

## Terms and Conditions Agreement

Last Updated: January 10, 2025

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](http://eduavenues.com), [tjtestprep.com](http://tjtestprep.com), and [pre-medprep.com](http://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 programs, 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 purchase, unless otherwise agreed in writing. For multi-session services, such as coaching programs or recurring tutoring, payment must be made in full before Services commence, unless an installment plan is explicitly offered by the Company. Except as required by applicable law or as stated in this Agreement, all sales are final. The Company, at its sole discretion, may choose to issue partial or full refunds in extenuating circumstances; however, these refunds are not guaranteed. The Company's decision regarding refunds is final and binding on all parties. If any consumer protection or "cooling-off" law applies to you (for example, certain states or countries mandate a short cancellation period), we will comply with those legal obligations. Otherwise, refunds or cancellations requested after Services have begun are not guaranteed and will be evaluated on a case-by-case basis at the company's sole discretion.

### 3. DELIVERY TERMS AND REFUND POLICY

Services, including access to course materials or scheduling instructions, are considered delivered when the Company sends an email or other communication to the contact information provided by the participant during registration. Delivery is deemed complete once the communication is sent, regardless of whether the participant accesses or acknowledges receipt. For services involving immediate access to materials, such as self-paced programs, delivery is fulfilled upon sending access instructions or logistical details. For multi-session or coaching-related services, delivery begins when access to materials is provided, scheduling is initiated, or the first session occurs, whichever comes first.

Participants are solely responsible for ensuring that their contact information is accurate and up-to-date at the time of registration. The Company is not responsible for undelivered communications resulting from incorrect or outdated contact details, non-functional email addresses, spam filters, or technical issues outside the Company's control. Any changes to contact information must be promptly communicated to

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the Company, as failure to do so does not constitute non-delivery and will not entitle the participant to a refund.

Participants are expected to follow access instructions, attend scheduled sessions, and adhere to the assigned schedule. While participants may request specific time slots during registration for multi-session programs, the Company does not guarantee the availability of preferred times. Time slots are assigned based on availability and operational considerations. The inability to secure a preferred time slot or failure to attend sessions does not constitute non-delivery and does not qualify for a refund or alternative compensation.

Before requesting a refund or initiating a payment dispute, participants must contact the Company through at least two official communication methods, such as email at [info@eduavenues.com](mailto:info@eduavenues.com), phone, or WhatsApp at 703-662-1220, and allow up to seven business days for resolution. Filing a dispute without completing this resolution process constitutes a violation of this Agreement. Refunds, if granted, are at the sole discretion of the Company and may be subject to deductions for transaction and payment processing fees. Once service delivery has commenced, the Company is under no obligation to provide refunds.

**Legal Compliance and Partial Refunds:** The Company reserves the right, in its sole discretion, to issue partial or full refunds if warranted by the circumstances. Some jurisdictions require certain refunds or cancellation periods. If you reside in a jurisdiction that mandates specific consumer protections or a “cooling-off” window, the Company will comply with any minimum statutory requirements. Outside of these requirements, refunds are not guaranteed once service delivery has commenced.

#### **4. USER RESPONSIBILITY FOR CONTACT INFORMATION**

By using the Services, you agree to provide accurate and up-to-date contact information, including your email address and phone number. The Company will rely on this information to deliver access instructions, materials, and updates. If you fail to provide accurate contact information, resulting in undelivered communications, you accept full responsibility for any resulting delays or inability to access the Services.

The Company shall not be liable for undelivered communications due to incorrect, outdated, or otherwise non-functional contact information provided by the participant. Updates to contact information must be submitted in writing to the Company at [info@eduavenues.com](mailto:info@eduavenues.com).

#### **5. RESCHEDULING AND CANCELLATION POLICY**

For **single-student classes**, students may request to reschedule by providing **at least forty-eight (48) hours of notice**. While the Company will consider such requests, it is not obligated to grant them. If less than forty-eight (48) hours of notice is provided, the student forfeits the right to that session, which will be billed at the full rate. Additionally, if a single-student class is scheduled within forty-eight (48) hours of its start time, the student may not reschedule under any circumstances.

