

## Terms of Service

This Terms of Service describes the terms and conditions in which Next Chapter Consulting LLC (herein referred to as “NCC”) will perform Consulting Services for Client. The parties agree as follows:

**1. Consulting Services.** NCC’s consulting services shall consist of Client consultation and review of cover letters, resumes, personal statements, mock interview sessions, and individual consultations (“Services”). Once Client has ordered the applicable Service(s), Client shall provide NCC with the applicable documentation including cover letter, resume, personal statement, and all other documents necessary for NCC to complete the Services (“Client Materials”). NCC will use commercially reasonable efforts to develop revised documents including cover letters, resumes, and personal statements (“Deliverables”). Consulting Services will not begin until NCC receives (i) an acknowledgment from Client of the Terms of Service, (ii) a credit card approval for the amount of the Services purchased, and (iii) the applicable Client Materials. Client and NCC may agree that NCC will perform additional Services for an additional fee, such as providing additional review of Deliverables after Client has accepted and revised.

**2. Fees.** In consideration for NCC’s performance of its obligations under this Agreement, Client will pay the amounts reflected for the Services ordered. All sales of Consulting Services are final with no refunds.

**3. Term.** The term of this Agreement (“Term”) is in effect until NCC provides Client with the applicable Deliverable(s). With respect to Services that include review of resumes, cover letter, and personal statements, Client shall expect Deliverables to be provided within a reasonable time ranging from (5) to (7) business days. For Clients needing expedited Services, NCC will perform rushed Services at an additional charge.

**4. Warranties.** NCC warrants that NCC will perform Consulting Services in a professional workmanlike manner. The foregoing warranties are the sole and exclusive warranties provided hereunder. NCC disclaims all other warranties either express or implied relating to the services provided including but not limited to any and all warranties and representations that Client(s) will receive a job interview, offers of employment or college acceptance.

**5. Indemnification.** Client will defend and indemnify NCC from and against any and all claims, liabilities, and damages (including but not limited to attorney’s fees) arising out Client’s breach of these Terms.

**6. Limitation of Liability.** PURSUANT TO THIS AGREEMENT, NCC’S TOTAL LIABILITY AND CLIENT’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM WHATSOEVER, THAT ARISES OUT OF OR IN CONNECTION WITH CONSULTING SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO THE PRICE PAID BY CLIENT FOR THE SPECIFIC SERVICES WHICH THE CLAIM ARISES. NCC IS NOT LIABLE FOR ANY INACCURATE OR INCORRECT

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INFORMATION PROVIDED BY CLIENT IN CLIENT MATERIALS INCLUDING BUT NOT LIMITED TO INACCURATE JOB TITLES, DESCRIPTIONS, DATES, EDUCATION, OR ACTIVITIES. IN NO EVENT WILL NCC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

**7. Governing Law.** This Agreement will be governed by the laws of the State of Georgia, excluding conflicts of law provisions. The parties consent to the exclusive jurisdiction of federal and state courts located in DeKalb County.

**8. Entire Agreement.** The Parties agree that this is the final binding Agreement. No amendments or modifications of this Agreement shall be valid or effective unless put into writing and signed by each Party. If any portion of this Agreement is invalid, illegal or unenforceable the other portions shall not be affected in any way. All prior communications are superseded by this Agreement and there are no other understandings, agreements, or express or implied representations.

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