

# Terms of Service

## College Essay Easy, LLC

*Effective Date: April 1, 2024*

Welcome to College Essay Easy. These Terms of Service (the “Terms”) govern your use of the College Essay Easy website (the “Site”) and your purchase of products and services from College Essay Easy, LLC (“College Essay Easy,” “we,” “us,” or “our”). By accessing the Site, creating an account, or purchasing any product or service, you agree to be bound by these Terms. If you do not agree, please do not use the Site or purchase from us.

### 1. About Us

College Essay Easy, LLC is a New Jersey limited liability company. We provide educational products related to the college application essay process, including physical card decks, classroom sets, digital materials, and tutoring and workshop services.

You can contact us at [info@collegeessayeasy.com](mailto:info@collegeessayeasy.com) or by mail at 971 US Highway 202N, Ste N, Branchburg, NJ 08876, USA.

### 2. Eligibility and User Accounts

Our Site and services are intended for use by individuals who are at least 18 years old or, if under 18, who use the Site and our services with the consent and supervision of a parent or legal guardian. By using the Site or purchasing our products or services, you represent that:

- You are at least 18 years old, OR you are using the Site and our services with the involvement and consent of a parent or legal guardian who agrees to these Terms on your behalf;
- All information you provide is accurate, current, and complete; and
- You will keep your account credentials confidential and are responsible for all activity under your account.

Parents and guardians: by allowing your child to use the Site or by purchasing products or services for use by a minor, you accept these Terms on the minor’s behalf and agree to supervise their use.

### 3. Products and Services

College Essay Easy offers, among other things:

- Physical products such as the College Essay Easy card decks and classroom sets;
- Digital products such as guides, worksheets, and downloadable materials;
- Tutoring, coaching, and workshop services delivered virtually or in person; and
- Educational content published on the Site.

Product descriptions, images, and pricing are provided for informational purposes. We make reasonable efforts to display products accurately, but we do not guarantee that colors,

descriptions, or other content are error-free. We reserve the right to correct errors and to modify, discontinue, or limit availability of any product or service at any time.

#### **4. Orders, Payments, and Pricing**

All prices are listed in U.S. dollars and do not include applicable taxes or shipping unless stated otherwise. By placing an order, you authorize us (and our payment processors, including Stripe and any tutoring platform we use) to charge your selected payment method for the total amount of your order.

We reserve the right to refuse or cancel any order, including for reasons such as suspected fraud, pricing or product errors, or inventory limitations. If we cancel an order after payment, we will refund the amount charged.

You are responsible for providing accurate billing and shipping information. We are not liable for losses caused by inaccurate information you submit.

#### **5. Shipping and Delivery**

Physical products are shipped to the address you provide. Estimated shipping times are estimates only and are not guaranteed. Risk of loss and title for products purchased pass to you upon our delivery of the products to the carrier. Lost or damaged shipments should be reported to us within a reasonable time so we can assist with claims through the carrier.

Digital products are typically delivered via download link or email shortly after purchase. You are responsible for ensuring you provide a working email address and have the means to access digital files.

#### **6. Tutoring, Coaching, and Workshops**

Tutoring, coaching, and workshop sessions are scheduled in advance and may be delivered via video conference, in person, or through a third-party platform. By booking a session, you agree to:

- Arrive on time and prepared;
- Provide a safe, appropriate environment for the session, including for any minor participating;
- Treat instructors, tutors, and other participants with respect; and
- Comply with our cancellation and rescheduling policy described below.

Sessions involving minors should take place with a parent or guardian aware of the session and reachable for the duration. We reserve the right to end any session early if a participant behaves disruptively, abusively, or unsafely.

College Essay Easy provides educational guidance only. We do not guarantee any specific result, including admission to any particular college or university, scholarship award, grade, or test score.

#### **7. Cancellations, Rescheduling, and Refunds**

Unless stated otherwise on a specific product or service page:

- Physical products may be returned in unused, original condition within 14 days of delivery for a refund of the product price (shipping is non-refundable). Buyer pays return shipping unless the item arrived damaged or defective.
- Digital products are non-refundable once the download link has been delivered or the file has been accessed.
- Tutoring and workshop sessions may be rescheduled at no charge with at least 12 hours' notice. Cancellations with less than 12 hours' notice, or no-shows, may be charged at the full session rate.
- Pre-paid session packages are valid for 12 months from the date of purchase and are non-refundable once the first session of the package has been used.

To request a return, refund, or rescheduling, contact us at [info@collegeessayeasy.com](mailto:info@collegeessayeasy.com).

