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You agree to make full payment of all Program fees and other charges, including any shipping and handling charges ("Tuition") prior to the start of your Program(s). All payments made to Cracker are unrefundable unless the refund is requested by You before You have received a notification via e-mail that your Program(s) is(are) available to You. This applies both to deposits and to any other payments for all courses, private tutoring, product sales, and all other purchases. Please note that refunds are not issued for course withdrawals or unused tutoring hours.

PRIVACY POLICY:

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CRACKER SERVICES SOLELY FOR SUCH PURPOSE. YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE NOT ENGAGED, EITHER DIRECTLY OR INDIRECTLY, IN THE BUSINESS OF PROVIDING TEST PREPARATION SERVICES AND/OR ADMISSIONS CONSULTING SERVICES, AND THAT YOU ARE NOT CURRENTLY EMPLOYED BY OR OTHERWISE HAVE ANY RELATIONSHIP WITH ANY PERSON OR ENTITY THAT MAY BE IN COMPETITION WITH CRACKER OR IS OTHERWISE ENGAGED IN THE BUSINESS OF PROVIDING TEST PREPARATION SERVICES AND/OR ADMISSIONS CONSULTING SERVICES.

PROGRAM SWITCHES:

If you are already enrolled in a Program, you may switch into another Program by compensating for the difference in price between these Programs. However, Cracker does not compensate for the downgrade of the Program you are enrolled in. Contact Customer Support for more details.

PROGRAM RETAKES:

If you have completed a Program with Cracker, you may enroll in a second Program for a significantly reduced re-take fee. Contact Customer Support for more details.

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You may be able to link from the Site to third party websites and third party web sites may link to the Site ("Linked Sites"). You acknowledge and agree that we bear no responsibility for the content, products, services, advertising or other materials that may be provided by or through Linked Sites, even if they are owned or operated by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us.

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If You submit comments, photos and other content to us ("User Content") through Site(s), social media communities, survey responses, email or otherwise, You grant us an irrevocable, royalty-free, perpetual, transferable, licence to use, modify, create derivative works from, publish, display and sublicense User Content, in whole or in part, in any format and on any platform either now known or hereinafter invented, and to associate User Content with your name and/or likeness. You bear sole responsibility for your User Content. You guarantee that User Content, and our use thereof, does not and will not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.

Passwords:

When You set up a Cracker account, You will receive a password via e-mail or other media. You are solely responsible for maintaining the confidentiality of your password and for any and all use of your account. You agree not to disclose your password to any third party. Cracker has the right to terminate your account for any reason at our sole discretion without notice to You.

SMS and Phone Calls:

If You provide Cracker with a telephone number, such as when You purchase, enroll in or use a Cracker Program, You agree that Cracker may contact You about your Program and about other Programs and opportunities by telephone and/or text message. You are responsible for fees associated with the operation of your mobile device and personal computer, such as messaging charges and airtime, and the costs of Internet

access. You are responsible for ensuring that your mobile device is compatible with SMS text messaging or mobile access. If you are unsure, we urge you to contact your wireless carrier regarding text capabilities of the service and the device. You may be subject to standard SMS text message charges from your wireless carrier. You should check with your carrier.

Tutoring Policies:

If You purchase a tutoring Program, You and your tutor(s) will plan a schedule that is mutually convenient. If You and your tutor(s) cannot plan a mutually convenient schedule, Cracker will provide a refund of unused tutoring hours. If You need to cancel or postpone a lesson, You must directly notify your tutor at least 24 hours in advance. Failure to do so will result in a deduction of the hours from your Program package.

Technical Requirements:

You are responsible for meeting and maintaining the minimum technical requirements for your selected purchase in order to access certain features of your Program.

STUDENT CODE OF CONDUCT:

You should not use Programs provided by Cracker in any manner that could damage, impair, disable or overburden such Programs or Sites or in any way interfere with Cracker's rights. Cracker reserves the right to remove any student from any Program for: (1) disruptions to a classroom learning environment (i.e. use of profanity, harassment, etc.); (2) deliberate destruction, misuse, or theft of property of Cracker or of its students, or staff; (3) acts or threats of violence towards persons or property of students or Cracker's stuff; and (4) other serious misconduct that in Cracker's estimation warrants a student's removal from a Program.

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Consent and Release:

Cracker may contact You for feedback related to your Program, photograph You or record your class (collectively referred to as 'Customer Info'). You agree that Cracker may use Customer Info for internal purposes.

Miscellaneous:

These Terms supersede all prior agreements and constitute an entire agreement between the parties. If any provision of these Terms or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of this User Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

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