For **multiple-student classes**, the Company adheres to strict enrollment caps and scheduled times, and is under no obligation to accommodate requests for switching or rescheduling. If a student or parent/guardian cannot attend a scheduled class, they may inquire about receiving a recording (if available), but the Company makes no guarantees regarding the availability of recordings or alternative sessions. At its sole discretion—and only if space permits—the Company may allow a participant to join a different session; however, no participant should rely on this possibility. Under no circumstances will refunds, credits, or other compensation be provided for missed sessions or for rescheduling requests that the Company declines to grant.

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The Company additionally reserves the right to change or reassign instructors at any time, without prior notice, and does not provide refunds or other compensation for any perceived differences in teaching style or methodology. Participants acknowledge that no instructor is guaranteed, and the quality of instruction is expected to remain consistent regardless of which instructor is assigned.

The Company also maintains the right to reschedule or cancel any session, class, or meeting at its sole discretion. In such cases, the Company will make reasonable efforts to notify participants promptly and may provide an alternate session or class if feasible. However, no refunds or credits will be issued for cancellations or changes resulting from circumstances beyond the Company's control, including but not limited to natural disasters, technical disruptions, or force majeure events. Participants likewise are not entitled to refunds or credits for minor rescheduling adjustments when an alternate session is offered.

By enrolling in or using the Services, all participants acknowledge and accept that these rescheduling, cancellation, and instructor change policies do not constitute a breach of this Agreement, provided that the Company makes reasonable efforts to communicate and offer solutions where practicable. No participant, under any circumstances, may claim a refund, credit, or compensation for scheduling conflicts, instructor changes, or any Company-initiated alterations that adhere to the guidelines set forth in this policy.

## **6. 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, for reasons including, but not limited to, violation of this Agreement or misuse of the Services, or termination of the offering. In such cases, the Company will make reasonable efforts to provide notice to the student.

## **7. SINGLE USER LICENSE AND PROHIBITED USES**

The Company's educational services, including self-paced programs, coaching services, and group sessions, are licensed exclusively to the individual participant registered for the program. This single-user license is non-transferable and strictly limited to the enrolled student. Access credentials, program materials, and course content are assigned solely to the registered participant and may not be shared, sold, or transferred to any other individual, including but not limited to family members, siblings, or friends. Unauthorized use, such as sharing login credentials, reproducing or distributing program materials, or providing access links to others, constitutes a material breach of this Agreement and will result in immediate termination of access without refund.

To ensure compliance, the Company reserves the right to monitor usage patterns, such as IP addresses and account activity. Any violations of this policy may result in additional fees, permanent suspension from all current and future services, and legal action to recover damages. Access to program materials is valid only for the duration of the registered participant's enrollment, as determined by the program timeline or the completion of the participant's admissions exam. This single-user license does not grant ownership rights over the program materials, which remain the exclusive intellectual property of the Company and are protected by copyright, trademark, and intellectual property laws.

Participants and their guardians acknowledge and agree to these terms upon enrollment. Any violation of the single-user license waives all claims to refunds and grants the Company the right to pursue legal remedies, including statutory damages and other penalties. The Company's intellectual property includes all instructional materials, videos, documents, and interactive tools provided during the program. Unauthorized use or reproduction of proprietary content will result in immediate suspension and may trigger legal proceedings, including audits of account activity to verify compliance.

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## 8. PRIVACY AND ANONYMITY POLICY

**No Guarantee of Privacy or Anonymity:** The Company does not guarantee privacy or anonymity. When you participate in any program, class, or practice exam session, your name, username, voice, video feed, assignments, or other identifying information may be visible to instructors, staff, and/or other participants. If you choose to enable your microphone or camera, share your screen, or otherwise disclose personal information during live sessions, you do so at your own discretion.

