

The terms and conditions set forth below are presented by MBA Admissions Advisors LLC (“MAA”) to any customer or client (a “Client”). When you purchase services from MAA, you agree to these terms and conditions.

**Limitations of Role; No Warranty.** The Services are provided “as is” without representation, warranty or condition of any kind. To the fullest extent of applicable law, MAA disclaims all warranties and conditions, express, implied, statutory or otherwise, including, but not limited to, implied warranties and conditions of merchantability and fitness for a particular purpose. In particular, but without limiting the generality of the foregoing, MAA makes no representations or warranties with respect to (a) the likelihood of the Client’s success in obtaining admission to an program, (b) whether the Services will enhance or detract from the strength of the Client’s application, or (c) any guarantee that the Client will obtain admission to any program. Accordingly, the Client agrees that MAA shall not in any way be liable for the Client’s failure to achieve admission to any program. The Client further agrees to indemnify, defend and hold MAA harmless from and against any losses, claims, damages, liabilities, costs and expenses, including reasonable legal fees and disbursements, stemming from third party claims arising out of or resulting from the Client’s acts or omissions in connection with this Agreement, the delivery of the Services, or the admissions process.

Notwithstanding anything to the contrary contained in this Agreement, MAA shall not be liable for any indirect, incidental or consequential damages arising out of the use or inability to use any of the Services even if MAA has been advised of the possibility of such damages or such damages are reasonably foreseeable. In any event, the liability of MAA, whether for negligence, breach of contract, breach of warranty, or otherwise, shall in the aggregate under this Agreement, not exceed the amounts paid by the Client to MAA for the package purchased by the Client.

The Client acknowledges that the disclaimers and limitations of liability set forth herein are an essential element of this Agreement between the parties and that MAA would not have entered into this Agreement without such disclaimers and limitations of liability.

**Termination.** MAA reserves the right to terminate the provision of the Services at any time and for any reason upon written notice to the Client. In the event that MAA terminates the provision of the Services, the Client’s sole and exclusive remedy shall be a refund of a pro-rata portion of Fees paid for the Services as determined by MAA in its sole but reasonable discretion.

**General Provisions.** This Agreement constitutes the entire agreement between the parties, merges all prior and contemporaneous communications and supersedes any prior written agreement with respect to the subject matter hereof. This Agreement shall not be modified except by later written agreement signed by both parties. If any provision of this Agreement proves to be or becomes invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect. The headings of sections and paragraphs herein are included for convenience of reference only and shall not control the meaning or interpretation of any of the provisions of this Agreement. The rights and obligations of the Client hereunder are not assignable without the prior written consent of MAA. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable legal fees and costs incurred by the prevailing party in such litigation.

**Client Representations and Warranties.** The Client represents that he or she is an applicant in good faith for admission to an MBA program and is using the Services solely for such purpose. The Client represents and warrants that all work product submitted to MAA will be his or her own original work product and not the work product of any other person, and that such work product will not violate the rights of any third party.

**Client Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_