

## TESTMASTERS CLASSROOM SAT COURSE STUDENT AGREEMENT

### **COMMITMENT**

Testmasters is committed to offering all its courses at the highest possible quality. We firmly stand behind the quality of the teaching you will receive in our course. To support this commitment, we have the following guarantees and policies:

### **SCORE IMPROVEMENT GUARANTEE**

If you attend every class and do all of the homework, your SAT score will increase by at least 200 points. If it does not, we will allow you to enroll in the next available Live Online SAT course free of charge. (In the event that a particular live online course is not available, then you will have the option of taking the score improvement course in an on-demand online format.) Our priority is for you to succeed and to achieve your goal on the SAT. To be covered under the guarantee of score improvement, you must meet the following requirements:

1. You must attend all of the classes.
2. You must do all assigned homework and submit answers online at [www.testmasters.com](http://www.testmasters.com) within one week of the course ending but before your exam date.
3. You must take the next actual SAT or PSAT offered after finishing the course and notify us that you wish to exercise this guarantee within one week of receiving your scores. (In no cases will the guarantee be honored beyond 6 months from the last day of your original course regardless of make-ups.) Students must enroll in the next Live Online SAT course starting after the receipt of your scores.
4. You must reuse the course material from the previous course. No monetary compensation will be given in lieu of the free course. The free course is not transferable. Students can take the course at no charge only once.
5. You must be in compliance with all the terms of this agreement.
6. You must submit the official test score report from the test taken after the course. The basis for score improvement will be an official test taken before the course. If no such exam has been taken, then the score on your diagnostic test from your Testmasters course will be used as the basis for score improvement.

### **CLASS MAKE-UPS**

Students can make up four classes free of charge (missed exams if done at home and classes on holiday weekends do not count toward this limit). Make-ups can be done through alternate live online classes if available or through online video streams. After the first four make-ups, there is a \$30 charge per additional makeup. All make-ups must be completed within thirty days of the last day of your original course schedule.

### **FREE EXTRA-HELP GROUP TUTORIALS**

Extra help group tutorials are available absolutely free during the duration of your SAT course and up to four months afterwards. All group tutorials are done via live online classes. If you are having problems during your course, you are strongly encouraged to enroll in these free extra-help group tutorials.

The free tutorials are at specified dates and times listed online, and Testmasters reserves the right to change these dates, and times temporarily or permanently if necessary. The free tutorials have no monetary value, and Testmasters reserves the right to revoke privileges or cancel the program with no refund provided.

Testmasters also offers 1-on-1 private tutoring seven days a week from 10 am to 9 pm at an additional cost. The tutoring can be for the SAT or any academic school subject. Tutoring is available anywhere you want - at your home, at the Testmasters office, or any other place you choose.

### **FREE EXAM CLUB**

The Exam Club is a valuable resource of exams along with computerized scoring, essay grading, and feedback. Students that enroll in any Houston area full-length Testmasters SAT Course are given free access

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to SAT and PSAT exams in Exam Club for four months after their course ends. Students can also upgrade to the Platinum Exam Club (PEC) which allows them to attend Exam Club until they graduate from high school and allows access to additional exams beyond the Free Exam Club. The Platinum Exam Club is available for purchase for \$299 any time up until the last day of the student's original SAT course (make-ups do not change the date), after which it reverts to its regular student price of \$499. (For non-students, the PEC pricing is \$699.) Students who are members of the Platinum Exam Club have higher priority than regular Exam Club members to access Exam Club resources. As long as the student has not used the services of the \$299 Platinum Exam Club when purchased with a course, it may be cancelled and refunded in full up until the last day of the original Testmasters course (make-ups do not change the date); after this, there are no cancellations or refunds available. The \$499 and \$699 Platinum Exam Club are nonrefundable once purchased regardless of use.