**Interaction with Other Participants:** The Services often involve group interactions, including virtual meetings where participants can see and hear each other, access shared documents, or view chat messages. Other participants may come from the same school, neighborhood, or broader community, and they may already know or recognize you. The Company is **not** obligated to alter group compositions or make special arrangements due to prior or newfound familiarity between participants.

**No Special Accommodations for Anonymity:** The Company is under no obligation to conceal your identity, reassign you to different groups, or provide any special accommodations to preserve anonymity. By enrolling, you accept that other participants may learn of your enrollment status, see your submissions, and become aware of your personal information if you choose to share it.

**Prohibition on Sharing Others' Information:** Participants and their guardians are strictly prohibited from copying, recording, distributing, or disseminating the personal information, images, videos, audio, or submissions of other participants. Such actions constitute a material breach of this Agreement and may result in immediate termination of your access to the Services without refund, as well as legal action. You are solely responsible for respecting the privacy and personal boundaries of other participants.

**Modification of Privacy Practices:** The Company may, at its sole discretion, modify its privacy-related practices or policies without notice. Any such modifications will apply to existing and future participants alike.

**Your Assumption of Risk:** By enrolling in the Services, you acknowledge that any information you share in a group or live online setting could be seen, heard, or recorded by others. The Company expressly disclaims any liability for how other participants or third parties may use, store, or share information that you choose to disclose. If you have concerns about preserving your anonymity or personal information, you should refrain from sharing identifying information during group sessions or consider whether the Services are appropriate for you.

Your continued participation in the Services confirms your understanding and acceptance of these terms. If you **cannot** accept the fact that privacy or anonymity is **not** guaranteed, do **not** enroll or participate in the Company's programs.

## 9. MEDIA & RECORDINGS POLICY

**Recording of Group Sessions:** The Company may record group classes, webinars, practice exams, or other sessions ("Group Sessions") for purposes that include, but are not limited to, providing replays to absent participants, conducting quality reviews, and improving our Services. By participating in Group Sessions, you acknowledge and agree that these sessions may be recorded without requiring individual consent from each participant. No participant may demand that a Group Session remain unrecorded, nor request the cancellation of a planned recording, on the basis of their personal preference.

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**Recording of Individual Sessions:** On occasion, the Company may also record one-on-one or private tutoring sessions (“Individual Sessions”) for similar purposes, including but not limited to internal training, quality assurance, or providing a replay at the sole discretion of the Company. By engaging in any Individual Session, you acknowledge and agree that such sessions may be recorded under the same terms and conditions stated in this Policy. If you do not wish to appear in an Individual Session recording, it is your responsibility to inform the Company before the session begins; however, the Company is under no obligation to accommodate requests to cancel or disable recordings.

**No Individualized Requests:** Because both Group Sessions and Individual Sessions may be recorded for operational reasons, the Company cannot accommodate personal requests to refrain from recording solely to benefit one user. If you do not wish to appear in recordings (whether via video, audio, screen name, or chat contributions), it is your responsibility to mute your microphone, disable your camera, and/or refrain from speaking or participating visibly. You understand and accept that doing so may limit your in-session interactions.

**Use of Recordings:** The Company may make recorded sessions (group or individual) available to registered participants for review or makeup purposes, at its sole discretion. Recordings may also be used for staff training, internal quality control, promotional materials, or other lawful business-related needs. The Company does not guarantee indefinite availability of any recording and may remove or delete recordings at any time without notice.

**Photo/Video Release and No Expectation of Compensation:** By participating in the Services—whether in a Group Session or an Individual Session—you grant the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, display, perform, and distribute recordings or images that contain your voice, likeness, or other identifying information. This license applies to the Company’s lawful business purposes, including marketing and promotional materials (unless you have a separate, written agreement stating otherwise). You agree that you shall not receive any compensation for the use of such recordings or images.

