

### Student Information

Name <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.		Social Security #		Date of Birth	
Address		City		State	Zip Code
Shipping Address (if different from above)		City		State	Zip Code
Home Phone ( ) ( )	Business Phone ( ) ( )	Mobile Phone ( ) ( )	E-Mail Address		
Undergraduate School	Year of Graduation	TestMasters Course Location		Date of First Meeting	

I am enrolling in the TestMasters GRE Course for the (please check one):

Early Spring 2010 Course  Late Spring 2010 Course  Early Summer 2010 Course  Late Summer 2010 Course  Autumn 2010 Course

### Payment Method (Please select method of payment)

Credit Card  Check  Money Order  Paid in Full

Payment Amount \$	Name on Credit Card (If different from above)	Credit Card # (Visa, MasterCard, Discover)	Expiration Date
Billing Address (if different from above)		City	State Zip Code

### Student Agreement and Signature

Upon receipt of this agreement by TestMasters, this constitutes a binding agreement between TestMasters and the undersigned student.

#### 1. REGISTRATION

- I certify that I am enrolling in the TestMasters GRE Course (hereinafter referred to as "The Course") to increase my GRE score and not for any other purpose.
- I certify that I am not an employee or agent of any other test preparation company.
- I agree to pay TestMasters a total of \$950.00.
- I understand that I am enrolling in The Course specified above.
- I understand that I may enroll in The Course specified above only if there is class space available at that location.
- I understand that to reserve a space in The Course I must make a down payment of at least \$100.
- If I do not pay the tuition in full or if TestMasters does not receive this signed student enrollment agreement at least 7 days prior to the first class meeting, I agree to pay a \$50 late registration fee.
- I understand that it is my responsibility to verify that TestMasters has received my signed student enrollment agreement and that my tuition is paid in full at least 7 days prior to the first class meeting.
- I agree that my enrollment in The Course cannot be transferred to any other person or persons in whole or in part.
- I agree that TestMasters has the right to withdraw me from The Course at any time for any reason with a prorated refund of the paid tuition.

#### 2. TESTMASTERS MATERIALS

- I understand that the materials that I receive as a student (hereinafter referred to as "TestMasters Materials") include, but are not limited to, the fifteen TestMasters GRE lesson books and any online study aids provided in the TestMasters Online Resource Center. Online study aids (hereinafter referred to as "Online Materials") include, but are not limited to, (a) supplemental GRE questions; (b) psychometric quizzes and drills; (c) written explanations; and (d) academic bulletins.
- I agree that the TestMasters Materials that I receive as a student in The Course are confidential and proprietary to TestMasters, and cannot be sold, loaned, rented, given away, distributed, advertised for sale on the internet or through any other medium, or exploited in any manner.
- I agree that I will not copy or cause to be copied or reproduced in any manner, electronic or otherwise, any of the TestMasters Materials, any notes based on these materials, or any notes based on any TestMasters classes that I attend.
- I agree that any attempt, through any medium, to sell, loan, rent, give away, distribute, or copy any of the TestMasters Materials will constitute a breach of this agreement.
- I understand that any breach of Section 2B, Section 2C, or Section 2D of this agreement violates the copyrights of TestMasters.
- I agree that I will not allow another person or persons to use any of the TestMasters Materials, any notes based on the TestMasters Materials, or any notes based on any TestMasters classes that I attend.

#### 3. NO RECORDING OF TESTMASTERS CLASSES

- I agree that I will not tape-record, video-record, transmit, photograph, or otherwise reproduce in any manner any of TestMasters classes that I attend.
- I agree that I will not tape-record, video-record, or photograph any TestMasters instructor or student in any TestMasters class that I attend.

#### 4. TESTMASTERS ONLINE RESOURCE CENTER

- I understand that The Course in which I am enrolled is for the term specified above and that my access to the TestMasters Online Resource Center will expire at the end of the term.
- I agree that I will not allow another person or persons to use my member ID or password to access the TestMasters Online Resource Center or any of the Online Materials.
- I understand that the Online Materials are part of the TestMasters Materials and that all the provisions outlined in Section 2B through Section 2F of this agreement apply to the Online Materials.
- I understand that TestMasters will not provide me with printed copies of the Online Materials.
- I understand that I may not print any of the Online Materials.
- I agree that I will not allow another person or persons to use any of the Online Materials that I print or any notes based on the Online Materials.