Exam Club is held at specified locations, dates, and times listed online at [www.testmasters.com](http://www.testmasters.com), and Testmasters reserves the right to change these locations, dates, and times temporarily or permanently if necessary including making the resources available solely online. Currently, all Exam Club sessions are held at either the Testmasters Main Office in Southwest Houston or the Testmasters Gessner / Memorial Location, but TestMasters is also considering options to make Exam Club available through live online test administration due to upcoming changes in the way the official exams may be administered and issues associated with the recent COVID-19 pandemic. To be admitted to Exam Club, a student must have a current government-issued or school picture ID and their Testmasters Exam Club Admission Ticket. At the end of the session, it is the student's responsibility to pick up their ID. Students that forget to do this will have to wait until the next Exam Club date to pick up their ID or can pay a fee for someone to make a special trip to open up the Exam Club room if available. Students grade their exams by submitting scores online at [www.testmasters.com](http://www.testmasters.com) [<http://www.testmasters.com/>](http://www.testmasters.com/). As a part of Exam Club, each student gets ten free essay submissions where Testmasters graders read and score the essay. Students that are caught submitting plagiarized essays or by abusing the essay grading services may be blocked from using our essay grading services in the future and in some instances may entirely lose access to Exam Club resources. Testmasters cannot make any representation that the scores and essay grades received in Exam Club will predict your actual scores because many factors can affect actual test-taking performance. The free four-month Exam Club have no monetary value, and Testmasters reserves the right to revoke privileges or cancel the program with no refund provided for any particular student. If the Platinum Exam Club Program or particular student's membership is canceled or revoked by Testmasters, a student will receive a refund less applicable charges of thirty dollars for each Exam Club session attended in addition to ninety dollars for each week a student is a member of the program regardless of usage. Students who wish to attend Exam Club must enroll for each session beforehand provided seating is available. Enrollment in each Exam Club session is on a first-come, first-serve basis and is by no means guaranteed. Students that sign up for Exam Club sessions but cannot attend must cancel their sessions at least prior to the start of the session as specified by their ticket. Students that sign up for Exam Club sessions but do not show up will be charged thirty dollars per missed session starting with the second missed session. Students are responsible for protecting their login information, and are responsible for any activity on their account. Testmasters makes no representations that a student will be guaranteed a seat at any particular Exam Club session or location nor will a particular student be guaranteed any specific test. Testmasters reserves the right to adjust the number of exams available in Exam Club at its discretion. Testmasters reserves the right to temporarily or permanently ban a student or his or her parents from Exam Club for any reason and at its discretion. In particular, any student or parent that disrupts the testing or educational environment of any Testmasters sessions will be permanently removed from any future access. For the complete list of Exam Club rules, please contact the Testmasters office. Testmasters reserves the right to modify the rules for Exam Club at its discretion, and these modified rules will apply to previously enrolled Exam Club students that will attend any subsequent sessions.

## **GROUP DISCOUNT**

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In order to claim a group discount, you must input the group code for the group you wish to join online at [www.testmasters.com](http://www.testmasters.com) through your Testmasters account at least seven days prior to the start of your course. The other members of your group must start their courses within six days of the start of your course to be eligible group members for a discount. If you request a group discount and receive the corresponding discount at registration but later fail to input your group's code online prior to one week before the start of your course, then you will lose your group discount. Any technical problems claiming a group discount must be brought to the attention of the Testmasters prior to one week before the start of the particular student's course. Students claiming a group discount by selecting the option at registration and or inputting a group code online are ineligible to withdraw or switch courses outside the six-day group window due to the effect it would have on their group members regardless of the nature of the group.

## **REFUND POLICY**

You must provide a written notice at least seven days prior to the start date of the course to qualify for a full refund. Please email your request to Testmasters via the address [support@testmasters.com](mailto:support@testmasters.com). Should you become dissatisfied at any time during the course, we will promptly refund your course fee on a pro-rata basis less a \$300 administrative fee. In order to obtain a refund, there must be a written request for a refund and the return of all materials in an undamaged and unmarked condition. Otherwise, there is an additional \$100 materials fee. The refund will not include the classes missed prior to our receipt of the written request. Students that are not eligible for a full-refund that switch to a later course are still bound by the refund eligibility of the earlier course regardless of whether or not the later course is offered. Testmasters shall pay any refund due to any student within 30 days of the student's withdrawal. Students claiming any group discounts are ineligible for any type of refund as it could affect the others in the group. Also, Testmasters reserves the right to remove any student for whatever reason. In this case, the same refund policy would apply.

Testmasters sometimes offers discounts if you purchase multiple courses or products simultaneously. Examples of this would be purchasing an ACT course or Platinum Exam Club (secondary products) along with an SAT course (primary product). In exchange for this discount, you understand and agree that the fees paid for the secondary course or product are fully refundable only until the last day of the primary course or until the secondary course or product is first used, whichever is earlier. In order to receive a refund for the secondary course or product, you must provide written notice no later than the last day of the primary course. This refund policy also applies to cases where the discounted secondary course is prepaid for later registration in a course without enrolling in a specific course. Any changes to the schedule of any course (such as moving to a later course) must be done at least seven days prior to the start of the course or be assessed a \$100 change fee.

## **VIDEO SESSIONS**

Testmasters may occasionally record (video or audio) any class for make-ups, training purposes, or teacher feedback. In addition, occasionally classes are photographed for advertising purposes. Testmasters has full ownership rights to use and distribute these videos and pictures. Students who wish to not be on camera must notify the Testmasters office in writing prior to the start of the course. Any materials generated from the class are owned by Testmasters including but not limited to recordings, essays, testimonials, suggestions, and evaluations.