**Confidentiality and Privacy Limitations:** The Company cannot guarantee that other participants, or even third parties, will not capture, share, or misuse the recordings. By enrolling, you acknowledge the inherent risks of participating in recorded sessions and waive any claims against the Company for how other participants or unauthorized parties may use, store, reproduce, or distribute such recordings.

**No Guarantee of Personal Review:** While the Company may provide recorded sessions for makeup or study purposes, it has no obligation to furnish custom edits, personalized clips, or ensure the recording of every single session. Recordings are provided “as is,” and the Company disclaims liability for any technical or accessibility issues that may arise in playback.

**Acceptance of Terms:** By continuing to use our Services, you acknowledge that you have read, understood, and agree to this Media & Recordings Policy, including the Company’s right to record both Group Sessions and Individual Sessions as outlined above. If you cannot accept these terms, you should refrain from enrolling in or participating in any recorded session.

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## **10. ESSAY SUBMISSIONS**

The Company reserves the right to determine the time required to review essay submissions. Users should not expect feedback within a guaranteed timeframe. You acknowledge that timelines provided on the website and other materials are merely historical estimates and not an expectation of future timelines.

## **11. 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. The Company makes no representations, warranties, or guarantees regarding any External Tutor's reliability, qualifications, or results. All such services are provided solely by the External Tutor on an "as is" basis. Some jurisdictions do not allow the exclusion of certain warranties. In such jurisdictions, these limitations apply to the greatest extent permitted by law.

## **12. 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.

## **13. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, 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 within the 12 months preceding the claim. The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, goodwill, or other intangible losses, whether incurred directly or indirectly. This includes, but is not limited to, losses resulting from:

- (a) your access to or inability to access or use the Services;
- (b) conduct or content of any third party on the Services, including without limitation defamatory, offensive, or illegal conduct of other users or third parties;
- (c) unauthorized access, use, or alteration of your transmissions or content; or
- (d) technical failures, interruptions, or errors beyond the Company's reasonable control, including issues arising from third-party platforms or tools integrated with the Services.

This limitation does not alter or reduce your obligation to indemnify the Company as outlined in this Agreement.

## **14. 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.

## **15. MINORS**

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- a. **Parental Consent:** Where the Student is under the age of 18, a parent or legal guardian (“Parent/Guardian”) must register for the Services on the minor’s behalf and must agree to all terms and conditions contained herein. By enrolling a minor, the Parent/Guardian represents and warrants that they are at least 18 years old, have full authority to enter into this Agreement on the minor’s behalf, and consent to the minor’s use of the Services subject to this Agreement.
- b. **Under 13 (COPPA Compliance):** If the student is under 13 years of age, the Parent/Guardian must provide verifiable parental consent for online data collection. By registering a child under 13, the Parent/Guardian acknowledges that they are providing such consent, and that the Parent/Guardian’s name, contact information, and other relevant details may be used to confirm such consent.
- c. **Account Creation:** The Parent/Guardian is responsible for creating and managing the minor’s account. If the minor directly creates an account or uses an email address, the Parent/Guardian remains responsible for monitoring the minor’s activities and ensuring compliance with this Agreement.
- d. **Scope of Consent:** The Parent/Guardian acknowledges and agrees that the minor’s use of the Services is also subject to any dispute resolution clauses herein, including arbitration and class action waivers, unless local law prohibits enforcement of such clauses against minors. In the event local law (such as in California) restricts arbitration or class action waivers for minors, such restrictions will apply to the extent required by law.
- e. **Liability:** The Parent/Guardian accepts full responsibility for all activities, fees, and liabilities arising from the minor’s use of the Services, including ensuring that the minor complies with this Agreement.

