its licensors and are protected by applicable intellectual property laws. You agree not to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services without the prior written consent of the Company.

### **17. UNAUTHORIZED SHARING AND DISTRIBUTION**

You agree not to share, distribute, or otherwise make available any materials or content provided through the Services to any third parties without the express written consent of the Company. Unauthorized sharing or distribution of materials may result in the immediate termination of your access to the Services and may subject you to legal action.

### **18. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that you will not use the Services for any purpose that is unlawful or prohibited by this Agreement and that you will comply with all applicable laws and regulations in your use of the Services.

### **19. DATA PRIVACY AND SECURITY**

You are responsible for maintaining the confidentiality of your account information and password and for restricting access to your computer or device while using the Services. You agree to accept responsibility for all activities that occur under your account or password. The Company implements reasonable security measures to protect the confidentiality, integrity, and availability of your personal information, but cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

### **20. SECURITY AND CONFIDENTIALITY**

You agree to maintain the confidentiality and security of any materials, practice questions, and related content provided by the Company. You shall not disclose, reproduce, distribute, or share these materials in any form or by any means, except as expressly authorized by the Company. Any unauthorized use of test materials may result in the termination of your access to the Services and may expose you to legal liability.

## **21. USER CONTENT**

**User Content and Submissions:** In the course of using the Services, you may submit, post, or display text, images, videos, or other educational materials ("User Content"). By submitting, posting, or displaying User Content, you represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to use and authorize the Company to use the User Content. You also agree that you will not submit, post, or display any User Content that infringes, misappropriates, or violates any third-party intellectual property rights, including but not limited to copyrights, trademarks, and patents.

You grant the Company a worldwide, non-exclusive, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such User Content in connection with providing and promoting the Services. This includes a specific license for educational materials and submissions, such as essays and solutions, allowing the Company to share these materials with other students for educational purposes and use them in a manner that supports the provision and enhancement of the Services.

## **22. SHARING STUDENT RESPONSES**

The Company may share essays, solutions, questions and other educational submissions made by students ("Educational Submissions") with other students enrolled in the Company's services for educational purposes. While this sharing is intended to facilitate collaborative learning and provide exemplary coursework to enhance the educational experience, the Company does not guarantee the maintenance of academic integrity in the use or submission of these shared materials. Users are responsible for ensuring that their use of shared Educational Submissions adheres to the academic integrity policies of their respective or potential future educational institutions.

By submitting Educational Submissions, you acknowledge and agree that the Company is not responsible for any consequences, including disqualification or penalties, that may arise from your use of shared materials in violation of academic integrity policies. It is the user's responsibility to use these materials in a manner that complies with all relevant rules and regulations set forth by their educational institution. The Company expressly disclaims any liability for claims, damages, or losses resulting from any user's failure to adhere to such policies.

## **23. OWNERSHIP AND LICENSING OF EDUCATIONAL SUBMISSIONS**

**Ownership and Broad Use License of Educational Submissions:** Upon submission of any essays, solutions, questions, or other educational materials ("Educational Submissions"), you grant the Company a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, display, perform, adapt, modify, distribute, and create derivative works from these Educational Submissions. This license is granted for the purpose of facilitating educational services, including but not limited to, providing and enhancing the Services, sharing with current and future students, and for promotional and commercial use related to the Company's educational offerings. You represent and warrant that you have the necessary rights to grant this license for the Educational Submissions and that the use of such materials by the Company will not infringe on the rights of any third party.

## **24. CODE OF CONDUCT**

While using the Services, you agree to comply with all applicable laws, rules, and regulations. You also agree to abide by the following code of conduct:

- a. Maintain academic integrity in your use of the Services, which includes but is not limited to refraining from cheating, plagiarism, unauthorized collaboration, or any other activities that violate the principles of academic honesty. The Company reserves the right to terminate your access to the Services if it determines, in its sole discretion, that you have violated these principles.
- b. Do not use the Services to harass, threaten, or intimidate others, or to promote discrimination, hatred, or violence based on race, ethnicity, religion, gender, age, disability, or any other protected status.
- c. Do not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- d. Do not submit, post, or display any User Content that is unlawful, defamatory, obscene, pornographic, invasive of privacy or publicity rights, abusive, or otherwise objectionable, as determined by the Company in its sole discretion.
- e. Do not use the Services to transmit any viruses, worms, or other malicious software, or to engage in any activities that may interfere with, disrupt, or compromise the integrity or security of the Services.