## **PLEASE READ**

I understand that I am signing up for a classroom course taught by Test Masters Educational Services, Inc., a Texas Corporation headquartered in Houston, TX that was started in 1991, has taught thousands of students for various exams, and currently offers courses for a variety of exams including but not limited to the GMAT, GRE, LSAT, SAT, PSAT, ACT, ISEE, and EIT & PE Professional Engineering exams around the country.

I understand that Test Masters Educational Services, Inc. has its website at [www.testmasters.com](http://www.testmasters.com) and is commonly known as Testmasters, and I have done my research to make sure this is the company that I am

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looking for to prepare me for my exam. I agree to arbitrate any disputes that may arise between us relating to this contract, and the arbitration will take place in Houston, TX, under the commercial rules and procedures of the American Arbitration Association. Notwithstanding the arbitration clause, if there is any clause for legal proceedings anywhere, I agree that the sole and exclusive venue should be in Houston, TX, even if my residence is in another state or country and I would otherwise not be subject to such jurisdiction. By signing below, I waive any rights to claim confusion or misrepresentation in any way. I also certify that all the information I have provided about my identity is correct and accurate. I also attest that I am a student in good faith who is utilizing the services of Testmasters solely for the purpose of gaining admission to the school of my choice, and that I am not an employee or agent of any other test preparation company.

I agree that the Testmasters course materials are the sole and exclusive property of Testmasters (except for actual questions licensed from the test makers), and I will use the Testmasters materials for the sole purpose of preparing for my exam. I will not use the Testmasters materials except as expressly permitted by this agreement. Testmasters reserves all rights in the materials that are not expressly granted to me in this agreement. I shall not copy or allow to be copied or reproduced in any way, form, or manner, electronic or otherwise, any of the Testmasters materials. I will keep the Testmasters materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal the Testmasters materials or their contents, to any other person or entity. Additionally, I relinquish all ownership rights in any ideas or suggestions that I submit to Testmasters while I am receiving services under this agreement. I acknowledge that Testmasters has full right to use and implement any such ideas and suggestions.

I will not directly or indirectly disrupt, disturb, or otherwise unduly interfere with the conduct of any Testmasters class meeting, nor will I be involved with a third party doing the same. Testmasters reserves the right to remove any student that is deemed to be an agent of another company with no refund given. Upon my breach of any provision of this agreement, as determined by Testmasters, Testmasters may pursue, in its discretion, all of its legal remedies, including but not limited to termination of my enrollment in the course.

I certify that I am not a resident of California nor will I view the Testmasters online course in the State of California. I understand that Testmasters does not do businesses in California. I agree that I will not electronically record the course lectures in any way.

I understand that if I am in violation of any of the policies mentioned in this agreement or I misrepresent my identity or appear to be working for a competitor that I may be dropped from the course and/or lose access to any services with no refund of any fees paid. I understand that if I share access to the Testmasters materials or courses in any way with a competitor or third party, I may be dropped from the course and/or lose access to any services without any refund whatsoever. I understand that if I dispute a charge through a credit card chargeback or initiate a dispute any other way, I may have my services suspended until the resolution of the dispute. I also understand that should I lose the dispute, my account may be assessed a one hundred dollar fee which I agree to pay prior to the resumption of services.

I agree not to directly solicit instruction or services from a Testmasters instructor in attempts to bypass proper registration through the Testmasters office or website. Otherwise, I may lose access to future Testmasters services without a refund and be subject to civil penalties in the case of legal action.

I understand that some of the classes in my course are in-class exams which are graded by Testmasters. I understand that given the high volume of exams that are graded by Testmasters, that occasionally there could be delays or errors. I agree not to hold Testmasters liable for any delays or errors in the grading process or essay grading (if applicable). Testmasters owns any and all essays written by me through class and can publish or distribute such essays at its discretion. I understand that at times of high volumes, the essays can take up to a week to grade after the exam is administered. Testmasters does not return the essays after they are graded given the sheer volume of essays it receives.

I agree that for students that are minors and do not have their own transportation, that parents are expected to pick up their child at the conclusion of the class. I agree that if a teacher is required to wait because a parent is late picking up his or her child, the account may be assessed a fee equivalent to thirty dollars for every fifteen

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minutes the parent is late.

I understand that Testmasters provides candy, pizza, and other snacks throughout its courses for its students to maintain a positive and upbeat learning environment. I agree that should I have any food allergies that I shall notify Testmasters beforehand. In addition, I agree to hold Testmasters harmless for any food or other allergies or any sickness that may be triggered as a result of eating in the Testmasters courses.

