



TERMS AND CONDITIONS

TRADE NAME

Egan Education Services, Inc., a North Carolina corporation, proudly does business under the trade name "Prepared Children" and is referred throughout this Agreement and these Term and Conditions as Prepared Children.

PRIVACY POLICY

Prepared Children takes your privacy seriously, and we take strong measures to protect it. We only ask you to provide information that we need in order to deliver the service you have requested. We don't share the information you have given us without your permission to do so. In order to provide exceptional learning and tutoring services, we sometimes coordinate and work together as a team. At PREPARED CHILDREN we will contact and work directly with your child's teacher to formulate educational strategies to address your child's particular need. Prepared Children may share personal information that you provide to us through your participation in our programs with your school, district and parents. Only the student, the teacher, the school administration, and the parent(s) have access to this information. In such a case, each school has already previously agreed to maintain the confidentiality of this information.

CANCELLATION POLICY

The cancellation of any Prepared Children program is subject to a minimum 10% cancellation fee per student, unless canceled within 3 days of purchase and before the start of a class or tutoring package. If materials have been shipped, a refund will be processed once Prepared Children receives the complete set of unused materials to our office. Once issued, refunds typically take 5-7 days to post. Refunds will not be issued once a course or private tutoring program begins.

LATE REGISTRATION/MISSED CLASSES/RESCHEDULING

There will be no prorating or refunds given due to late registration or missed classes. Students may also purchase individual tutoring blocks to make up missed classes. Unused tutoring blocks will not be refunded, however they may be used for future tutoring sessions in any subject that can be reasonably staffed. We reserve the right to reschedule or cancel any course. Factors outside of Prepared Children's control may affect class schedules. In such events, we will do our best to schedule a convenient make-up class; however, we cannot guarantee a make-up session will be scheduled or that the make-up will fit the schedule of every student.

NON-SOLICITATION AGREEMENT

By becoming a Prepared Children student, you agree that you will not solicit for employment, hire, or engage as an independent contractor, or permit any organization directly or indirectly controlled by you to solicit for employment, hire, or engage as an independent contractor, any person employed by Prepared Children at any time during the term of Prepared Children's provision of services to you or for a period of 6 months following the termination of services and this agreement.

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ON BEHALF OF YOURSELF AND/OR YOUR CHILD, YOU HEREBY RELEASE AND AGREE TO HOLD PREPARED CHILDREN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY ACT OF NONFEASANCE, MISFEASANCE, OR MALFEASANCE BY PREPARED CHILDREN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS. YOU AGREE TO FULLY INDEMNIFY AND HOLD PREPARED CHILDREN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS, AND SEPARATELY AND INDIVIDUALLY, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, OR REASONABLE ATTORNEYS' FEES AND/OR COURT COSTS ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT, INCLUDING ANY PERSONAL INQUIRY OR PROPERTY DAMAGE WHETHER SUCH LIABILITIES, CLAIMS OR DEMANDS ARISE OUT OF THE NEGLIGENT ACTS OF PREPARED CHILDREN, OR THROUGH ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OR FROM SOME OTHER CAUSE. FURTHERMORE, PREPARED CHILDREN'S AGGREGATE LIABILITY SHALL IN NO EVEN EXCEED THE TOTAL FEES PAID BY YOU TO PREPARED CHILDREN.

VENUE, CHOICE OF LAW, AND ENTIRETY.

Regardless of the place of signing of this Agreement, the parties agree that for purposes of venue, this Agreement was entered into in Mecklenburg County, North Carolina, and any dispute will be litigated in Mecklenburg County, North Carolina. Additionally the parties agree that the Laws of North Carolina will govern this Contract. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all previous agreements.

CHANGES IN OUR POLICY

We reserve the right to change or remove this Privacy Policy at our discretion.

INITIALS OF PARENT(S) _____ DATE _____