

## Terms and Conditions Agreement

Last Updated: November 20, 2024

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](https://eduavenues.com), [tjtestprep.com](https://tjtestprep.com), and [pre-medprep.com](https://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. For multi-session services, such as coaching programs, payment must be made in full before services commence. By purchasing our Services, you acknowledge and agree that all sales are final, except as required by applicable law or explicitly stated in this Agreement.

### 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 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

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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..

#### **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**

- a. Single-Student Classes: Students may request to reschedule a single-student class by providing at least 48 hours of notice. However, the Company is not obligated to accommodate such requests. If less than 48 hours of notice is provided, the student forfeits the right to the session, and the session will be billed at the full rate. If a single-student class is scheduled within 48 hours of the meeting time, the student may not reschedule.
- b. Multiple-Student Classes: Students may request to reschedule multiple-student classes, but the Company is not obligated to accommodate such requests. The Company retains the discretion to decide whether or not to reschedule a class based on its availability and the needs of other students. No refunds or compensation will be provided if a student's rescheduling request is not accommodated.
- c. Instructor Changes: The Company reserves the right to change instructors assigned to a student at any time, without prior notice. There is no guarantee of refund or compensation due to instructor changes, as there is no expectation of differences in the quality of instruction between teachers.
- d. The Company reserves the right to reschedule or cancel sessions, classes, or meetings at its sole discretion. In such cases, the Company will make reasonable efforts to notify participants promptly and provide an alternate session or class where feasible. Refunds or credits for Company-initiated cancellations will not be provided if the cancellation occurs due to circumstances beyond the Company's control, such as natural disasters, technical disruptions, or other force majeure events. Participants are not entitled to refunds or credits for minor rescheduling adjustments where alternate sessions are offered.

By using the Services, participants acknowledge and accept that rescheduling or cancellation by the Company does not constitute a breach of this Agreement if reasonable efforts are made to address the change.

#### **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

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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.

## **8. PRIVACY AND ANONYMITY POLICY**

By enrolling in the Company's services, participants and their guardians acknowledge that privacy and anonymity cannot be guaranteed. Participation in any program inherently involves interactions with instructors, staff, and other participants, and identifying information such as names, participation status, or submitted materials may be visible to others within the program. Participants and their guardians should expect that other individuals in the program may come from the same school, nearby schools, or broader community networks and may already be known to them in other capacities.

The Company is not obligated to reassign students, alter group compositions, or make accommodations due to prior or newfound familiarity between participants, whether arising from shared schools, communities, or other preexisting relationships. Participants and guardians are prohibited from sharing, discussing, disseminating, or otherwise disclosing the identities, submissions, or personal information of others enrolled in the program. Such actions constitute a material breach of this Agreement. Violations of this clause may result in immediate termination of access to the program without refund and may subject the violator to legal action.

The Company reserves the right to modify its privacy practices at its sole discretion. While the Company strives to respect your privacy, participation in our programs may involve interactions where identifying information is visible to others. By enrolling, you acknowledge and accept this aspect of the Services.

## **9. ESSAY SUBMISSIONS**

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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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. MINORS**

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

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

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Our Services are primarily provided through virtual means, such as video conferencing services and online platforms. However, we may also offer in-person meetings for certain services. You acknowledge and agree that your participation in any virtual or in-person meetings is at your own risk, and the Company shall not be liable for any injury, damage, loss, or expense, whether direct or indirect, arising out of or in connection with your participation in such meetings, regardless of the cause.

#### **16. 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.

#### **17. CHANGES TO THE SERVICES**

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.

#### **18. 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.

#### **19. PRIVACY POLICY**

Your use of our Services is subject to our Privacy Policy, which is available on our Website and is incorporated into this Agreement by reference. By using our Services, you acknowledge and agree that you have read and understand our Privacy Policy, and you consent to the collection, use, and disclosure of your personal information as described therein.

#### **20. 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

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legal enforcement, including claims for trade secret misappropriation, trademark infringement, and unfair competition.

Breach Remedies: Participants found violating this clause agree to pay liquidated damages of \$50,000 per infringement or statutory damages, whichever is greater. The Company reserves the right to pursue additional claims for injunctive relief and monetary damages, including attorney's fees. The \$50,000 liquidated damages per infringement represents a reasonable estimation of damages related to intellectual property misuse, including lost revenue, reputational harm, and legal expenses. This amount does not preclude the Company from pursuing additional claims for actual damages.

## **21. 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.

## **22. 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.

## **23. DATA PRIVACY AND SECURITY**

You are responsible for maintaining the confidentiality of your account information and password and for restricting access to your computer or device while using the Services. You agree to accept responsibility for all activities that occur under your account or password. The Company implements reasonable security measures to protect the confidentiality, integrity, and availability of your personal information, but cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **24. 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.

## **25. 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,

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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 and 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.

## 26. 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 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.

## 27. 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.

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## **28. 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 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, or intimidate 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. Do not submit, post, or display any User Content that is unlawful, defamatory, obscene, pornographic, invasive of privacy or publicity rights, abusive, or otherwise objectionable, as determined by the Company in its sole discretion.
- e. 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.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. 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.

### **34. 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.

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

The Company provides educational services intended to support the academic endeavors of our users. While we strive to offer high-quality educational advice, resources, and support, we do not guarantee specific outcomes from the use of our Services. The Company is not a healthcare provider, and our Services are not intended to diagnose, treat, or manage any mental health conditions or other health issues. Users are advised that the stress of coursework, academic, extracurricular, and admissions pursuits

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can affect individuals differently, and we encourage all users to seek professional mental health advice if they experience distress. The Company disclaims all liability for any personal outcomes, including but not limited to stress, mental health difficulties, or self-harm, resulting directly or indirectly from the use of our Services.

### **36. 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.

### **37. 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.

### **38. COMPLIANCE WITH ACCREDITATION STANDARDS**

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.

### **39. 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.

### **40. 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.

### **41. 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.

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#### **42. DISPUTE RESOLUTION**

Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in Fairfax County, Virginia, in accordance with the rules of the American Arbitration Association (AAA). 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. Small Claims Exception: Either party may bring a qualifying claim in small claims court instead of arbitration. **By agreeing to this clause, you waive your right to participate in a class action or jury trial.**

#### **43. 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.

#### **44. 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.

#### **45. 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.

#### **46. 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.

#### **47. 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.

#### **48. 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.

#### **49. 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

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not agree to the amended terms, they must discontinue use of the Services immediately. Failure to do so constitutes acceptance of the updated terms and conditions, and the participant waives any right to object to the updated terms.

#### **50. HEADINGS**

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

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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. 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.

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).

## **10. 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.

## **11. CONTACT US**

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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)

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