

# *Miro Advantage*



## **IMPORTANT TERMS AND CONDITIONS OF ENROLLMENT FOR ALL PARTIES**

This document constitutes a binding Enrollment Agreement between Miro Advantage LLC (“The Miro Advantage” d/b/a “Miro Advantage” and “TopTestPrep.Com”) and the undersigned student (“Student”), guardian(s) or parent(s), pursuant to the terms set forth below (the “Enrollment Agreement”):

### **Personal Statement Program, Admissions Counseling, and Essay Assist:**

Miro Advantage accords all of its clients the strictest confidentiality protection. We agree not to provide your information to a third party under any circumstance not authorized by law or by yourself. We reserve the right to stop service and refund payment or to refuse service to anyone for any reason.

I, the undersigned and/or subscriber of program, certify that all work I submit to Miro Advantage will be my own work and not the work of any other person. I also attest that I am an applicant in good faith who is utilizing the services of Miro Advantage solely for the purpose of gaining admission to the school of my choice. I agree that since Miro Advantage is only providing suggested better organization and dissemination of my personal information, I will not hold Miro Advantage liable for any denied admissions from any educational institution. Further, I agree to hold Miro Advantage harmless from any academic, administrative, criminal, or civil proceedings brought about by my own negligent or intentional furnishing of misrepresentative information. Further, any check written by me and returned unpaid for any reason shall be subject to a fifty dollar service fee. In exchange for the above considerations, Miro Advantage shall assist me in preparing my personal statement for admissions to the best of their ability. I understand

that Miro Advantage makes no guarantee as to the success of my school admissions candidacies but will do anything within their reasonable power and obligation to help me improve my admissions chances.

Any disputes, claims, or actions arising out of this Enrollment Agreement or any other services of Miro Advantage shall be governed by the laws of the State of Missouri. Student agrees to submit to personal jurisdiction in St. Louis County, St. Louis, Missouri to resolve any such dispute. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting.

#### MY AGREEMENT TO PAY

In electing to become a subscriber / payor to any Miro Advantage Service(s), I agree to pay all fees and charges associated with my subscription on a timely basis. All such fees and charges (including any taxes and late fees, as applicable) will be charged to the credit card provided. I will maintain valid credit card information in my user account.

#### MY REFUND POLICY

No refund will be allowed for any services provided.

All parties to this agreement shall not ever hold Miro Advantage liable for any denied admissions from any educational institution. Further, all parties agree that no refund will be provided for denied admissions to any educational institution, for unsuccessful use of essays, or for any other reason not specified in this agreement.

Any disputes, claims, or actions arising out of this Enrollment Agreement shall be governed by the laws of the State of Missouri. Student agrees to submit to personal jurisdiction in St. Louis County, St. Louis, Missouri to resolve any such dispute. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

#### **Student and Parent acknowledge that:**

- (1) Student has read, understands, and agrees to the terms of this Enrollment Agreement;
- (2) Miro Advantage has made no statements, representations, promises or guarantee as to Student's success in the school admissions process.
- (3) All parties to this agreement shall not ever hold Miro Advantage liable for any denied admissions from any educational institution. Further, all parties agree that no refund will be provided for denied admissions to any educational institution, for unsuccessful use of essays, or for any other reason not specified in this agreement.

(4) All parties to this agreement shall not ever hold Miro Advantage harmless from any academic, administrative, criminal, or civil proceedings brought about by my own negligent or intentional furnishing of misrepresentative information.

(5) No refund is allowed.

I hereby acknowledge that I have each part of this agreement that applies to my program selections and that I accept all of the above policies and stipulations with respect to the Miro Advantage program I have enrolled in as binding and effective from and after the date of my enrollment.

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**By completing payment, you agree to the full enrollment agreement as provided above and throughout.**

This document constitutes a binding Enrollment Agreement between Miro Advantage LLC (“The Miro Advantage” d/b/a “Miro Advantage”) and the undersigned student (“Student”), guardian(s) or parent(s), pursuant to the terms set forth below (the “Enrollment Agreement”):

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## **IMPORTANT TERMS AND CONDITIONS OF ENROLLMENT AGREEMENT**

### **For Premium Tutoring:**

#### *Premium Tutoring Student Enrollment Agreement*

I, the above named student, certify that I am obtaining in good faith Miro Advantage tutoring solely for the purpose of increasing my test scores. I agree that I will not copy or cause to be copied or reproduced in any way, form, or manner, electronic or otherwise, any of Miro Advantage copyrighted materials or any other materials that Miro Advantage is licensed to use. I also agree to keep these materials fully and completely confidential at all times and acknowledge that Miro Advantage holds sole title and/or license to all of these materials. I will not allow another person or persons to use, view, scan, summarize, or copy these materials or notes based on these materials, and I certify I am not an agent or employee of any other test preparation company. These materials cannot be sold, loaned, rented, given away, distributed, auctioned, or exploited in any manner. In the event that Miro Advantage determines that any of these covenants have been breached or violated by me, in addition to all legal actions against me, I consent to being forthwith dropped from the tutoring program with no refund and agree to return any and all Miro Advantage materials to Miro Advantage immediately. Legal actions against me shall

include but not be limited to damages, injunctions, and attorneys' fees. Miro Advantage additionally reserves the right to drop any student from a class with 50 percent of the paid tuition. Further, any check written by me and returned unpaid for any reason shall be subject to a fifty dollar service fee.