I understand and agree that Testmasters reserves the right to suspend my services should I have an unpaid balance. I agree and understand that as a part of accepting this agreement that if I have a dispute or complaint on any Testmasters service or product, I will act in good faith and first give Testmasters at least thirty days to resolve any issues I may have prior to going to any third party including postings online. Should I not comply or act in bad faith, I understand that my services may be suspended or terminated.

I understand that while every effort is taken to avoid errors within the pages of the [www.testmasters.com](http://www.testmasters.com) website or via any of the company's other methods of communications (including brochures, phone calls, and emails), Testmasters cannot accept responsibility for the accuracy of any particular statement, extract, or information contained within them. We will attempt to ensure that information, materials and data on this site or otherwise are complete, accurate and up-to-date. Information on this website or otherwise is for guidance only and cannot cover all circumstances. Product pricing information is normally accurate, but occasionally there may be errors in calculations or listings that may require a student to revisit his or her registration or purchase upon notification. In such cases, the customer will be given the option to either accept the correct terms of the purchased product or service or have the purchase cancelled less a prorated or itemized charge for any portion of the product or service that may have been used. In any and all cases, Testmasters reserves the right to cancel or suspend any product or service provided to any particular student for any reason at any time. I also understand and agree that Testmasters has the right to modify its policies and procedures for any of its products and services without advance notice and at its discretion at any time.

I will not hold Testmasters liable for any denied admissions from any educational institution. In no event will Testmasters be liable for any special, incidental or consequential damages (however arising, including negligence) arising out of or in connection with this agreement or my receipt of the services. Any testimonials given to Testmasters are properties of Testmasters. The student gives Testmasters full copyright authority on the testimonials and Testmasters may use the testimonials in any way it wishes.

I agree that in no event shall Testmasters be liable to me in an amount greater than \$100. The parties acknowledge that some states may not allow the foregoing limitations of liability. Further, I agree to hold Testmasters harmless from any academic, administrative, criminal, or civil proceedings brought about by my own negligent or intentional furnishing of misrepresentative information.

I agree that, except as expressly set forth in this agreement, the information and materials relating to the services are provided "as is," and Testmasters expressly disclaims all warranties or conditions of any kind (express, implied or statutory), including without limitation the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Without limiting the foregoing, some states may not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply.

I agree that any disputes, claims, or actions arising out of or relating to this enrollment agreement shall be governed by the laws of the State of Texas as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents, and will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in Houston, Texas, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator is final and binding upon the parties without appeal or review, except as permitted by Texas law.

Notwithstanding the foregoing, either party may seek any interim or preliminary relief from a court of competent jurisdiction in Houston, Texas as necessary to protect the party's rights or property pending the completion of arbitration.

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I agree that for the purposes of this agreement I am subject to the personal jurisdiction of the courts located in Houston, Texas, and Houston, Texas is the exclusive forum for the resolution of any dispute between us, even if my residence is in another state or country and I would otherwise not be subject to such jurisdiction.

If any portion of this agreement is deemed unenforceable, that portion will be enforced to the maximum extent possible and the remaining portions of the agreement will be given full effect. Testmasters' failure to act in a particular circumstance does not waive the ability to act with respect to that circumstance or similar circumstances. Testmasters is excused for any failure to perform to the extent that its performance is prevented by any reason outside its control including governmental decisions (such as a mandatory evacuation), natural disasters, epidemics, acts of God, and acts of war. In these cases, students will be given online video make-ups at no additional charge for the duration of the course. This agreement constitutes the entire agreement between me and Testmasters, and supersedes the provisions of any other agreements or understandings (oral or written), between the parties with respect to my enrollment in the course and receipt of the services. I understand that should I violate any aspect of this agreement, I may have my services interrupted or terminated with no guarantee of refund or I may have my guarantee voided.

I understand that if I have used my parent's or someone else's credit card for payment for this course, I have received their permission to do so and I take full responsibility for the use of the credit card. Further, any check written by me and returned unpaid for any reason shall be subject to a \$100 service fee per check. In exchange for the above considerations, Testmasters shall provide test preparation services to me in a professional and commercially reasonable manner that will help me pursue my educational goals.

From time to time, TestMasters will send you emails on registration confirmations, course information, graded tests, options for discounts on additional courses, and possible job opportunities. With this agreement, you agree to opt in and receive such information which in some cases is important for your enrollment in the course. At any time you may opt out of receiving such emails by sending a request to opt out to [support@testmasters.com](mailto:support@testmasters.com).

I have read every word and clearly understand what is written above. By signing and submitting this form, I agree to be enrolled in the preparation course.