## **25. ACCESSIBILITY AND ADA COMPLIANCE**

The Company is committed to providing a website and Services that are accessible to the widest possible audience, regardless of technology or ability. We are actively working to increase the accessibility and usability of our website and endeavor to conform to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. If you encounter any difficulty using our website or have suggestions for improving its accessibility, please contact us at [info@EduAvenues.com](mailto:info@EduAvenues.com).

## **26. COPPA COMPLIANCE**

The Children's Online Privacy Protection Act (COPPA) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from children under 13 years of age. If you are a child under 13 years of age, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn that we have collected personal information from a child under 13 years of age, we will delete that information as quickly as possible. If you believe that a child under 13 years of age may have provided us personal information, please contact us at [info@EduAvenues.com](mailto:info@EduAvenues.com).

## **27. TAXATION AND NEXUS**

You are solely responsible for any sales, use, or other taxes, fees, or charges imposed by any governmental authority in connection with your use of the Services. You agree to indemnify, defend, and hold the Company harmless from any such taxes, fees, or charges.

## **28. THIRD-PARTY CONTENT AND USER-GENERATED CONTENT**

The Services may contain content provided by third parties or user-generated content. The Company is not responsible for the accuracy, reliability, or appropriateness of any third-party content or user-generated content and shall not be liable for any damages arising from your use or reliance on such content.

## **29. EXPORT CONTROL**

You agree to comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations, and not to transfer, by electronic transmission or otherwise, any materials or content provided through the Services to a foreign national or a foreign destination in violation of such laws.

## **30. DISCLAIMER OF LIABILITY FOR PERSONAL OUTCOMES**

The Company provides educational services intended to support the academic endeavors of our users. While we strive to offer high-quality educational advice, resources, and support, we do not guarantee specific outcomes from the use of our Services. The Company is not a healthcare provider, and our Services are not intended to diagnose, treat, or manage any mental health conditions or other health issues. Users are advised that the stress of coursework, academic, extracurricular, and admissions pursuits can affect individuals differently, and we encourage all users to seek professional mental health advice if they experience distress. The Company disclaims all liability for any personal outcomes, including but not limited to stress, mental health difficulties, or self-harm, resulting directly or indirectly from the use of our Services.

### **31. MENTAL HEALTH RESOURCES AND REFERRAL CLAUSE**

**Mental Health Resources:** If you or someone you know is struggling with mental health issues, we encourage seeking help from a qualified mental health professional. This Service is not a substitute for professional mental health care. If you are in need of support, please consult with a healthcare provider. For immediate assistance, please contact a local mental health service or hotline. Remember, taking care of your mental health is as important as your academic success.

### **32. TERMS OF USE REGARDING ADVICE STRESS MANAGEMENT**

**Balanced Approach to Academic Success:** The Company's educational services, including tutoring, test preparation, and advising, are designed to assist students in achieving their academic goals. Our recommendations, such as but not limited to an emphasis on coursework, are provided with the intention of supporting academic improvement and are not meant to cause undue stress or anxiety. We encourage all users to maintain a balanced approach to their studies, prioritizing their health and well-being alongside academic achievements. Users are responsible for adopting strategies that best suit their individual needs and are encouraged to adjust their study practices as necessary to ensure a healthy balance between academic pursuits and personal well-being.

### **33. COMPLIANCE WITH ACCREDITATION STANDARDS**

The Company may not be accredited by any governmental or private accrediting agency. The Services are designed for educational and informational purposes only and should not be relied upon as a substitute for formal education, training, or certification from an accredited institution.

### **34. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of this Agreement, or your infringement or violation of any third-party rights, including intellectual property rights.

### **35. TERM AND TERMINATION**

This Agreement shall remain in effect for as long as you use the Services or until terminated by either party in accordance with this section. The Company may, in its sole discretion, terminate this Agreement and your access to the Services at any time, with or without cause, and with or without notice. For self-paced courses and live-courses that include self-paced materials, the Company reserves the right to cease access or purge students from the course at its discretion and as needed, without providing individual notice. You may terminate this Agreement by ceasing your use of the Services and deleting any materials or content obtained through the Services in your possession or control.

### **36. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. You agree that any dispute arising out of or in connection with this Agreement or your use of the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia, and you hereby submit to the personal jurisdiction of such courts.

