Disclaimer

AssistMBA.com Terms of Service

You have entered the website AssistMBA.com. Before utilizing this site, you must read through to the bottom of this Terms of Agreement and Disclaimer document. By choosing to use this site, you agree to be bound by the terms that follow: Section I - Summary of Terms of Service

- 1. By accessing and using this website, you agree not to use this service for illegal, illicit, unlawful, or fraudulent purposes.
- 2. By accessing and utilizing this website, you agree not to hold AssistMBA.com, ERich, L.L.C., or any of the directors, advisors, managers, employees, owners, or other representatives of those entities liable for damages arising out of or in connection with the use of this site.
- 3. By accessing and utilizing this site, you agree that the advice and information, whether written or oral, obtained by or through this site, or from AssistMBA.com, or through their related service, shall not create a warranty unless expressly stated herein.
- 4. Please report any violations of the Terms of Service to legal@Assistmba.com. Section II Terms of Service
- 1. Acknowledgment and Acceptance of Terms of Service. The AssistMBA.com service, which is also referred to in this document as Assist MBA or the "Service", is a division of ERich, L.L.C., a Texas Limited Liability Company. AssistMBA.com is not affiliated with any Ivy League School. The services provided hereunder are made available to you, the user ("User") under the Terms and Conditions of this AssistMBA.com Agreement (the "Agreement"). Any Amendments thereto, any Operating Rules or Policies (the "ATS"), and anything published from time to time by ERich, L.L.C., as well as these materials comprise the entire Agreement between user and Educate for Success, and supercede any prior Agreements pertaining to the subject matter contained herein. BY USING THIS SITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS.
- 2. Description of Service. AssistMBA.com is intended to provide the User with details about academic counseling primarily through the worldwide web. In order to utilize this website, the User must provide, at his or her own cost:
- 1. his or her own access to the worldwide web;
- 2. all equipment necessary for user to connect with the worldwide web, including, but not limited to, computer and modem.

In some cases the user may seek services or correspond with AssistMBA.com through fax, telephone, or teleconferencing. In such cases user must provide his or her own access to a fax machine, telephone, or teleconferencing equipment, pay all services related thereto, and provide all equipment necessary for User to make the connection to the necessary equipment.

3. Restrictions on Use. This site is owned and operated by ERich, L.L.C. ERich, L.L.C., and AssistMBA.com are protected by National and International Copyright and Trademark Laws. Modification, copying, reproduction, republishing, uploading, posting,

transmitting or distributing in any way any material from this site, including code and software, is strictly prohibited. Users who accept the Terms and Conditions of this Agreement may download material from this site for personal and noncommercial use only, and may not transfer it or utilize any of those materials to third parties, or otherwise violate copyright and proprietary notices.

Section III - Modifications of Terms of Service

AssistMBA.com and ERich, L.L.C. may occasionally change the ATS.

Section IV - Modifications to Service

AssistMBA.com and ERich, L.L.C. , reserve the right to modify or discontinue, temporarily or permanently this service with or without notice to the user. User agrees that AssistMBA.com and ERich, L.L.C. , shall not be liable to user or any third party for any modifications, or discontinuance of the service.

Section V - User Conduct

User agrees to refrain from using this service for illegal, illicit, unlawful, or fraudulent purposes.

User represents and warrants that any and all personal essays submitted for editing and all portions of same are their own work, and do not reflect or represent the work of others. Section VI - Guidelines

All clients of AssistMBA.com must complete their full editing round(s) with AssistMBA.com within two months of signing up for the service (submitting payment) or within the "round" for which the service was quoted, whichever is sooner. If editing is not completed within two months, AssistMBA.com is not obliged to provide services and can at its own sole discretion decline to do so; if AssistMBA.com agrees to proceed with services under these circumstances, any subsequent editing can be billed as a new and additional editing service, or at the prevailing rate if higher than the original rate quoted, and such additional moneys shall be payable by the customer prior to rendering the final service. If editing is not completed within the "round" for which fees were originally quoted, AssistMBA.com is not obliged to provide services and can at its own sole discretion decline to do so; if AssistMBA.com agrees to proceed with services under these circumstances, any subsequent editing can be billed as a new and additional editing service, or at the prevailing rate if higher than the original rate quoted, and such additional moneys shall be payable by the customer prior to rendering the final service. All clients of AssistMBA.com who use AssistMBA.com editing services are responsible for ensuring that the Properties designation in Word documents and any other authorship tags reflect their own name. Clients agree to refrain from submitting more than 10% more words in any essay or resume than is stated as a word limit. AssistMBA.com is not obliged to edit essays exceeding word limits by 10%, and may decline at their own sole discretion to do so. Each individual essay or recommendation may not exceed 1500 words, regardless of word allowances in individual applications, except at the sole discretion of AssistMBA.com. Individual essays or recommendations in excess of 10% of a word limit, or longer than 1500 may be edited by AssistMBA.com at AssistMBA.com's sole discretion and for an additional fee set at the sole discretion of AssistMBA.com. Section VII - Refunds