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

Our Services are primarily provided through virtual platforms, such as video conferencing and online tools. However, we may, at our sole discretion, offer in-person meetings or tutoring sessions upon request. You acknowledge and agree that:

- a. **In-Person Disclaimer:** The Company may not conduct background checks on every instructor or staff member for in-person services. If you elect to participate in or host in-person sessions, you assume all associated risks, including but not limited to any potential safety, security, or property-related issues. The Company disclaims all liability for injuries, loss, or damages arising out of or related to in-person meetings, except where prohibited by law.
- b. **Virtual Default:** The Company shall not be liable for any failure to provide in-person sessions if circumstances or operational needs dictate virtual-only instruction. The availability of in-person services is not guaranteed.
- c. **Parent/Guardian Responsibility:** If the participant is a minor, the Parent/Guardian remains responsible for the minor’s safety, transportation, and supervision during any in-person meeting.

## **17. 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.

## **18. CHANGES TO THE SERVICES**

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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.

#### **19. 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.

#### **20. THIRD-PARTY REFERRALS & EXTERNAL TUTORS**

From time to time, the Company (“we,” “us,” or “our”) may recommend or refer students to third-party tutors, mentors, or academic consultants (collectively, “External Tutors”). These External Tutors are not employees, contractors, or agents of the Company, and we do not conduct background checks or otherwise vet their credentials, qualifications, or suitability. Any relationship you form with an External Tutor is strictly between you and that individual.

- a. **No Endorsement or Guarantee:** The Company does not endorse, guarantee, warrant, or make any representations regarding the quality, accuracy, or reliability of the services provided by External Tutors. References to a tutor’s educational background, such as attendance at top universities, are provided for informational purposes only and do not constitute an endorsement of their services.
- b. **Independent Providers & Potential Referral Fees:** External Tutors operate as independent providers who set their own rates, schedules, and terms. The Company does not handle payments to or from these External Tutors. We may or may not receive referral fees, commissions, or other financial benefits in connection with referring students to External Tutors. The existence or potential existence of any financial arrangement does not imply an endorsement of, or responsibility for, the External Tutor’s services.
- c. **No Liability:** You acknowledge and agree that the Company shall not be held liable for any actions, omissions, advice, or services provided by External Tutors. Any disputes, refunds, or claims arising out of or related to your relationship with an External Tutor must be directed solely to that tutor and handled between you and them. The Company expressly disclaims any and all liability for claims, losses, or damages of any kind that may arise out of or in connection with your use of, or reliance on, services offered by External Tutors.
- d. **Your Responsibility:** It is your responsibility to assess, evaluate, and investigate the suitability of any External Tutor for your needs. You should exercise due diligence, which may include reviewing available background information, asking for references, or discussing credentials, before engaging any third party for tutoring or related academic services.

By using our Services, you acknowledge and agree that any referral to an External Tutor is provided solely for your convenience, and that the Company makes no representations or warranties regarding such External Tutors or their services.

#### **21. 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

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you have read and understand our Privacy Policy, and you consent to the collection, use, and disclosure of your personal information as described therein.

## **22. INTELLECTUAL PROPERTY**

All program content, materials, branding, strategies, and other proprietary elements, including but not limited to course structures, lesson plans, assessments, unique instructional methodologies, and promotional materials, are the exclusive property of the Company and are protected by copyright, trademark, and intellectual property laws. This includes, but is not limited to, the use of the Company's branding elements such as logos, color schemes, trademarks (e.g., the name "TJ Test Prep"), and any other distinguishing features.

Participants and their guardians are strictly prohibited from copying, reproducing, distributing, or adapting these materials and elements for any purpose, whether personal, educational, or commercial. Unauthorized use, including but not limited to the creation of derivative works, imitation of course structure, or misrepresentation of affiliation, constitutes a violation of this Agreement and may result in immediate termination of access to services, in addition to legal action.

The Company reserves the right to issue cease-and-desist orders and pursue monetary damages for any violations, including but not limited to compensation for lost revenue, statutory damages, punitive damages, and attorney fees. Additionally, any use of the Company's proprietary content or branding to create competing or derivative programs, courses, or businesses will be subject to the fullest extent of legal enforcement, including claims for trade secret misappropriation, trademark infringement, and unfair competition.