Any telephone or World Wide Web communications for the purposes of tutoring will be established between the independent tutor and the student or subscriber. Miro Advantage will coordinate the time and location of tutoring but will not be liable for any failure to communicate. If a student does not give his or her designated tutor 48 hour advance notice that the tutor session is cancelled, the payor will be charged the full amount of that designated time.

#### OUR TUTORS:

All tutors are independent contractors.

Any tutoring sessions missed without 48 hour advance notice by the student will not be refunded.

All tutors are independent contractors hired for their high scores. Their views and/or actions do not reflect Miro Advantage's specific company policies.

#### MY AGREEMENT TO PAY

In electing to become a subscriber / payor to any Miro Advantage Service(s), I agree to pay all fees and charges associated with my subscription on a timely basis. All such fees and charges (including any taxes and late fees, as applicable) will be charged to the credit card provided. I will maintain valid credit card information in my user account.

#### MY REFUND POLICY

No refund will be allowed for any services provided.

All parties to this agreement shall not ever hold Miro Advantage liable for any denied admissions from any educational institution. Further, all parties agree that no refund will be provided for denied admissions to any educational institution, for unsuccessful use of essays, or for any other reason not specified in this agreement.

Any disputes, claims, or actions arising out of this Enrollment Agreement shall be governed by the laws of the State of Missouri. Student agrees to submit to personal jurisdiction in St. Louis County, St. Louis, Missouri to resolve any such dispute. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**Payor / Subscriber/ Undersigned acknowledge and agrees that:**

- (1) Student has read, understands, and agrees to the terms of this Enrollment Agreement;
- (2) Miro Advantage has made no statements, representations, promises or guarantee as to Student's performance on their respective tests using our premium tutoring services, including or Student's score or percentile.
- (3) All parties to this agreement shall not ever hold Miro Advantage liable for any denied admissions from any educational institution. Further, all parties agree that no refund will be provided for denied admissions to any educational institution, for unsuccessful use of essays, or for any other reason not specified in this agreement.
- (4) All parties to this agreement shall not ever hold Miro Advantage harmless from any academic, administrative, criminal, or civil proceedings brought about by my own negligent or intentional furnishing of misrepresentative information.
- (5) No refund is allowed.

**By completing payment, you agree to the full enrollment agreement as provided above and throughout.**

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**IMPORTANT TERMS AND CONDITIONS OF ENROLLMENT AGREEMENT**

Only For Boot Camps:

**Boot Camp Enrollment Agreement**

**This document constitutes a binding Enrollment Agreement between Miro Advantage LLC ("The Miro Advantage" d/b/a "Miro Advantage" and "TopTestPrep.Com") and the undersigned student ("Student"), guardian(s) or parent(s), pursuant to the terms set forth below (the "Enrollment Agreement"):**

**A. The Miro Advantage shall provide to Student:**

- (1) All preparatory sessions of Miro Advantage Boot Camp Preparation Course and all other course materials that Miro Advantage, in its discretion, shall determine to include in its course curriculum (collectively, "The Miro Advantage Materials");

(2) Notice of any schedule changes or alterations regarding the course for which Student has enrolled.

**B. Student agrees:**

(1) Student will pay the full tuition as indicated in Paragraph E. Tuition Payment Policy;

(2) Miro Advantage Materials are the sole and exclusive property of Miro Advantage, and Student will use Miro Advantage Materials for the sole purpose of preparing for the Boot Camp;

(3) Student shall not copy or cause to be copied or reproduced in any way, form, or manner, electronic or otherwise, any of The Miro Advantage Materials;

(4) Student will keep Miro Advantage Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal Miro Advantage Materials or their contents, to any other person or entity;

(5) Student will not disrupt, disturb, or otherwise unduly interfere with the conduct of any Miro Advantage meetings or camps, as determined by Miro Advantage or its staff.

C. Student warrants that he/she is not an agent or employee of any other test preparation company and is taking Miro Advantage Boot Camp Preparation Course solely for the purpose of increasing Student's test score.

D. In the event that Student breaches any of Student's promises and warranties as set forth in Paragraphs B and C herein, Student agrees that, in addition to and without limitation of any other right or remedy to which Miro Advantage is entitled, Miro Advantage may terminate Student's further participation in Miro Advantage Boot Camp Preparation Course and may revoke Student's right to use Miro Advantage Materials.