AssistMBA.com and ERich, L.L.C., are committed to providing exceptional editing and other educational services. AssistMBA.com and ERich, L.L.C. are not responsible for the final proof and review of any edited materials provided to customers. Customers are

responsible for reviewing all edited materials and other materials to ensure there are no remaining grammar, typos, factual or other errors. The presence of grammar, typo, factual or other errors shall not be the basis for a refund of money to the customer from AssistMBA.com and ERich, L.L.C. AssistMBA.com and ERich, L.L.C. make no warranties or assurances that the edited work returned to the client will be error free. Should clients decide to terminate service prior to the final editing of essays, the advice sessions provided by AssistMBA.com to the client shall be non-refundable. Similarly, first editing rounds will be charged at as much as 7/8 of the full price of any two-round quoted editing job, if a client chooses to receive only 1 rather than 2 rounds of editing in a quoted 2-round editing job. All other refunds for uncompleted work will be rendered in an amount set at the sole discretion of AssistMBA.com.

AssistMBA.com and ERich, L.L.C., make no other representations or warranties related to their services, website, or with regard to results achieved by way of access to the service and/or website. Accordingly, AssistMBA.com and ERich, L.L.C., limit their refunds for services to the cost paid by the User for services under conditions (if any) expressly set forth by AssistMBA.com or ERich, L.L.C.

Section VIII - Limitation on Liability and Indemnity

By use of this website and the services provided therein, User acknowledges that ERich, L.L.C., its divisions or affiliates, and AssistMBA.com shall have no liability, direct or indirect, incidental, special or consequential to the user. User acknowledges and agrees that ERich, L.L.C., and its divisions or affiliates shall not be liable for any defamatory, offensive, or illegal conduct of any user. If a user is dissatisfied with any aspect of AssistMBA.com or ERich, L.L.C., or its material, or with its Terms and Conditions, User may discontinue using the website and the service as their sole and exclusive remedy.

User agrees to indemnify and hold AssistMBA.com and ERich, L.L.C., and their parents, divisions, affiliates, officers, directors, managers, and employees harmless from any claim or demand, including reasonable attorneys fees made by any third party due to or arising out of the Users use of service, Users connection to the service, Users violation of the ATS, or Users violation of the rights of any other User or person.

Section IX - Restrictions on Use

- 1. Bulletin Boards. The services provided by this website may include bulletin boards and chat rooms (described jointly as "bulletin boards") which allow feedback to, from and AssistMBA.com and ERich, L.L.C., and real time interaction between users. User agrees that AssistMBA.com and ERich, L.L.C., do not control the messages, information or files delivered to the bulletin boards, or bulletin board sites. It is a condition of the Users use of the bulletin boards, and its website, that the User will not restrict or inhibit any User from lawfully using and enjoying the bulletin boards, and further that User will not:
- 2. Post or transmit any unlawful, threatening, hateful, extortionist, abusive, libelist, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, international law, or treaty.
- 3. Post or transmit any information, software or other material which violates, or may violate, or infringes upon the rights of others, including material which constitutes

an invasion of privacy or publicity rights, or which is protected by copyright, trademark, or other proprietary rights, or prohibitive works with respect thereto without first obtaining written permission from the owner or right holder.

- 4. Post or transmit any information, software, or other material which contains a virus or other harmful component.
- 5. Post, transmit, or in any way exploit any information, software, or material for commercial purposes or which contains advertising. User understands that AssistMBA.com and ERich, L.L.C., has no obligation to monitor the bulletin boards. AssistMBA.com and ERich, L.L.C., reserve the right at all times to disclose any information necessary to satisfy law, regulation, or government requests, or to edit, refuse to post, or remove any information or materials in whole or in part that AssistMBA.com or ERich, L.L.C., in their sole discretion deem objectionable or violates these terms and conditions. In the event of termination of this Agreement, user shall forfeit his or her authorization to access the bulletin boards; however, all restrictions with regard to material downloaded from the bulletin boards, and any disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination.

Section X - Advertisers

Advertisers who produce correspondence with or participate in promotion of advertisers found on this service, including payments and delivery of goods or services so advertised, agree to comply with any and all terms, conditions, warranties, or representations associated with such advertisements and dealings are solely between the user and such advertiser. User agrees not to hold AssistMBA.com or ERich, L.L.C., liable for any loss or damage of any sort incurred as a result of any such dealings, or as a result of the presence of such advertisers on the service or website.