**Breach Remedies:** Any unauthorized use, copying, distribution, or sale of the Company's materials or intellectual property (including self-paced programs, logos, content, or course documents) constitutes a material breach of this Agreement. In such an event, we reserve the right to pursue any and all legal or equitable remedies available, including but not limited to: • Injunctive relief to prevent further misuse; • Monetary damages, including recovery of lost revenue, reputational harm, and attorneys' fees; • Statutory or enhanced damages under applicable intellectual property laws; and • Termination of your access to the Services without refund. You acknowledge that the Company may suffer substantial harm from unauthorized use, and the precise amount of damages may be difficult to calculate. As such, the Company may, at its discretion, seek statutory or enhanced damages to the fullest extent permitted by law.

## **23. 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.

## **24. 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.

## **25. 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

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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.

## 26. 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.

## 27. USER CONTENT

As part of using the Services, you may submit, post, or display text, images, videos, application essays, solutions, or other educational materials ("User Content"). By submitting 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 further agree not to submit any User Content that infringes, misappropriates, or violates any third-party intellectual property rights, including but not limited to copyrights, trademarks, and patents.

By submitting User Content, you grant the Company a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute, and store such User Content for purposes connected with providing, improving, and promoting the Services. This license includes, but is not limited to:

- **Educational Purposes:** Sharing application essays, solutions, or other submissions as examples with current or future students to support their educational experience.
- **Data Retention:** Retaining User Content in the Company's databases for operational, training, and reference purposes.
- **AI Training and Development:** Using User Content, including application essays, to train, improve, and refine artificial intelligence models that support and enhance the Services.
- **Content Promotion:** Utilizing anonymized excerpts or examples of User Content for marketing or promotional materials.

The Company will take reasonable steps to anonymize identifiable information in User Content when used for broader educational or promotional purposes. However, by submitting User Content, you acknowledge and agree that it may be shared with other participants or used in aggregate for educational or service improvement purposes.

By enrolling or participating in the Services, you expressly consent to the Company's rights to retain, use, and process your User Content as described in this section. If you do not agree to these terms, please refrain from submitting User Content or using the Services.

## 28. 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

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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.

### **29. 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"), to the extent permitted by law, 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.

### **30. 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 enhanced 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, intimidate, or bully 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. **Zero Tolerance for Inappropriate Content:** Do not submit, share, post, or display any content that is unlawful, defamatory, obscene, pornographic, sexually explicit, invasive of privacy, abusive, violent, or otherwise objectionable. This includes any attempt to share or display inappropriate material, whether through video conferencing tools, uploaded files, chat functions, or any other feature of the Services. Violation of this policy will result in immediate termination of access, reporting to relevant authorities, and potential legal action.
- e. **Instructor Discretion and Reporting:** The Company reserves the right to immediately terminate or suspend a session if a participant violates these guidelines. If the participant is a minor, the Company will

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notify the parent or guardian and may recommend further disciplinary action. Users are encouraged to report any inappropriate behavior directly to the Company.

f. 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.

#### **Violation Consequences:**

- Immediate termination of services without refund.
- Permanent suspension from all future services.
- Reporting to appropriate authorities when required by law.
- Legal action, including claims for damages and statutory penalties.

By participating in our Services, you acknowledge and agree to comply with this Code of Conduct and understand the consequences for violations.

### **31. ROLES, RESPONSIBILITIES, AND PROGRAM INTEGRITY**

The Company's educational services are designed to provide professional guidance and strategies tailored to each student's academic and admissions goals. By enrolling, participants and their guardians agree to specific roles and responsibilities to maintain the effectiveness and integrity of the program. Students are responsible for completing all assigned tasks, adhering to deadlines, participating actively in sessions, and implementing the guidance and recommendations provided by the Company. The Company assumes no responsibility for diminished program outcomes resulting from a student's failure to comply with these directives.

