

Smarter by 1 Degree, LLC: You are agreeing not to post, share, or otherwise disclose your customized Student Degree Plan or the collection of supporting information/documentation with others. Thank you for recognizing the time invested in crafting our customized programs and the ongoing individualized customer service we offer to support your journey. We appreciate your support. © 2024 Smarter by 1 Degree, LLC. All rights reserved.

Smarter by 1 Degree Pricing Policies.

- ★ 15-minute Consultation: **\$35**
- ★ Teen Online Learning Program: **\$449 per Student Annually**
- ★ Adult Strategic Degree Plan: **\$749 per Student Annually**
- ★ Changing Degree Program or University: **\$200 per Student**
- ★ 48-hour Notice Required to Reschedule: **\$0 Fee**
- ★ Less than 24-hour Notice to Reschedule Strategic Degree Planning: **\$50 Fee**
- ★ Cancellation of 15-minute Consultation: **No Refunds**
- ★ Cancellation of Strategic Degree Planning: **No Refunds**

Our required annual fee offers a suite of support services and resources from day 1 through graduation. You'll have access to ongoing college advising providing personalized guidance and assistance at every step of the way. You'll have all the tools and support you need to achieve your academic goals while saving substantial time and money. *The annual fee requirement extends throughout the degree program until completion. By enrolling, you authorize us to initiate the annual recurring charge on your designated payment method.

You'll have access to:

- >> Ongoing College Advising
- >> Customer Service & Support
- >> Access to University Partnership & Discount
- >> Community Support Group
- >> University Liaison + Assistance with Transcripts/College Application
- >> Video Tutorials for Tips & Tricks

Cancellation of the annual fee requires a 30 day written notice to support@smarterby1degree.com. After canceling, you will continue to have access to the services and benefits for the remainder of the billing cycle. Once canceled, you will no longer have access to advising, support, university partnership and discount, etc.

Payments

- ★ *Smarter by 1 Degree currently accepts payment via debit, credit cards, and ClassWallet for ESA at this time.*

**Pricing is subject to change at any time at Smarter by 1 Degree's sole discretion and without notice.*

Appointment and Degree Planning Cancellation Policy.

We do not prorate fees or issue refunds in the event of cancellation or termination of our contract/agreement with Clients. Administrative/initiation fees, if any, are not refundable.

Our Advisors will do everything within their ability to ensure the Client's satisfaction with their Degree Program. We expect that the Client will do the same.

Changing degree programs and/or schools will require a \$200 fee.

Once becoming a Client, changing degree programs (e.g., Liberal Arts to Business, etc.) or deciding to graduate from a different college/University altogether is not classified as a Teen or Adult consultation, nor is this service option included in the purchase of your initial Strategic Degree Plan Package.

Our Strategic Degree Planning Package is for advising/coaching services on 1 Bachelor's Degree Program only, which is determined at the time of the initial Strategic Degree Planning session. Should you decide to change your program and/or school, it will be treated as a new Strategic Degree Planning session, and you will be invoiced accordingly.

Sharing and distributing Smarter by 1 Degree Student Degree Plans and supporting documents with non-Clients.

Sharing, copying, and distributing your customized SB1D Student Degree Plan documents and/or any other information associated with your services in any form is strictly prohibited. Your emails and files are confidential and intended solely for the use of the individual or entity to whom they are addressed.

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*Smarter by 1 Degree provides one-on-one/individual/customized services to the actual Client/Student for which Smarter by 1 Degree initially consulted through a Strategic Degree Planning appointment. Consulting, coaching, advising, partnership benefits/discounts, support documents, and any other value-added services **are not** passed on to the non-paying Clients.*

Smarter by 1 Degree reserves the right to cancel any Client's program and subsequent service without notice for violation of our sharing, copying, or distribution policy. No refunds will be issued.

University Fees, Course Fees, & Requirements

Disclaimer: Smarter by 1 Degree cannot guarantee the final cost of your degree. The pricing listed on our website & degree plan is based on the current course price as well as the University tuition and fees. The University or course provider can update their pricing or requirements at any time; Smarter by 1 Degree is not responsible or liable for these changes.

Disclaimer: Smarter by 1 Degree cannot guarantee your earned credits will transfer over an extended amount of time. All of the courses in your Student Degree Plan have been confirmed to transfer at the time of your initial Strategic Degree Plan appointment.

Dispute Resolution

Negotiation:

In the event of any dispute or disagreement arising under or in connection with this agreement, the parties agree to make a good-faith effort to resolve the dispute through negotiations between the involved parties or designated representatives.

Mediation:

If the dispute cannot be resolved through negotiation within 30 days, the parties agree to participate in non-binding mediation. The mediator shall be selected by mutual agreement or, if an agreement cannot be reached, by the Company. The costs of mediation shall be shared equally by the parties.

Arbitration:

If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules of an arbitration service selected by the Company, by a single arbitrator appointed in accordance with those rules. The arbitration proceedings shall be held in Dallas, TX unless otherwise mutually agreed upon by the parties. The decision of the arbitrator shall be final and binding on both parties.

Costs of Arbitration:

The costs of arbitration, including the fees of the arbitrator, shall be borne by the party against whom the arbitration decision is rendered, unless the arbitrator directs otherwise.

Legal Action:

Either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the unauthorized use or disclosure of confidential information, intellectual property infringement, or any other violation of the rights of the parties.

Governing Law:

This dispute resolution section shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of law principles.

Waiver of Jury Trial:

To the fullest extent permitted by law, the parties hereby waive their right to a trial by jury for any dispute arising out of or related to this agreement.

Notices:

Any notices required or permitted by this dispute resolution section shall be in writing and delivered by certified mail, or email if no mailing address is known, to the addresses specified in the agreement.

Legal Compliance

This agreement and all transactions hereunder shall be governed by, construed, and enforced in accordance with the laws of the state of Texas without regard to its conflict of law principles.

The parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this agreement, including but not limited to laws related to data protection, consumer protection and consumer rights.

The parties shall comply with all intellectual property laws and regulations. The client acknowledges that unauthorized use of any intellectual property belonging to the business is strictly prohibited.

The business shall take all reasonable steps to protect the privacy and confidentiality of any personal information collected in the course of providing products or services. The parties shall comply with applicable data protection laws, including but not limited to GDPR.

Businesses that provide payment collection services or other collection services may have their own privacy and confidentiality policies, the Company does not transfer or sell your information to any other parties and is not responsible for the handling of your information by third party services. Please refer to the policies for Stripe, Canvas, Coopersmith and your selected university or college.

The parties agree to comply with all terms and conditions outlined in this agreement. Failure to adhere to the terms of this agreement may result in termination of the agreement in accordance with the provisions herein.

In the event of a change in laws that materially affects the performance of this agreement, the parties shall negotiate in good faith to amend the agreement to ensure compliance with the new legal requirements.

Each party acknowledges that it has had the opportunity to seek independent legal advice regarding the terms and implications of this agreement and has either obtained such advice or voluntarily chosen not to do so.

If any provision of this agreement is found to be invalid or unenforceable, such provision shall be severed from the agreement, and the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

Smarter by 1 Degree, a limited liability company, is organized under the laws of the state of Texas.

1910 Pacific Ave Suite 2000
Dallas, TX 75201

Company Website: <http://smarterby1degree.com>
Company Email: support@smarterby1degree.com