

## ERES Terms & Conditions

**In consideration of the mutual promises contained herein (and in the Application and the Privacy Policy), the parties hereby mutually agree as follows:**

**1. Evaluations: Advisory Opinions** Evaluations are determined according to the following: (a) the academic history provided by Applicant on the Application and the supporting documentation related thereto (except any such supporting documents which are not related to such academic history), (b) the best information and resources currently available to professional evaluators and (c) the Terms and any other ERES policies. ERES reserves the right to reassess educational equivalencies and evaluation reports as additional information becomes available. The evaluation reports provided by ERES are not binding upon any institution or agency, and only the receiving institution can determine whether the Applicant meets their requirements for admission, credit transfer, employment or any other purpose, as the case may be. Applicant agrees to accept the evaluation report as a fulfillment of the services for which Applicant has paid. Applicant acknowledges and agrees that the evaluation report is advisory in nature and does not guarantee attainment of any objective or purpose that motivates Applicant's request for such evaluation.

**2. Evaluation Timing** With respect to the Applicant, the date upon which the evaluation period begins is the date upon which ERES receives (a) a completed Application, (b) all supporting documentation related to such Application and (c) payment in full with respect to such Application, in each case, as determined by ERES in its sole discretion (such date, the "Start Date"). With respect to Standard Evaluations ("Standard Evaluations"), delivery time may vary greatly depending on multiple factors (including, but not limited to, the volume of evaluations currently undertaken by ERES) and therefore ERES does not guarantee the date upon which a completed evaluation report will be delivered (although ERES will endeavor to deliver a completed evaluation report within three (3) months of the Start Date).

**3. Fees** With respect to evaluations for which rush service does apply ("Rush Evaluations"), payment must be made in person and in full by cashier's check, money order, cash or debit card. In the event that Applicant submits, at any time after the Start Date, additional documentation which does not relate to any institution included in the academic history list which was provided on the Application, additional fees may apply.

**4. Cancellation** Subject to payment of a cancellation fee, Applicant may withdraw an Application following submission; provided that if such cancellation is made after the Start Date, ERES is under no obligation to refund any fees paid in connection with such Application. With respect to Standard Evaluations, the cancellation fee payable by Applicant shall be \$75 (if within one week of the Start Date) or half of the total amount paid in connection with such Application (if within two weeks of

the Start Date). An Application for evaluation may not be cancelled more than two weeks after the Start Date. With respect to Rush Evaluations, once the Start Date has occurred, ERES is under no obligation to refund any amount of fees paid in connection with such evaluation in the event of cancellation. ERES reserves the right to cancel an evaluation in the event that (a) Applicant exhibits unprofessional or improper behavior (as determined by ERES in its sole discretion), in which case Applicant shall not be entitled to any fee refund and (b) ERES determines, in its sole discretion, to cancel such evaluation, in which case any fees paid by Applicant shall be refunded within thirty (30) days of such cancellation.

**5. Authorizations** Applicant hereby authorizes ERES and any of its agents to (a) examine all records related to Applicant's academic study, including records on file at educational institutions, (b) take actions necessary to verify the authenticity of all such records for the purpose of determining the level of Applicant's academic attainment, including, but not limited to, contacting any relevant institutions, government authorities or ministries, testing services, or examinations authorities for verification purposes and/or requesting any additional information needed prior to completing the evaluation report and (c) disclose to any person or organization designated by Applicant in writing or to any other recipient which ERES may determine has a legitimate interest in receiving the same (e.g., government agencies and potential employers) the following: (i) the information and documents related to an Application, the status of any evaluations, verifications or evaluation reports prepared by ERES, any other information obtained by ERES and (ii) the results and reasons for any adverse action taken against Applicant by ERES.

**6. Document Verification** By signing an Application, the Applicant certifies that the information contained in such Application and all records submitted with such Application are true and correct and are records related to Applicant's academic studies or other purpose for which they have been submitted. If it has been determined that any document submitted in connection with an Application (or any information contained within such Application) has been altered, forged, tampered with or otherwise determined to be fraudulent (in each case, by ERES in its sole discretion), ERES reserves the right to cancel the Application/evaluation without notice to the Applicant. Upon cancellation, the documents in question, including originals, shall become the property of ERES and no evaluation report will be prepared. All recipients indicated on the Application form and other appropriate authorities will be notified by ERES and any fees paid in connection with the Application/evaluation will not be refunded.

**7. Document Retention** Applicant hereby authorizes ERES to retain all documents submitted in connection with an Application for a period of up to five (5) years. If Applicant wishes to withdraw such authorization, Applicant may so notify ERES in writing, in which case ERES shall destroy all such documents and records (including evaluation reports) with respect to such Applicant. Applicant hereby acknowledges and agrees that following the destruction of such documents and records, ERES will no longer be able to furnish Applicant or any requested recipients with copies thereof.

**8. Release: Limitation of Liability** Applicant understands that ERES makes no guarantees or warranties (expressed or implied) to process the Application and complete the evaluation in the manner anticipated by Applicant. Applicant hereby agrees to (a) release and discharge ERES, and each of its officers, directors, employees, agents, and other individuals affiliated with ERES (the "ERES Parties") from all claims or law suits that Applicant may have under state or federal law, arising from ERES's performance or non-performance related to the Applicant's Application or evaluation and (b) indemnify and hold harmless the ERES Parties from any (i) damages resulting from acts undertaken and/or omissions allowed by the ERES in any connection with the Application and/or an evaluation and (ii) liability or damages arising from the use of an evaluation report and/or such evaluation report not being favorable to Applicant. Applicant agrees to reimburse ERES for any and all costs, including legal expenses, which ERES may incur as a result of any claim that Applicant, or

anyone having an interest in Applicant's earnings or services, may make based upon the Application, evaluation or evaluation report. Applicant hereby agrees to waive all rights under Section 1542 of the California Civil Code regarding claims that are unknown to creditors at the time of agreeing to a general release such as that contained in these Terms and agreed to by Applicant. Notwithstanding the foregoing, the Applicant acknowledges and agrees that, with respect to any Application, evaluation or evaluation report, in no event shall ERES be liable for any amount in excess of the total amount of fees paid by Applicant with respect to such Application, evaluation or evaluation report, as the case may be.

**9. Jurisdiction** Should any suit be filed by Applicant, or by any current or future agent or employee on Applicant's behalf, attempting to enforce a claim or demand so released, then this Agreement may be used by the party against whom any such suit has been brought. The Application, related evaluations/evaluation reports and these Terms shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation, venue in state trial courts shall lie exclusively in the County of Sacramento, California, and the venue in federal trial courts shall lie exclusively in the Eastern District of California.

► **Note: ERES reserves the right to not evaluate documents from certain institutions.**