Parents or guardians are expected to provide logistical and administrative support, including ensuring the student's attendance, submitting required documents, and facilitating access to necessary resources. While parents may provide feedback or suggestions, the Company retains full discretion over whether to incorporate such input and is under no obligation to adjust its professional recommendations, program strategies, or operations based on parental requests.

Parental actions that contradict or override the Company's recommendations, interfere with the implementation of strategies, or impose conflicting guidance fundamentally undermine the effectiveness of the program and diminish the value of the professional advice provided. Parents and guardians engaging in such actions accept full responsibility for any negative outcomes directly or indirectly resulting from their interference and expressly waive any claims against the Company for program results, perceived success, or any associated impacts. The Company's recommendations are based on years of expertise and are provided to maximize the student's potential for success. However, the effectiveness of these recommendations depends on full compliance.

Parental interference or deviation from the Company's guidance significantly reduces the likelihood of achieving desired outcomes and releases the Company from any liability or responsibility for diminished results. In cases of significant parental interference or actions deemed disruptive to the program's objectives, the Company reserves the right, at its sole discretion, to terminate services without refund. The Company retains sole discretion to determine what constitutes significant interference, disruption, or actions detrimental to the program.

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The Company provides recommendations and strategies to enhance a student's potential for success; however, it does not guarantee admission to any school or program. Admissions decisions depend on factors beyond the Company's control, including but not limited to institutional requirements, applicant competition, and external circumstances.

### **32. 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).

Mental Health Accommodations:

If you require accommodations for mental health or other conditions, please contact the Company to discuss potential support options. While we strive to create an inclusive environment, our Services are not a substitute for professional mental health care, and we disclaim liability for personal outcomes related to mental health conditions.

### **33. 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. If the participant is a minor, the parent or guardian must review and accept this Agreement on their behalf. By enrolling a minor, the parent or guardian agrees to all terms and conditions, including the payment and refund policies, and assumes full responsibility for the minor's compliance with this Agreement.

### **34. 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.

### **35. 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.

### **36. 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.

### **37. LIMITATION OF LIABILITY FOR CONDUCT**

The Company provides training and professional standards for all instructors. However, the Company, its owners, employees, and contractors shall not be held liable for **any verbal statements or language use** during live sessions, including but not limited to:

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- The use or non-use of preferred pronouns.
- Accidental language errors, misunderstandings, or perceived microaggressions.
- Interpretations of tone, phrasing, or delivery.
- Comments made without malicious intent.

#### Waiver of Claims:

By participating in the Services, all users and their guardians expressly waive any claims against the Company, its employees, contractors, and owners related to verbal statements or conduct during live sessions. The Company assumes no legal responsibility for language-related incidents of any kind, whether accidental, unintentional, or otherwise. The Company reserves the sole discretion to review concerns internally and take corrective action if it deems necessary but is under no legal obligation to do so.

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

The Company provides educational services solely to support and enhance users' academic pursuits. We make no guarantees regarding specific results or outcomes from participation in our Services. The Company is not a healthcare provider, and our offerings are not intended to diagnose, treat, or manage any mental health conditions or other medical concerns. All users should be aware that academic workloads, extracurricular demands, and admissions processes can be stressful, and each individual may respond differently. We strongly encourage any user experiencing distress to seek professional mental health assistance.

To the fullest extent permitted by law, the Company disclaims all liability for personal outcomes—whether physical, psychological, or emotional—that may arise directly or indirectly from a user's engagement with the Services. This includes, but is not limited to, stress, mental health difficulties, or self-harm. By enrolling in or using our Services, you acknowledge your understanding of this disclaimer and accept any associated risks.

### **39. 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.

### **40. 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.

### **41. COMPLIANCE WITH ACCREDITATION STANDARDS**

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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.

#### **42. 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 including the content you submit, your violation of this Agreement, or your infringement or violation of any third-party rights, including intellectual property rights.

