

# PowerScore 1L Advantage Course Enrollment Agreement

This document constitutes a binding Enrollment Agreement between PowerScore and the undersigned student ("Student"), pursuant to the terms set forth below (the "Enrollment Agreement"):

#### A. PowerScore shall provide to Student:

(1) Access to all sessions of the PowerScore 1L Advantage Course for a period of one year following purchase date and all other course materials and content that PowerScore, in its discretion, shall determine to include in its course curriculum (collectively, the "PowerScore Materials");

#### B. Student agrees:

- (1) Student has received a license from PowerScore for use of the PowerScore Materials, and the PowerScore Materials have not been sold to Student. The PowerScore Materials are for use only under the terms of this Agreement, and PowerScore reserves all rights not expressly granted to Student.
- (2) Student shall not copy or cause to be copied or reproduced in any way, form, or manner, electronic or otherwise, any of the PowerScore Materials or Course Content;
- (3) Student will keep the PowerScore Materials and Course Content confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal the PowerScore Materials or their contents, to any other person or entity;
- C. Student warrants that Student is not an agent or employee of any other test preparation company and has purchased the PowerScore 1L Advantage Course solely for the purpose of preparing for law school.
- D. In the event that Student breaches any of Student's promises and warranties as set forth in Paragraphs B and C herein, Student agrees that, in addition to and without limitation of any other right or remedy to which PowerScore is entitled, PowerScore may terminate Student's further participation in the PowerScore 1L Advantage Course and may revoke Student's right to use the PowerScore Materials.

### E. PowerScore 1L Advantage Course Refund Policy:

- (1) The PowerScore 1L Advantage Course is completely non-refundable and non-returnable upon purchase.
- (2) Funds paid for the PowerScore 1L Advantage Course will not be refunded or applied to a different PowerScore service under any circumstance.

## F. PowerScore Services Policies:

(1) PowerScore 1L Advantage Course access begins upon purchase and expires one year following purchase date.

### G. Other Policies:

- (1) Student has read, understands, and agrees to the terms of this Enrollment Agreement;
- (2) PowerScore has made no statements, representations, promises or guarantee as to Student's performance in law school.
- (3) PowerScore classes are subject to change or cancellation.
- (4) PowerScore is not responsible for any delay in performance or failure to perform, if that delay or failure results from conditions beyond PowerScore's reasonable control, including but not limited to inclement weather, mechanical or electronic problems, communications failure, and/or any other cause beyond PowerScore's reasonable control.