



College Admissions Consulting

Frontier Tutoring Terms and Conditions of Service – College Admissions Consulting

Effective July 26, 2013

1. Definitions

- “Terms and Conditions” shall be defined as the Frontier Tutoring Terms and Conditions of Service – College Admissions Consulting, as amended.
- “Customer” shall be defined to include the parent, guardian, or responsible party for Service.
- “Student” shall be defined as the person receiving college admissions consulting services (the Student may or may not also be the Customer).
- “Company” shall be defined as Frontier Tutoring LLC, an Alaska Limited Liability company.
- “Service” shall be defined as the provision of college admissions consulting services—as described in the College Admissions Consulting Ethics Statement and Agreement, as amended (the latest version of which is available to download at <http://www.frontiertutoring.com/Pages/crc.aspx>) —to the Student.
- “Service Commencement Date” shall be defined as the first day that college admissions consulting services are provided to the Student (i.e. the day of the Student’s first college admissions consulting session).
- “Effective Date of Termination” shall be defined as when package services are completed and Student reaches the first of June of his or her senior year of high school, as defined in Section 3.
- Other terms may be defined in the following sections.

2. Price of Service

The Customer shall be charged a package price for each Student who participates in the Service. The amount of price and service content of the package the Customer chooses is provided to the Customer by the Company before the Service Commencement Date. The full package price shall be due in lump sum before the Service Commencement Date, unless the Customer chooses to pay using a Company-approved payment plan, in which case the payment plan shall be implemented before the Service Commencement Date.

3. Effective Date of Termination

The Effective Date of Termination is the earliest of the following dates:

- a) The date upon which all package service content has been exhausted (i.e. all hours have been used)



- b) The date upon which the Customer advises the Company that no further services are required (e.g., because the student has reached a desired outcome)
- c) The June 1 following the student's senior year of high school (where the school year is defined as August through May)

Upon the Effective Date of Termination, no further service shall be due to the Student under the existing package or packages purchased, regardless of whether any service content remains unused (e.g., unused meeting hours). Additionally, no refunds (or extinguishments of payment liability) shall be processed for any unused service content that remains as of the Effective Date of Termination.

4. Contracting with Employees of Frontier Tutoring

The Customer shall not contract directly with employees of Frontier Tutoring (independently of Frontier Tutoring) to purchase any services provided by Frontier Tutoring including, but not limited to, college admissions consulting, SAT preparation, academic tutoring, and classroom instruction services.

5. Payment Liability Policy

Session Length. The minimum college admissions consulting session length is one (1) hour.

Cancelled, Missed, and Late Sessions. Except in the case of extenuating circumstances (e.g., sickness, emergencies, etc.), the Customer must notify the Company at least 24 hours in advance if he or she expects to miss a scheduled session. If the Customer fails to meet the 24 hour advance notification requirement, the originally scheduled session length will be deducted from the Student's available package hours. If the Student arrives late for a scheduled session, the originally scheduled session length will be deducted from the Student's available package hours, even if the length of the actual session is shorter than the amount of time originally scheduled.

Refunds. No refunds (or—in the case of packages purchased with payment plans—extinguishments of payment liability) shall be awarded for any reason, except where the Company has demonstrably and materially failed to uphold its responsibilities, as described in the Frontier Tutoring College Admissions Consulting Ethics Statement/Agreement, as amended, the most recent version of which is available at <http://www.frontiertutoring.com/Pages/crc.aspx>.

6. Limitation of Liability; College Admissions Consulting Session Policies

Where the Student is under the age of legal majority in the State of Alaska, the Customer agrees to promptly pick up the Student at the end of each scheduled college admissions consulting session. The Customer acknowledges that the Company shall not be responsible for any damage, loss, or bodily harm that occurs during, before, or after college admissions consulting meetings.



7. Acknowledgement of Student Responsibilities Under Ethics Statement and Agreement

The Customer acknowledges that the Student shall uphold his or her responsibilities under the College Admissions Consulting Ethics Statement and Agreement, as amended, the latest version of which is available to download at <http://www.frontiertutoring.com/Pages/crc.aspx>.

8. Decision Offers & College Acceptance

Neither the Company nor its representatives can make any guarantee of acceptance at any college or university. While best efforts will be employed to empower the Student with the college application process, neither Frontier Tutoring nor its representatives can be held responsible for the colleges to which the Student is granted or denied admission. Admission decisions are made solely by college admissions officers at each institution.

9. Enforceability of Terms and Conditions

If any provision of these Terms and Conditions is rendered illegal or unenforceable by any present or future statute, law, ordinance, or regulation (collectively the “Law”), then such provision shall be curtailed or limited only to the minimum extent necessary to bring such provision into compliance with the Law. All the other terms and provisions of these Terms and Conditions of Service shall continue in full force and effect without impairment or limitation.

10. Revisions to Terms and Conditions

The Company reserves the right to revise the Terms and Conditions at any time. An electronic copy of the latest edition of this policy is available at <http://www.frontiertutoring.com/Pages/crc.aspx>.

Customer Acknowledgement

Understood and agreed:

Signature: _____

Print Name: _____

Date: ____ / ____ / ____