



SERVICE AGREEMENT

(last updated May 26, 2017)

This Agreement between Bespoke Education, Inc. and you, the client, is automatically effective by virtue of your signing up for your online account (“your Account”) with Bespoke Education, Inc. (“Bespoke”). It is effective immediately and continues in effect for the duration of your maintaining your Account and/or accessing any services provided by Bespoke. This Agreement also includes provisions for processing credit card transactions for all services provided by Bespoke.

1. According to this Agreement, you grant Bespoke permission to charge your credit card for all mock testing, tutoring, materials charges and other services you access from Bespoke (using information you provide to us when you create your Account).
2. Credit card transactions are submitted to our bank two times per month (on or around the 15th and 30th of each month), unless a different billing timeline is agreed upon in writing between you and Bespoke.
3. All mock testing and tutoring appointments must be canceled at least 24 hours prior to the start time or you will be charged in full. If you have a mock testing package, a mock test no-show will count as one of your package tests.
4. For mock testing, you must arrive at our office at the date and time you specified when you registered. Any changes to weekend registrations made after Friday at 6 p.m. are subject to a \$25 fee. If you are not registered or you arrive on a different day or at a different time, there will be a \$25 charge added to your mock testing fee.
5. For tutoring, you may see a “Materials Fee” added to an invoice, which reflects written studying or testing materials your tutor is using with you. If you study for multiple tests with us, you may see multiple materials fees.
6. If you feel a charge is inappropriate or otherwise in error, you must contact Bespoke within 15 calendar days following your receipt of an invoice billing for the line item in question. Otherwise, the charge will be deemed correct and not subject to further challenge.
7. Bespoke will not furnish confidential information (such as your credit card information, address, phone number, or email) to any person for any reason whatsoever, other than on a “need to know” basis, including (a) as reasonably required for the operation of our billing department or (b) as required by law.
8. You agree to keep your credit card information current, and to provide us with your CSC (card security code) upon request if needed for valid charges. To this end, you agree to notify Bespoke within 15 days if there is a change in any of the credit card information provided to us, including a change of address, phone number, name, or expiration date.
9. You acknowledge that Bespoke cannot guarantee any particular outcome or result from its services. In the event you are dissatisfied in any respect, you agree that your sole remedy shall be to terminate using Bespoke’s services, and no refunds shall be provided unless Bespoke, in its sole discretion, separately agrees in writing to do so.
10. Any changes in this Agreement will be indicated by a revised “last updated” line above. If the changes are material, we will also use reasonable efforts to highlight them via an online posting and/or an email to users. Changes will take effect immediately and will be assumed to be accepted by you if you continue to maintain or access your Account.
11. Nothing in this Agreement obligates you to access initially, or to continue to access, any of Bespoke’s services. Either you or Bespoke may terminate this Agreement (and the use or provision of services) with respect to the other at any time, for any or no reason.