Section XI - Privacy Policy

AssistMBA.com and ERich, L.L.C., treats and shall treat e-mail transmissions as a private correspondence between sender and AssistMBA.com. However, AssistMBA.com and ERich, L.L.C., provides no warranty or guarantees with regard to privacy principles. User's private rights are as set out below:

- 1. The AssistMBA.com website ("the site") is maintained by ERich, L.L.C., a Texas Limited Liability Corporation. Our mailing address is: P.O. Box 532, Merrifield, Texas 22116-0532. AssistMBA.com's e-mail address is: customerservice@assistmba.com.
- 2. It is AssistMBA.com's policy to explicitly ask when personal identifying information ("personal information") is necessary or required. Personal information is used to operate AssistMBA.com and Educate for Success. We may occasionally use personal information to advise you of new features, services, or products provided by AssistMBA.com, ERich, L.L.C., or its divisions.
- 3. AssistMBA.com and ERich, L.L.C., uses "cookies" to count Users to our site, but these cookies do not contain any personal identifiable information.
- 4. Students profiled on the website are identified by either their first or middle names. AssistMBA.com and Educate for Success will not divulge personal information other than that information expressly posted on the AssistMBA.com and other ERich, L.L.C. Websites.
- 5. Educate for Success and AssistMBA.com advisors, editors and employees are identified by their first or middle names depending on their preference. Educate for

Success and AssistMBA.com will not divulge additional information about such advisors or editors beyond that posted without their permission.

6. If the User believes that the services do not adhere to these principles User is requested to notify us by e-mail to legal@Assistmba.com. In this case, we will use all commercial and reasonable efforts to promptly determine and correct the problem. Section XII - Links

This service may provide links to other websites or resources. User acknowledges and agrees that AssistMBA.com and ERich, L.L.C., are not responsible for the availability of such external sites or resources, do not endorse such sites and resources, and is not responsible or liable for any content, advertising, products, or other material on or available from such other sites or resources. User agrees that AssistMBA.com and ERich, L.L.C., shall not be responsible or liable, directly or indirectly, for any damage of loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on external sites or resources.

As neither AssistMBA.com nor ERich, L.L.C., nor their affiliates operates or controls in any respect the information, products, or services available on these third party sites, the materials on these sites are provided "as is", and without warranty, expressed or implied, of any sort. To the fullest extent permissible, pursuant to the applicable law, AssistMBA.com and ERich, L.L.C., DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In particular, AssistMBA.com and ERich, L.L.C., do not warrant the functions contained in these materials will be continuous or uninterrupted or error free, or that defects contained therein will be corrected. AssistMBA.com and ERich, L.L.C., do not warrant or make representations regarding the use or the results of the use of the materials in third party websites in terms of correctness, accuracy, timeliness, reliability or otherwise. The User assumes the entire risk of costs, of all necessary maintenance, repair or correction, arising from or related to use of the third party website. Section XIII - Proprietary Rights

The content of all service and websites, including, but not limited to texts, software, music, sound, photographs, graphics, video, and other material contained in sponsor advertisements, or information presented to the user through or by the service or by advertisers is protected by all applicable copyright, trademark, service mark, patents, or other proprietary rights and laws, including but not limited to rights in confidential and trade secret material, source code and object code. User acknowledges and agrees that their use is limited to a license to utilize this material and information only as expressly authorized by ERich, L.L.C. or its advertisers; and that he or she may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express authorization. The User shall have no right, title, or interest in such proprietary rights.

Section XIV - Price and Availability

Price and availability of information and services is subject to change without notice. Section XV - Limitations on Availability

User acknowledges that AssistMBA.com limits the number of clientele accepted for the academic counseling. AssistMBA.com reserves the right to decline requests for enrollment in the Service at their sole discretion.