## 8. Intellectual Property

All content on the Site and in our products, including text, graphics, logos, card designs, worksheets, lesson materials, videos, and the College Essay Easy name and branding, is owned by College Essay Easy, LLC or its licensors and is protected by copyright, trademark, and other laws.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Use products you purchase for your personal, non-commercial educational use; and
- Where you purchase a classroom set or other licensed-for-classroom product, use the materials with your own students within a single classroom or section, as further described in any product-specific license.

You may not copy, reproduce, redistribute, resell, sublicense, or create derivative works from any of our content or products, except as expressly permitted by these Terms or by a separate written license from us. Unauthorized use may result in license termination and legal action.

## 9. User Content

If you submit any content to us, including essays, drafts, testimonials, reviews, photos, or comments ("User Content"), you represent that you have the right to do so and that the content does not infringe anyone's rights or violate any law.

You retain ownership of your User Content. You grant us a non-exclusive, royalty-free, worldwide license to use, store, reproduce, and (where you have authorized it) display your User Content for the purpose of providing our services and, where applicable, marketing College Essay Easy. We will not publicly identify a student by full name without separate consent (and parental consent for minors).

## 10. Acceptable Use

When using the Site or our services, you agree not to:

- Violate any applicable law or regulation;
- Infringe the rights of others, including intellectual property and privacy rights;
- Submit false, misleading, or fraudulent information;

- Upload viruses, malware, or other harmful code;
- Attempt to gain unauthorized access to the Site, our systems, or any user account;
- Use any automated means to scrape, copy, or collect content from the Site without our written permission; or
- Engage in harassing, abusive, or threatening behavior toward our staff, tutors, or other users.

## **11. Third-Party Services**

We use third-party services to operate our business, including payment processors (such as Stripe), tutoring or scheduling platforms (such as Wise.live), email providers, and shipping carriers. Your use of those services is subject to their own terms and privacy policies, and we are not responsible for their acts or omissions. The Site may also contain links to third-party websites, which we do not control or endorse.

## **12. Disclaimers**

THE SITE, PRODUCTS, AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT IS ACCURATE OR COMPLETE.

College Essay Easy is an educational service. We do not guarantee admission to any school, scholarship, grade, score, or other outcome. Some jurisdictions do not allow the exclusion of certain warranties; in those jurisdictions, exclusions apply to the fullest extent permitted by law.

## **13. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COLLEGE ESSAY EASY, LLC OR ITS OWNERS, MEMBERS, EMPLOYEES, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, GOODWILL, OR OPPORTUNITY, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, PRODUCTS, OR SERVICES.

OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR ANY PRODUCT OR SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100). Some jurisdictions do not allow the limitation of certain damages; in those jurisdictions, our liability is limited to the fullest extent permitted by law.

## **14. Indemnification**

You agree to indemnify, defend, and hold harmless College Essay Easy, LLC and its owners, members, employees, and contractors from any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your violation of these Terms; (b) your misuse of the Site, products, or services; or (c) your violation of any law or third-party right.

## **15. Governing Law and Dispute Resolution**

These Terms are governed by the laws of the State of New Jersey, without regard to its conflict of laws principles. You agree that any dispute arising out of or relating to these Terms, the Site, or our products and services will be resolved exclusively in the state or federal courts located in New Jersey, and you consent to the personal jurisdiction of those courts.

Before filing any formal claim, you agree to first contact us in writing at [info@collegeessayeasy.com](mailto:info@collegeessayeasy.com) and attempt to resolve the dispute informally for at least thirty (30) days.

## **16. Changes to These Terms**

We may update these Terms from time to time. When we do, we will update the Effective Date above and, where appropriate, notify you by posting a notice on the Site or by email. Your continued use of the Site or purchase of products or services after the effective date of the updated Terms constitutes your acceptance of those changes.

## **17. Termination**

We may suspend or terminate your access to the Site or our services at any time for any reason, including violation of these Terms. Sections that by their nature should survive termination (including Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, and Governing Law) will survive.

## **18. Miscellaneous**

These Terms, together with any policies or product-specific terms posted on the Site, are the entire agreement between you and College Essay Easy, LLC regarding your use of the Site and our products and services. If any provision is found unenforceable, the remaining provisions will remain in effect. Our failure to enforce any provision is not a waiver of that provision. You may not assign these Terms without our written consent; we may assign them in connection with a sale or transfer of the business.

## **19. Contact**

Questions about these Terms can be sent to:

College Essay Easy, LLC

971 US Highway 202N, Ste N

Branchburg, NJ 08876, USA

[info@collegeessayeasy.com](mailto:info@collegeessayeasy.com)

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