#### 5. TUTORING AND ADMISSIONS CONSULTING

- I agree that any private tutoring and/or admissions consulting that I request from a TestMasters employee, including TestMasters instructors and admissions consultants, must be arranged through the TestMasters administrative office.

#### 6. STUDENT CONDUCT

- I agree that I will not engage in any activity in the classroom that would, by commonsense standards, be disruptive to the class as a whole or inconsiderate to other individual students in the class.
- I understand that communicating, texting, browsing the internet, or playing games via a cell phone or any other electronic device during class will be considered a breach of Section 6A of this agreement.
- I agree that I will not solicit TestMasters instructors or students for any reason. This includes, but is not limited to, soliciting instructors for private tutoring or admissions consulting, attempting to sell any item to instructors or students, requesting students to fill out surveys, petitions, or other forms, and soliciting a student or instructor for the purpose of starting any kind of test preparation business.
- I agree that I will not discuss with or suggest to any TestMasters instructors or students any act that would violate ETS policies pertaining to the administration of the GRE, including, but not limited to any act that constitutes cheating on the GRE.
- I understand that TestMasters will notify ETS of any breach of Section 6D of this agreement.

#### 7. GUARANTEE OF PERFORMANCE

- I understand that TestMasters makes no guarantee, express or implied, regarding the score improvement of any student.

#### 8. FINANCIAL POLICIES

- I agree to pay TestMasters a \$50.00 administrative fee within three business days for any check written by me that is not honored by my bank for any reason.
- If I request to change my delivery address after the TestMasters Materials have been shipped, I agree to pay a \$25 re-routing fee.
- I agree to pay TestMasters a \$50.00 administrative fee for any TestMasters shipment that is returned to TestMasters, unless the shipment was the result of an error on the part of TestMasters and/or the courier used by TestMasters.
- If I file or attempt to file a chargeback to my credit/debit card and the dispute is resolved in favor of TestMasters, I agree to pay TestMasters a \$50.00 administrative fee.