Section XVI - Limited Warranty and Disclaimer of Warranty ASSISTMBA.COMAND ERICH, L.L.C., HAVE NO CONTROL OVER THE CONDITIONS UNDER WHICH THE USER OR USERS UTILIZE THIS SERVICE OR WEBSITE, UPDATES, AND DOES NOT AND CANNOT WARRANT THE RESULTS OBTAINED BY SUCH USE. ERICH, L.L.C., AND ASSISTMBA.COMWARRANT THAT THE SERVICE HAS THE RIGHT TO GRANT THE LICENSE CONTAINED IN THIS AGREEMENT, AND THAT THE MAGNETIC MEDIA ON WHICH THE PART OR SERVICE OR ANY UPDATE IS RECORDED, AND ANY USER MADE AVAILABLE UNDER THE TERMS OF THIS AGREEMENT ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE. THE WARRANTIES CONTAINED IN THIS SECTION ARE MADE FOR A PERIOD OF 90 DAYS FROM THE DATE ON WHICH THE USER ACCESSES THE MATERIAL. ASSISTMBA.COMAND ERICH, L.L.C., DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR SERVICE, OR ANY UPDATE WILL MEET THE REQUIREMENTS OF THE USER, OR THAT THE OPERATION OF THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ANY WARRANTY EXTENDED HEREUNDER DOES NOT COVER ANY COPY OR PRODUCT THAT HAS BEEN ALTERED OR CHANGED IN ANY WAY BY THE USER, OR UNDER THE USER'S DIRECTION. ASSISTMBA.COMAND ERICH, L.L.C., ARE NOT RESPONSIBLE FOR PROBLEMS CAUSED BY CHANGES IN AND/OR MODIFICATIONS TO THE OPERATING CHARACTERISTICS OF ANY COMPUTER HARDWARE OPERATING SYSTEM FOR WHICH THE USER DOES NOT OBTAIN THE NECESSARY UPDATED MATERIAL, NOR IS THE USER RESPONSIBLE FOR PROBLEMS WHICH OCCUR AS A RESULT OF THE USE OF THE PRODUCT IN CONJUNCTION WITH SOFTWARE OR HARDWARE WHICH IS INCOMPATIBLE WITH THE OPERATING SYSTEM FOR WHICH THE PRODUCT IS BEING PROCURED. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET OUT ABOVE, SERVICE IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. EDUCATE FOR SUCCESS DOES NOT WARRANT SUCCESS IN THE COLLEGE ADMISSIONS PROCESS. EDUCATE FOR SUCCESS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ERICH, L.L.C., AND ASSISTMBA.COMMAKE NO WARRANTIES THAT THE SERVICE WILL MEET THE USERS REQUIREMENTS. THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, NOR DOES ERICH, L.L.C., NOR ASSISTMBA.COMMAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE WEBSITE. OR AS TO THE ACCURACY OR LIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR THE WEBSITE IS AT THE USERS OWN RISK. AND THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO USERS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM A

DOWNLOAD OF SUCH MATERIAL AND/OR DATA. ERICH, L.L.C., AND ASSISTMBA.COMDISCLAIM ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT) ARISING OUT OF THIS AGREEMENT, OR WITH RESPECT TO THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE PRODUCT OR SERVICE, OR ANY UPDATE OF THE LICENSED PRODUCT UNDER ALL CIRCUMSTANCES. ERICH, L.L.C., AND ASSISTMBA.COMMAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THIS SERVICE OR WEBSITE, OR RELATED TO ANY TRANSACTIONS ENTERED INTO THROUGH THIS SERVICE OR WEBSITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ERICH, L.L.C., OR ASSISTMBA.COM, OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. THE WARRANTY SET OUT ABOVE SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW.

Section XVII - Notice

All Notices to user or to this service shall be made by either e-mail or regular mail. The service may also provide notices of changes to the ATS or other matters by displaying notices to Users generally on the service.

Section XVIII - Choice of Law

The ATS in relationship between User and Educate for Success shall be governed by the laws of the Commonwealth of Texas, without regard to its conflict of laws provisions to the full extent permitted by law. Users of Educate for Success agree to submit to the personal and exclusive jurisdiction of all disputes to courts located within the Commonwealth of Texas.

Section XIX - Waiver

Failure of ERich, L.L.C., or AssistMBA.com to exercise and enforce any right or provisions of the ATS shall not constitute a waiver of such right or provision. If any provision of the ATS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavor to give full effect to the party's intentions as reflected in the provision, and that other provision of the ATS shall remain in full force and effect. User agrees that regardless of any statute or law to the contrary, all claims for causes of action arising out of, or related to, the use of this service, or the ATS must be filed within one year after such claim or cause of action arose, or be forever barred.

Section XX - Copyright

All website design, texts, graphics, and the selection and arrangement thereof, all website posted advice from AssistMBA.com or Educate for Success advisors or editors, all materials, pamphlets and booklets, and all software © 2000-2001 ERich, L.L.C. all rights reserved. A license is granted to electronically copy and to print in hard copy portions of this website for the sole purpose of placing an order to AssistMBA.com, or using this website as a resource. Any other use of material in the website, including reproduction for purposes other than noted above, modification, distribution, or republication without the prior written consent of ERich, L.L.C. is strictly prohibited. Assist MBA, MBAadmit, AssistMBA.com, AssistMBA.com, Assistmba.com,

Assistmba.com, Assist MBA, assistmba.com, AssistMBA.com, all page headers, custom graphics, and button icons are service marks, trademarks, and/or trade dress of ERich, L.L.C. All other trademarks, product names, and company names or logos started herein are the property of the respective owners.