

Terms of Service Agreement

Last Updated: April 29, 2023

This Terms of Service 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. Students must provide at least 48 hours of notice to reschedule a meeting. 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.
- b. If a meeting is scheduled within 48 hours of the meeting time, the student may not reschedule.
- c. 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 Thomas Jefferson High School for Science and Technology or any college or university.

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. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COMPLIANCE WITH ACCREDITATION STANDARDS

The Company is not 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 of Service

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. 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.

7. 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. You may also have the right to object to or restrict the processing of your personal information or to request data portability.

8. 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.

9. CONTACT US

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

Email: info@EduAvenues