

TERMS OF SERVICE

1. Definition of “Service”

Firat Educational Solutions (“FES”) provides tutoring and academic coaching services to students (“client”) of all ages in the following areas: 1) Academic Tutoring, 2) Standardized Test Preparation, 3) Educational Consulting and 4) Academic Coaching. Academic Tutoring includes tutoring in English, Literature, Spanish, U.S. History, World History, Government, Chemistry, Physics, Biology, Algebra 1, Algebra 2, Geometry, Pre-Calculus, Calculus, Accounting, Finance, Economics, Marketing, Management, Business Ethics, college admissions essay preparation, note-taking, studying, grammar, reading, writing skills, vocabulary building, and school exam preparation; Test Preparation includes tutoring in TAKS, ISEE, SSAT, AP, IB, PSAT, SAT Reasoning Test, SAT Subject Tests, ACT, GRE, GMAT test preparation, and practice test administration and analysis; and Academic Coaching includes academic resume creation and management.

2. Availability of Service

FES service is available throughout the Greater Houston, TX, area unless otherwise noted. FES honors all in-home or public locations its clients prefer as long as they are within its service area. Upon initial contact with FES, the client will receive a free consultation from the President of FES, Ibrahim C. Firat, MBA, at which time he will analyze the needs and the learning styles of the client and will also explain the availability of services, dates, times, and locations to the client. FES free consultation does not guarantee the availability of service.

3. FES Responsibilities

FES staff is expected, instructed, and trained to:

- a) Honor all scheduled appointments unless an unexpected emergency or expected leave-of-absence is present.
- b) Honor at least five (5) sessions or visits per month if the client is receiving academic coaching services.
- c) Provide the clients with free-of-charge books and notes if the client has opted to receive tutoring in prepping for any of the standardized tests offered by FES.
- d) Provide the best assistance possible.
- e) Keep records of sessions with each client.
- f) Provide clients and/or their parent(s) with monthly student progress reports to monitor effectiveness of FES services.
- g) Follow the Terms of Service without prejudice.
- h) Follow professional conduct and behavior while services are being rendered.
- i) Notify the client of any changes in the Terms of Service.

4. Client Responsibilities

As the beneficiary of FES service, the client is expected to:

- a) Honor all scheduled appointments unless an unexpected emergency or expected leave-of-absence is present.
- b) Provide the FES staff with as much relevant information as possible regarding subject areas and specific learning styles.
- c) Provide the FES staff with learning materials such as notes, books, flash cards, etc. that are relevant to the subject areas.
- d) Follow the Terms of Service without prejudice.
- e) Follow professional conduct and behavior while services are being rendered.

5. Period and Rates of Service

FES Academic Tutoring and Test Preparation Tutoring services are offered in Packages. FES Academic Coaching services are offered as a month-to-month membership.

- 1) Academic Tutoring: All package services are to be used with a minimum of one (1) hour per session, maximum of two (2) hours per session.

Packages: There are four (4) types of Academic Tutoring (AT) packages: 1) 5-hr 2) 10-hr 3) 15-hr 4) 20-hr packages.

All packages may be used for any subject and/or skill areas of tutoring offered by FES as listed above. Any purchased package may be used anytime within one (1) year period after the registration with FES is completed. Registration date takes into account the date shows on the “Client Information Record” document. All unused hours within a package over one (1) year old are void.

1. 5 hr AT package : \$430.00
2. 10 hr AT package : \$800.00
3. 15 hr AT package : \$1160.00
4. 20 hr AT package : \$1500.00

Additional Hours : \$95.00/hr

Additional Hours may only be used as add-ons to current package(s) while the package(s) is still in use by the client. If package(s) is expired before additional hours are requested, then the client must purchase one of the packages above.

2) Test Preparation: All package services are to be used with a minimum of one (1) hour per session, maximum of two (2) hours per session.

Packages: There are three (3) types of Test Preparation (TP) packages: 1) 10-hr 2) 20-hr 3) 30-hr packages. All packages may be used for any standardized test preparation offered by FES as listed above. 10-hr package includes 10 hours of test preparation tutoring and two (2) full-length practice tests; 20-hr package includes 20 hours of test preparation tutoring and three (3) full-length practice tests; 30-hr package includes 30 hours of test preparation tutoring and four (4) full-length practice tests. Any purchased package may be used anytime within one (1) year period after the registration with FES is completed. Registration date takes into account the date shows on the "Client Information Record" document. All unused hours within a package over one (1) year old are void.

1. **10 hr TP package : \$1350.00**
2. **20 hr TP package : \$2500.00**
3. **30 hr TP package : \$3500.00**

Additional Hours : \$145.00/hr

Additional Hours may only be used as add-ons to current package(s) while the package(s) is still in use by the client. If package(s) is expired before additional hours are requested, then the client must purchase one of the packages above.