- E. If I use another person's credit card to pay for the tuition of The Course, I acknowledge that I have obtained that person's permission.  
 F. If I request to refund a card in order to charge the balance to a different card, I agree to pay a 3% administrative processing fee.
9. DISTRIBUTION OF TESTMASTERS MATERIALS  
 A. I understand that the TestMasters lesson books will be shipped to me at the shipping address provided by me in this agreement.  
 B. I understand that someone at the shipping address provided by me must provide a signature upon delivery of the TestMasters lesson books.  
 C. I understand that the signature of any person at the shipping address provided by me is sufficient for the acceptance of the TestMasters lesson books.  
 D. I understand that TestMasters may also distribute some of the TestMasters Materials at the class site.
10. SCHEDULE CHANGES  
 A. I understand that all TestMasters classes are subject to change. Any changes to the time, date, or location of a TestMasters class will be posted online in the TestMasters Online Resource Center.  
 B. I understand that if TestMasters changes the time, date, or location of a class, I am not entitled to a refund.
11. CANCELLATION  
 A. I understand that all TestMasters classes are subject to cancellation. I understand that if TestMasters cancels The Course in which I am enrolled, I can select any one of the following options:  
 a. receive a full refund of the paid tuition within 10 days.  
 b. transfer to a TestMasters course held at a different location and/or time if there is class space available at that location.  
 c. apply the paid tuition towards private tutoring, admissions consulting, TestMasters online services, and/or TestMasters publications.
12. AUDIT POLICY  
 A. I understand that I may use audit passes to attend a TestMasters GRE class that is running within the same term as The Course in which I am currently enrolled.  
 B. I understand that I may audit a class at a different time and/or location only if there is class space available at that location.  
 C. I understand that TestMasters will provide me with two audit passes for The Course in which I am enrolled.  
 D. I understand that I may request additional audit passes and that TestMasters has the right to provide additional audit passes at its discretion.  
 E. I understand that I must provide a signed TestMasters audit pass and a show either my driver's license or passport photo to the instructor before the class that I am auditing begins.  
 F. I agree that I will not allow another person or persons to use any of my audit passes to attend a TestMasters class.
13. STUDENT TRANSFER  
 A. I understand that if I transfer from The Course in which I am enrolled to another course within 7 days prior to the first class meeting of The Course in which I am enrolled, the transfer is subject to the following conditions:  
 a. The transfer is non-refundable.  
 b. The non-refundable transfer may only be applied to a GRE preparation course that is running within the same term as The Course in which I am currently enrolled.
14. RETURNING STUDENT POLICY  
 A. I understand that if I would like to retake The Course, I may do so for a reduced fee of \$475.00 within three years of the date that I originally enrolled in a TestMasters GRE Course.  
 B. I understand that as a returning student, I may retake The Course at a specific location only if there is class space available at that location.  
 C. I understand that to be eligible for the reduced fee I must submit (1) this signed student enrollment agreement, (2) a signed Repeater Verification Form, and (3) a legible copy of my driver's license or passport photo at least 7 days prior to the first class meeting.  
 D. I understand that it is my responsibility to verify that TestMasters has received this signed student enrollment agreement, a signed Repeater Verification Form, and a legible copy of my driver's license or passport photo at least 7 days prior to the first class meeting.  
 E. If I do not submit this signed student enrollment agreement, a signed Repeater Verification Form, or a legible copy of my driver's license or passport photo at least 7 days prior to the first class meeting, I agree to pay a \$50.00 late registration fee.  
 F. I agree that I will not allow another person or persons to impersonate me for the purpose of obtaining the TestMasters Materials, accessing the TestMasters Online Center, and/or attending any part of The Course.
15. BREACH OF AGREEMENT  
 A. In the event that TestMasters determines that any of the covenants listed in this agreement has been breached by me, in addition to all other legal remedies TestMasters has against me, I agree that  
 a. TestMasters has the right to drop me from The Course without a refund.  
 b. if TestMasters requests that I return all TestMasters Materials in my possession, I will return all the TestMasters materials that I have received to the TestMasters administrative office at my expense within three business days of TestMasters' request.  
 c. if TestMasters drops me from The Course, I will not attend any future TestMasters classes and I will no longer receive access to the TestMasters Online Resource Center or the TestMasters Student Helpline.  
 B. In the event that TestMasters determines that Section 2F, Section 4C, Section 4G, Section 12F, or Section 14F of this agreement has been breached by me, in addition to all other legal remedies TestMasters has against me, I agree to pay TestMasters liquidated damages in the amount of \$950.00 for each breach.
16. INTEGRATION  
 A. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between TestMasters and me pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.
17. SEVERANCE  
 A. If any provision of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not thereby in any way be affected or impaired.
18. AMENDMENTS  
 A. This Agreement may not be changed orally, but instead, only by a subsequent agreement in writing signed by both TestMasters and me.
19. PERSONAL JURISDICTION  
 A. I agree that this agreement shall be governed by California law, and any litigation arising out of this agreement shall be commenced in Los Angeles County, California. To adjudicate any such litigation, I consent to the jurisdiction of the California courts even if my residence is in another state or country and I would not otherwise be subject to such jurisdiction.
20. ATTORNEYS' FEES  
 A. I agree that in any legal action arising out of this agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees incurred by such party in the proceeding.
21. REFUND POLICY  
 A. I understand that I will receive the TestMasters Materials only when I have paid my tuition in full and have submitted this signed enrollment agreement to TestMasters.  
 B. I understand that once I have received the TestMasters Materials I am not entitled to any refund of the tuition.  
 C. I understand that once I have attended any part of The Course, I am not entitled to any refund of the tuition, regardless of whether or not I have received the TestMasters Materials.  
 D. I understand that I am entitled to a refund of the tuition only if I submit a written request to withdraw from The Course at least 10 days before the first class meeting. I understand that I am not entitled to any refund of the tuition if I withdraw from The Course once The Course has started or if I withdraw from The Course within 10 days before the first class meeting.

Please sign this enrollment agreement and submit it to TestMasters via e-mail, facsimile, or mail.

**E-mail:** send as a PDF to [info@testmasters.net](mailto:info@testmasters.net)  
**Facsimile:** (424) 702-3350  
**Address:** 1620 26th Street, Suite 1000 North, Santa Monica, CA 90404

I have read this 2-page agreement in its entirety and I hereby accept all of the above covenants, policies, and stipulations with respect to the TestMasters GRE Course as binding and effective from and after the date of my enrollment.

X \_\_\_\_\_  
 Signature of Student Date

Office Use Only	
Processed	<input type="checkbox"/>
Date	_____
Employee	_____

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