



Student Enrollment Agreement Terms and Conditions:

1. _____ I understand that I must **schedule all appointments online**.
initials If I have trouble scheduling, I will contact 3RPrep (833) 775-7322) for assistance.
2. _____ I understand that scheduling appointments is my responsibility and that 3RPrep cannot guarantee that a
initials tutor will be available when I wish to schedule an appointment. This is particularly true during busy testing times of the year. The availability of 3RPrep tutoring is posted online for the parent to view before completing their purchase; it is the responsibility of the parent to schedule the number of desired tutoring appointments; spots fill-up quickly, please ensure that you plan ahead, and are thoughtful about your scheduling.
3. _____ I understand that I must cancel or change a scheduled appointment at least seven (7) days in advance or I
initials will be charged the full amount for that appointment. There are no exceptions.
4. _____ I understand that 3RPrep **does not offer refunds** for prepaid appointments under any circumstances,
initials unless due to circumstances beyond our control. I understand that I can buy appointments one at a time as are required. Discounted prepaid appointments will not be refunded. No exceptions; spots fill-up quickly, please ensure that you plan ahead, and are thoughtful about your scheduling
5. _____ I understand that I/my student will follow "The 3RPrep Method:" **print out, complete, score, and bring in**
initials an **entire** practice test prior to each tutoring appointment.
6. _____ The student must bring in the **written** reflections for each question missed. This is an important teaching
initials tool for students to focus on areas of difficulty.
7. _____ The student must **take and review notes** for each session.
initials
8. _____ The student and parent understand that score improvement depends on a multitude of factors, some of
initials which are beyond 3RPrep's (or the student's) control. 3RPrep does not guarantee any specific results.
9. _____ **The student and parent authorize 3RPrep to publish all accounts, depictions, likenesses and**
Initials **success stories on social media; you may opt out by checking here: _____ (I/my student opt out)**
initials
10. *Register online at www.3RPrep.com click on the Schedule an Appointment, create an account and select One-on-One Tutoring, online payment is required in advance for all sessions.
11. You have enrolled in a program with Three Rivers Prep, LLC ("3RPrep", "we", "us", "our").
12. All program techniques and materials (online and print), content, code, software, data, videos, and session transcripts, copyrights, trademark rights and other intellectual and property rights used in or related to your program are the exclusive property of 3RPrep. You agree not to disclose, reproduce, sell or distribute to any third party any information, written or spoken, including course materials, obtained from 3RPrep in connection with 3RPrep courses or tutoring programs. To the extent you are provided materials in connection with your package, 3RPrep grants you a limited, non-assignable, non-transferable, revocable license to use such services and materials solely for use with your purchased package or services and only for your personal, non-commercial use. Such license will terminate when your program, plan or other service expires or otherwise terminates.
13. You understand that for certain 3RPrep programs, size is limited and, therefore, enrollment is taken on a first-come, first-served basis.
14. You are solely responsible for scheduling.



15. 3RPrep reserves the right, in its sole discretion, to change these Student Enrollment Agreement Terms and Conditions, in whole or in part, at any time. Changes in these Student Enrollment Agreement Terms and Conditions will be effective when posted.

Payment:

16. You agree to pay in full by credit card/debit or other payment acceptable to 3RPrep, for your purchases of 3RPrep products and services as follows:
17. You must pay upfront at the time of enrollment (unless a payment plan is agreed to before enrollment, in which case payments are due in accordance with such plan).
18. You agree to pay all fees, plus any applicable tax, for any purchases you make concurrent with your order. If your payment method is declined and you receive the products or services, you agree to pay all amounts due upon demand by us. If you have not yet received the products or services, we may cancel your order. You authorize us to charge the payment method we have on file, regardless of whether the information associated with such payment method has changed, including but not limited to the expiration date of a credit card. We may receive updated information about your payment method from the issuing financial institution. If we request a third party to collect unpaid amounts that you owe us, you will be liable for all of our actual attorney's fees and/or collection agency fees.
19. No refunds will be given after the purchase of your package.
20. 3RPrep Program Changes and Cancellation:
21. On rare occasion, due to various circumstances, 3RPrep may change a scheduled appointment or locations (including but not limited to providing online class sessions in place of in-person class sessions), or even cancel a program; or even not have a tutor available for you for an in-person or on-line private tutoring program or not be able to fulfill your request due to circumstances beyond our control, life happens. If we cancel the appointment which you have scheduled and are not able to reschedule you into another appointment that is acceptable to you, or if we are unable to match you with a tutor, we will refund that appointment you have paid, but for that appointment only, and we will have no further liability to you with regard to the cancelled program. If you have received any program materials, you must return them to us, at 3RPrep's expense for shipping in accordance with 3RPrep's request, within two weeks of the program cancellation. If you fail to return materials within the two-week period, or if you otherwise fail to pay us; or your payments are declined for any reason, and if we request a third party to collect unpaid amounts that you owe us, you will be liable for all of our actual attorney's fees and costs and/or collection agency fees and costs. If you sue us, and we win, we are entitled to our actual attorney's fees and costs.
22. Please note that refunds for cancellations under this or the immediately preceding section take approximately 30 days from notification of cancellation to be processed.