**E. Tuition Payment Policy:**

The total cost of The Miro Advantage Boot Camp Preparation Course is \$499 for the SAT and ACT, and \$599 for the LSAT and GMAT. To reserve a space in Miro Advantage Boot Camp Preparation Course, Student must pay the full course balance three (3) business days before the first day of class. A fifty dollar (\$50) service fee will be added to any accounts that are not paid in full by 5:00 p.m. central time, three (3) business days before the first day of class.

**F. Tuition Refund Policy:**

A student may be entitled to a refund of Student's tuition in the event that Student elects to withdraw from Miro Advantage Boot Camp Preparation Course, subject to the following conditions:

- (1) Miro Advantage must receive notification in writing of Student's intention to withdraw from Miro Advantage Boot Camp Preparation Course prior to the tenth to last business day before the first day of class. If notification is received by Miro Advantage prior to the tenth to last business day before the first day of class, then Students' tuition payment will be refunded minus a fifty dollar (\$50) non-refundable administrative fee;
- (2) Student is not entitled to a refund after the tenth to last business day before the first day of class, and Student is obligated to pay the full tuition for Miro Advantage Boot Camp Preparation Course.
- (3) Miro Advantage shall pay any refund due to any Student (pursuant and subject to the Paragraphs F.(1) through F.(3) herein), within forty (40) business days of Student's withdrawal;
- (4) Student is not entitled to any refund of Student's tuition at any time, if Student is in violation of any terms of the Enrollment Agreement.

#### **G. Transfer Policy:**

Student is entitled to transfer to a later Miro Advantage Boot Camp Preparation Course, subject to the following conditions:

- (1) Miro Advantage must receive notification in writing of Student's intention to transfer to a later Miro Advantage Boot Camp Preparation Course prior to the tenth to last business day before the first day of class;
- (2) If Student transfers to a later class at any point, for contractual purposes the original class start date remains the date of the first day of the class they originally enrolled in, not the class they transfer to. Thus, the application of paragraphs (1) through (3) of the Tuition Refund Policy will apply to the date of first day of the original class;
- (3) If notice is received by Miro Advantage of Student's intention to transfer from Miro Advantage Boot Camp Preparation Course on or after the tenth to last business day before the first day of class but prior to the first day of class, there will be a \$50 administrative fee added to a student's account for that transfer, and for every subsequent transfer. In order to transfer, Student's entire tuition balance must be paid in full;
- (4) No transfer can be enacted after the first day of class, regardless of whether Student provides notice.
- (5) Except for the modification noted in paragraph (2) above, all other provisions of the Tuition Refund Policy apply to a transferring Student.

#### **H. Returning Student Policy:**

Subject to availability, Student is entitled to re-enroll in Miro Advantage Boot Camp Preparation Course if Student is, for any reason, not completely satisfied with Student's test performance. There is no re-enrollment fee for Miro Advantage Boot Camp Preparation Course if Student re-uses the original Miro Advantage Materials or pays \$200 if Student requires new Miro Advantage Materials. Student may not re-enroll in a Miro Advantage Boot Camp Preparation Course during the same official test administration period. Student's right to re-enroll is valid for one (1) re-enrollment within a period of one (1) year from the date of Student's original enrollment. Therefore, no reduced fee enrollment is available.

**I.** Any check written by Student and returned unpaid for any reason is subject to a fifty dollar (\$50) service fee. Any disputed charge filed with and then rated valid by the credit card company used by Student is subject to a fifty dollar (\$50) service fee. Any enrollment balance not paid in full by Student on or before 5:00 p.m. three (3) business days before the first day of class is subject to a fifty dollar (\$50) service fee.

**J.** Any disputes, claims, or actions arising out of this Enrollment Agreement shall be governed by the laws of the State of Missouri. Student agrees to submit to personal jurisdiction in St. Louis County, St. Louis, Missouri to resolve any such dispute. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

#### **K. Payor / Subscriber/ Undersigned acknowledge and agree that:**

**(1)** Student has read, understands, and agrees to the terms of this Enrollment Agreement;

**(2)** Miro Advantage has made no statements, representations, promises or absolute guarantee as to Student's performance on the Boot Camp, including Student's score or percentile;

**(3)** Miro Advantage classes are subject to change or cancellation at anytime.

**(4)** At least 5 students must be enrolled in the boot camp before a camp is scheduled.

**(5)** Miro Advantage will be available to the student during business hours and will make all reasonable attempts to accommodate a student after business hours.

(6) All parties to this agreement shall not ever hold Miro Advantage liable for any denied admissions from any educational institution. Further, all parties agree that no refund will be provided for denied admissions to any educational institution, for unsuccessful use of essays, or for any other reason not specified in this agreement.

(7) All parties to this agreement shall hold Miro Advantage harmless from any academic, administrative, criminal, or civil proceedings brought about by my own negligent or intentional furnishing of misrepresentative information.

(8) No refund is allowed.

I understand that if I have any questions about this document, I can call (800) 658-0784 at anytime before or after my enrollment.

**\*\*By completing payment, you agree to the full enrollment agreement as provided above and throughout\*\***

**END OF DOCUMENT**