#### **43. 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.

#### **44. 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.

#### **45. DISPUTE RESOLUTION**

**Binding Arbitration:**

Except as provided below, any dispute arising out of or related to this Agreement, including questions of arbitrability, shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) in Fairfax County, Virginia. The arbitrator's decision shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. By agreeing to arbitration, you understand and agree that you are waiving the right to a trial by jury or to participate in a class action.

**Small Claims Exception:**

Either party may bring an individual action in small claims court in Fairfax County, Virginia (or in the county where you reside, if required by applicable law), instead of arbitration, so long as the claim is within that court's jurisdiction and the matter proceeds on an individual basis only.

**Minors / Parental Consent:**

Where a Parent/Guardian enrolls a minor, the Parent/Guardian expressly agrees to this arbitration clause on behalf of both the Parent/Guardian and the minor. If any local law (such as in California) restricts the enforcement of arbitration agreements involving minors, this Arbitration Clause shall not apply to the extent of that restriction, and the dispute will be resolved by the courts located in Fairfax County, Virginia, unless otherwise required by law.

**Class Action Waiver:**

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All parties agree to resolve disputes on an individual basis. Neither you nor the Company will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.

Governing Law and Venue:

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.

#### **46. 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.

#### **47. 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.

#### **48. 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.

#### **49. 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.

#### **50. 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.

#### **51. FORCE MAJEURE**

The Company shall not be liable for any delays or failures in performance resulting from events beyond its reasonable control, including but not limited to acts of God, natural disasters, cyberattacks, ransomware incidents, data breaches, labor disputes, power outages, terrorism, civil unrest, government actions, pandemics, or internet service disruptions.

#### **52. GENERAL PROVISIONS AND UPDATES**

The Company reserves the right to amend this Agreement at any time in response to emerging risks, legal developments, or operational needs. Any modifications will be posted on the Company's website, and the updated Agreement will take effect immediately upon posting, unless otherwise specified. By continuing to use the Services after such amendments are posted, participants and their guardians automatically acknowledge and agree to be bound by the updated terms, regardless of when they initially enrolled or purchased the Services. This includes ongoing or previously purchased Services. It is the responsibility of participants to review the Agreement periodically to stay informed of any changes. If a participant does not agree to the amended terms, they must discontinue use of the Services immediately. Failure to do so

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constitutes acceptance of the updated terms and conditions, and the participant waives any right to object to the updated terms.

### **53. HEADINGS**

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

EduAvenues

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## 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  
School Attending  
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.

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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. INTERNATIONAL DATA TRANSFERS**

We may transfer and process personal information that we collect from you in countries other than the country in which the data was originally collected. This includes, but is not limited to, servers and data centers located in the United States. These countries may have data protection rules different from those of your country. If you are located in the European Economic Area (EEA), the United Kingdom, or another region with laws governing data collection and use, please note that you are agreeing to the transfer of your information to the United States and other jurisdictions where we or our service providers operate. By submitting your personal information, you consent to this transfer, storing, and processing. We will take steps to ensure that appropriate safeguards are in place to protect your personal information in accordance with applicable law.

## **10. YOUR RIGHTS UNDER GDPR AND CCPA**

If you are a resident of the European Economic Area (EEA), you have the following rights under the GDPR:

- Right to access, correct, or delete your personal data.
- Right to data portability.
- Right to restrict or object to data processing.

To exercise these rights, contact us at [info@eduavenues.com](mailto:info@eduavenues.com).

If you are located in the European Economic Area (EEA), your personal data may be transferred to countries outside the EEA. We use Standard Contractual Clauses (SCCs) approved by the European Commission as a legal mechanism to ensure data protection in these transfers.

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If you are a California resident, you have the following rights under the CCPA:

- Right to know what personal information we collect and how it is used.
  - Right to request deletion of personal information.
  - Right to opt-out of the sale of personal data (if applicable).
- To exercise these rights, contact us at [info@eduavenues.com](mailto:info@eduavenues.com).

#### **11. 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.

#### **12. 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)