3) Academic Coaching: Academic Coaching services are to be used for as long as the service is deemed necessary by the academic coach and the client, with a minimum of five (5) sessions or visits per month.

Month-to-Month Membership: Academic Coaching services provide the client with the creation and continuous management of an academic resume through the research, registration, completion, and recognition of the client's achievements in various events and activities that match with his or her personality and interests. Registration to this service is renewed monthly with no long-term commitment. All Academic Coaching clients are required to have an authorized credit card on file with FES. The first payment will be due the date of the registration (e.g. Jan 1.), and the subsequent payments will be due the same dates of the following months (e.g. Feb. 1, Mar. 1, Apr. 1, etc.), and will be charged to the client's authorized credit card on file with FES for as long as the service is deemed necessary by the client.

Monthly rate: \$460.00

6. Payment of Service

FES honors major credit cards (Visa, Master Card, Discover, American Express), personal checks, money orders, and cashier's checks as forms of payment. All FES services must be prepaid upon registration via one of FES' acceptable form of payments.

If FES services are paid for by credit card, it will be processed electronically through FES credit card billing system at USAePay. All FES clients are given the option to either have one authorized credit card on file with FES or go online <http://billing.firateducation.com> to complete their payments manually. For faster processing and accurate billing, FES recommends all clients to have at least one authorized credit card on file. All FES clients, who opt for "No-Interest Payment Plan" as outlined below and/or are registered for "Academic Coaching" service, are required to have an authorized credit card on file with FES.

If FES services are paid for by personal check, money order, or cashier's check, the client must make it payable to "Firat Educational Solutions" and mail it to: Firat Educational Solutions, 2016 Main St., Ste. #1914, Houston, TX 77002. Any additional hours added to packages will be charged at the hourly rates above at the end of each additional session.

No-Interest Payment Plans: FES is providing its clients with the flexibility of a no-interest payment plan for its 10-hr AT and TP, 15-hr AT, 20-hr AT and TP, and 30-hr TP package clients. The maximum term on the FES Payment Plan is 3 months (90 days). Payment plan is only available for clients who wish to make payments using their credit cards. Payment plan clients are required to have an authorized credit card on file with FES. Personal check, money order, and cashier's check clients are not eligible to use a Payment Plan. Monthly payments will be determined by dividing the total balance by the number of months (e.g. \$1350 total for 10-hr TP package will yield \$450/mo for three months). First monthly payment is due on the date of registration; all subsequent monthly payments are due the same date(s) of the following month(s), and will be billed automatically to the client's credit card on file with FES. All remaining balance must be paid off at the end of the payment plan period. If, for any reason, a payment plan client fails to make monthly payment(s) and/or pay off the remaining balance at the end of payment plan period, it will result in termination of all FES services, assessment of the remaining balance, and late (no payment) fee of \$275.00. Payment Plan is not available for 5-hr AT package, Academic Coaching services, and/or additional hours requested.

7. Rescheduling and/or Session Cancellation Policy

FES requires a minimum of 24-hour notice to reschedule or cancel an appointment. Each short notice rescheduling/cancellation for package clients will lead to one (1) hour deduction from each corresponding plan. If short notice rescheduling/cancellation occurs for an additional hourly session for an existing package client, then the client will be charged for one (1) hour for missing the appointment. Contacting directly with the assigned FES staff in a timely manner will prevent unexpected charges or deductions.

8. Delay Policy

In the event of a delay caused by the client to a scheduled appointment, the client will be charged* for the whole period that the appointment was originally scheduled regardless of the begin time. The end time for such delays also corresponds to the time that which the appointment was originally scheduled. In the event of a delay caused by an FES staff member to a scheduled appointment, the client will be notified ahead of the scheduled begin time, and a whole period will be honored without extra charges or deductions. Should a cancellation or rescheduling occur due to the delay caused by the FES staff member, no cancellation/rescheduling fee or deduction will be assessed.

* The term "charge" is used to describe a deduction from a valid package or a monetary charge for additional hours purchased.

9. Privacy Policy

All personal information collected by the FES is only used to better serve the needs of its package clients. All collected information is highly confidential and will never be released to third parties under any circumstances.

10. Disclaimer of Guarantees

FES, under no circumstances, guarantees success or substantial improvement on the part of its client(s) as a result of the services it provides. FES has proven to improve its clients' academic records significantly in the past. However, no past result is a guarantee that it will be repeated in the future; it is merely an indicator that FES educational services generally have positive effects on its clients. Depending on the needs and learning styles, each client might benefit differently from FES educational services. Under no circumstances, then, FES, its management and staff, parent company, or any of its stakeholders can be held accountable for any undesired results attained by its client(s).

11. Disclaimer of Changes to the Terms of Service

FES reserves every right to make any changes to this Terms of Service at any time at its own discretion, provided that it will notify all of its registered clients of the changes. If such changes involve package rates, current registered package clients will not be affected by such changes.

12. Merger Clause

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, whether oral or written.

Revised May 1, 2009