### **37. DISPUTE RESOLUTION**

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Fairfax County, Virginia, before one arbitrator. The arbitrator shall be selected by mutual agreement of the parties or, failing such agreement, in accordance with the rules of a recognized arbitration body, such as the American Arbitration Association or JAMS. The arbitration shall be administered by the chosen arbitration body pursuant to its applicable rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

### **38. NOTICES**

All notices, requests, demands, and other communications under this Agreement must be in writing and sent via email. Notices to the Company should be sent to [info@EduAvenues.com](mailto:info@EduAvenues.com). Notices to you will be sent to the email address or physical address provided by you when registering for the Services or updating your account information. Notice will be deemed given upon the Company's confirmation that the email was successfully delivered or, if sent by mail, when delivered to the recipient's address.

### **39. ENTIRE AGREEMENT**

This Agreement, together with any applicable Privacy Policy, constitutes the entire agreement between you and the Company with respect to the Services and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

### **40. WAIVER**

No failure or delay by the Company in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

### **41. AMENDMENTS**

The Company may amend this Agreement from time to time by posting an updated version on the Website. Your continued use of the Services following the posting of any such amendment shall constitute your acceptance of the amended Agreement.

### **42. ASSIGNMENT**

You may not assign, delegate, or transfer this Agreement or any of your rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign, delegate, or transfer this Agreement or any of its rights or obligations under this Agreement without your consent.

### **43. FORCE MAJEURE**

The Company shall not be liable for any delay or failure in performance under this Agreement resulting from acts beyond its control, including, without limitation, acts of God, acts of war, terrorism, civil unrest, labor disputes, or other events or circumstances beyond the Company's reasonable control.

### **44. HEADINGS**

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision of this Agreement.

## **PRIVACY POLICY**

This Privacy Policy describes how EduAvenues LLC, doing business as TJTestPrep, and its affiliated websites, including eduavenues.com, tjtestprep.com, and pre-medprep.com (collectively, the "Company", "we", "us", or "our") collect, use, and disclose personal information when you access or use our website, services, or products (collectively, the "Services"). By using the Services, you agree to the collection, use, and disclosure of your personal information as described in this Privacy Policy.

### **1. INFORMATION WE COLLECT**

We collect personal information that you voluntarily provide to us when you register for an account, express an interest in obtaining information about us or our Services, or otherwise contact us.

The personal information that we collect may include, but is not limited to:

Name  
Email address  
Mailing address  
Phone number  
Date of birth  
Educational background  
Payment information

### **2. HOW WE USE YOUR INFORMATION**

We use your personal information for the following purposes:

To provide, maintain, and improve our Services  
To communicate with you about your account and our Services  
To process transactions and send you invoices  
To provide customer support and respond to your inquiries  
To analyze usage and user preferences to improve our Services  
To comply with legal obligations and enforce our Terms and Conditions

### **3. HOW WE SHARE YOUR INFORMATION**

We may share your personal information with third parties in the following situations:

With service providers that perform services on our behalf, such as payment processors, web hosting providers, and analytics providers  
With third-party tools and platforms that we use to provide our Services, such as video conferencing services, learning management systems, and artificial intelligence tools  
As required by law or in response to legal process or a request from a governmental agency  
To protect the rights, property, or safety of the Company, our users, or others  
In connection with the sale, merger, or other business transaction involving the Company

### **4. COOKIES AND OTHER TRACKING TECHNOLOGIES**

We may use cookies, web beacons, and other tracking technologies to collect information about your use of our Services, including your IP address, browser type, device type, operating system, and pages visited. You can disable cookies in your browser settings, but doing so may affect the functionality of our Services.

### **5. DATA SECURITY**



We implement reasonable security measures to protect the confidentiality, integrity, and availability of your personal information. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee the absolute security of your personal information.

#### **6. THIRD-PARTY LINKS AND SERVICES**

Our Services may contain links to or integrations with third-party websites, applications, or services that are not owned or controlled by the Company. We are not responsible for the content, privacy practices, or any other aspect of such third-party websites, applications, or services. By accessing or using these third-party links or services, you acknowledge and agree that the Company is not liable for any loss or damage that may arise from your use of or reliance on any third-party content, products, or services.

#### **7. DATA RETENTION**

We will retain your personal information for as long as necessary to fulfill the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements.

#### **8. YOUR RIGHTS AND CHOICES**

You have the right to access, correct, update, or request the deletion of your personal information at any time by contacting us at [info@EduAvenues.com](mailto:info@EduAvenues.com). You may also have the right to object to or restrict the processing of your personal information or to request data portability.

#### **9. CHANGES TO THIS PRIVACY POLICY**

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our website. You are advised to review this Privacy Policy periodically for any changes.

#### **10. CONTACT US**

If you have any questions or concerns about this Privacy Policy or our privacy practices, please contact us at:

Email: [info@EduAvenues](mailto:info@EduAvenues)