Prohibited Conduct; Dismissal from Program or Online Access:

23. You agree that you will treat 3RPrep tutors and instructors with respect and not use obscenities, make threats or discuss matters other than those related to the subject in which you are being helped in your 3RPrep program. 3RPrep may dismiss you from a 3RPrep program or cancel your services, including online access to our services if you have not paid in full by the first scheduled session, or in 3RPrep's opinion, are disruptive in the program, or do not comply with these Student Enrollment Agreement Terms and Conditions, or other rules and procedures applicable to our products or services being provided to you.
24. 3RPrep will not refund any amounts or provide any credit where a student is dismissed from a program or their services are cancelled as set forth above.



Disclaimer; Limitation of Liability:

25. 3RPrep WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, OF ANY CHARACTER, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR 3RPrep PROGRAM, EVEN IF 3RPrep HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 3RPrep DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 3RPrep's TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO YOUR 3RPrep PROGRAM WILL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR PACKAGE. IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 3RPrep MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE LIKELIHOOD OF SUCCESS IN OBTAINING ADMISSION TO A PROGRAM, (B) WHETHER THE SERVICES WILL ENHANCE OR DETRACT FROM THE STRENGTH OF YOUR SCORES, OR (C) ANY GUARANTEE THAT YOU WILL OBTAIN HIGHER SCORES. 3RPrep SHALL NOT IN ANY WAY BE LIABLE FOR YOUR FAILURE TO ACHIEVE HIGHER SCORES. BETTER SCORES TAKE HARD WORK, AND WE WILL ASSIST YOU IN LEARNING MORE EFFECTIVELY.

Governing Law:

26. These Student Enrollment Agreement Terms and Conditions and any claim or dispute arising out of, relating to or in connection with these Student Enrollment Agreement Terms and Conditions or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law principles. The exclusive means of resolving any such claim or dispute shall be in a court of competent jurisdiction in Beaver County, Pennsylvania.
27. Please note that 3RPrep utilizes video surveillance in its offices. This is meant to protect the students and tutors. No sound is ever recorded. We do not permit our tutors to meet with students outside of this setting for everyone's protection. We always permit parents and/or guardians to sit in on tutoring sessions if requested. In special circumstances we will help families with in home or hospital tutoring sessions, but only at our discretion; but in such a setting, an adult, preferably the parent and/or guardian, other than the tutor must also be present at all times during these tutoring sessions.

Tutor Satisfaction:

28. If you are not happy with the tutor we have assigned to you, please contact 3RPrep before your second tutorial session. We will assign a new tutor and we will not charge you for the first hour of your first session with your original tutor.

Forfeiture of Tutoring Hours:

29. If after you have had your first or subsequent tutoring sessions, there are no tutoring session scheduled for you for your student, they will be forfeited if not used, i.e., these hours are not assignable or transferable, unless and only unless we agree to permit you to assign them to someone else, which will be fully in our discretion, but we recognize that you paid for tutoring sessions.

Acceptance of These Terms and Conditions:

30. Please indicate your acceptance of these Student Enrollment Agreement Terms and Conditions by executing below. I acknowledge that I have read and that I agree to these Student Enrollment Agreement Terms and Conditions. Note that you must be 18 years of age or older to accept these Student Enrollment

3RPrep

Agreement Terms and Conditions. If you are less than 18 years of age, you must have a parent or guardian sign on your behalf.

Parent Name
(Print) _____

Parent Name
(Signature) _____

Date _____

Three Rivers Prep, LLC

By: _____
Phillip McCaffrey, Managing Member