

WEBSITE TERMS OF SERVICE

GOVERNING ACCESS, USE, AND INTERACTION WITH DIGITAL PROPERTIES

Prepared for
Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consultant, Limited Liability Company

SECTION I

PREAMBLE AND ACCEPTANCE OF TERMS

These Website Terms of Service (hereinafter referred to as the “Terms of Service,” the “Agreement,” or the “Terms”) constitute a legally binding agreement governing the access to and use of the website, digital platforms, online services, and electronic resources owned or operated by Dr. Nathan Hurwitz – College Admissions Consultant, Hurwitz Consultant, Limited Liability Company (hereinafter referred to as the “Consultant,” the “Consulting Firm,” or the “Company”).

The term “Website” as used within this Agreement shall include all webpages, digital content, online portals, scheduling systems, electronic forms, downloadable materials, blog content, educational resources, interactive tools, multimedia content, and any other online services provided through domains owned or operated by the Consulting Firm.

The Website is intended to provide information regarding educational consulting services, college admissions advisory services, academic planning guidance, essay coaching services, and related educational resources made available by the Consulting Firm.

By accessing, browsing, or otherwise using the Website in any manner whatsoever, the individual user (hereinafter referred to as the “User,” the “Visitor,” or the “Client”) acknowledges that he or she has read, understood, and agreed to be bound by the terms and conditions set forth in this Agreement.

If the User does not agree to these Terms of Service, the User must immediately discontinue use of the Website.

The continued use of the Website following the publication of any revisions or modifications to these Terms shall constitute acceptance of such revisions.

SECTION II

DESCRIPTION OF SERVICES

The Website provides information regarding professional educational consulting services offered by the Consulting Firm.

Such services may include, but are not limited to:

College admissions advising

Academic planning and strategy development

Essay coaching and narrative development guidance

Application preparation support

College list development

Academic mentorship and tutoring

Educational workshops and seminars

Downloadable educational materials and guides

Informational blog content regarding college admissions

The Website may also provide scheduling systems, inquiry forms, contact forms, or electronic communication tools through which Users may request consultations or obtain additional information regarding the services offered by the Consulting Firm.

The Consulting Firm reserves the right to modify, suspend, or discontinue any feature or service available through the Website at any time without prior notice.

SECTION III

ELIGIBILITY FOR WEBSITE USE

The Website is intended for use by individuals who are capable of entering into legally binding agreements under applicable law.

If a User is under the age of legal majority within his or her jurisdiction, the use of the Website must occur under the supervision of a parent or legal guardian.

Parents or guardians who permit minors to access the Website acknowledge that they are responsible for supervising the minor's use of the Website and ensuring compliance with these Terms.

The Consulting Firm does not knowingly collect personal information directly from minor users without parental involvement in accordance with applicable privacy laws.

SECTION IV

INTELLECTUAL PROPERTY RIGHTS

All content displayed or made available through the Website, including but not limited to text, graphics, logos, icons, images, videos, downloadable documents, educational materials, worksheets, instructional guides, and digital resources, constitutes the intellectual property of the Consulting Firm unless otherwise expressly indicated.

Such materials are protected by copyright law, trademark law, and other applicable intellectual property protections.

Users are granted a limited, nonexclusive, nontransferable, revocable license to access and view the content available on the Website solely for personal informational purposes.

Users shall not reproduce, distribute, publish, transmit, modify, create derivative works from, sell, license, or otherwise exploit any content from the Website without the prior written consent of the Consulting Firm.

Unauthorized use of Website materials may constitute infringement of intellectual property rights and may result in legal action.

SECTION V

PROHIBITED USES

Users of the Website agree that they shall not engage in any activity that interferes with the proper functioning of the Website or violates the rights of the Consulting Firm or other users.

Prohibited activities include, but are not limited to:

Attempting to gain unauthorized access to any portion of the Website.

Using automated systems, scripts, or software to extract data from the Website.

Uploading malicious code, viruses, or other harmful software.

Attempting to disrupt or interfere with the Website's servers or networks.

Misrepresenting personal identity when submitting inquiries or information through the Website.

Using Website content for commercial purposes without authorization.

The Consulting Firm reserves the right to restrict or terminate access to the Website for Users who violate these Terms.

SECTION VI

ACCURACY OF INFORMATION

The Consulting Firm makes reasonable efforts to ensure that the information presented on the Website is accurate, current, and informative.

However, the content provided on the Website is intended for general informational purposes only and may not reflect the most recent developments in college admissions policies, institutional practices, or educational regulations.

The Consulting Firm does not warrant that Website content will be free from errors, omissions, or inaccuracies.

Users acknowledge that reliance on Website information is undertaken at their own discretion.

SECTION VII

NO GUARANTEE OF ADMISSIONS OUTCOMES

The Website may contain information regarding college admissions strategy, academic planning, or application preparation.

Such information is provided for educational and informational purposes only.

The Consulting Firm does not guarantee admission to any college, university, or academic program.

Admissions decisions are determined exclusively by the institutions to which students apply.

Users acknowledge that the use of Website resources does not create a guarantee of admissions success.

SECTION VIII

THIRD PARTY LINKS

The Website may contain links to third party websites, educational resources, or external services that are not owned or controlled by the Consulting Firm.

Such links are provided solely for informational convenience.

The Consulting Firm does not endorse, control, or assume responsibility for the content, policies, or practices of third party websites.

Users who access such external websites do so at their own risk.

SECTION IX

USER SUBMISSIONS

Users may submit inquiries, messages, or other information through contact forms or communication tools available on the Website.

By submitting such information, the User represents that the information provided is accurate and does not violate the rights of any third party.

The Consulting Firm reserves the right to decline or ignore submissions that contain inappropriate or unlawful content.

SECTION X

DISCLAIMER OF WARRANTIES

The Website and all content provided therein are offered on an “as is” and “as available” basis.

The Consulting Firm makes no representations or warranties regarding the availability, reliability, accuracy, or completeness of the Website.

To the fullest extent permitted by law, the Consulting Firm disclaims all warranties, whether express or implied.

SECTION XI

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Consulting Firm shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or related to the use of, or the inability to use, the Website or any content made available through the Website.

This limitation of liability shall apply regardless of the legal theory under which such damages are sought, including but not limited to contract law, tort law, negligence, strict liability, statutory claims, or any other legal or equitable theory.

Without limiting the generality of the foregoing, the Consulting Firm shall not be liable for damages arising from:

Errors, omissions, or inaccuracies in Website content.

Interruptions, delays, or disruptions in Website availability.

Loss of data resulting from Website use.

Unauthorized access to user communications or submissions.

Technical malfunctions involving servers, networks, or software systems.

Reliance upon information obtained through the Website.

Educational decisions or admissions strategies undertaken based upon information presented on the Website.

Users acknowledge that the Website is provided as an informational resource and that educational consulting services offered by the Consulting Firm are subject to separate contractual agreements.

Under no circumstances shall the total liability of the Consulting Firm exceed the amount, if any, paid by the User for services directly purchased through the Website.

SECTION XII

INDEMNIFICATION

The User agrees to indemnify, defend, and hold harmless the Consulting Firm, including its officers, employees, contractors, agents, affiliates, and representatives, from and against any and all claims, liabilities, damages, losses, costs, expenses, or demands arising from or related to:

The User's violation of these Terms of Service.

The User's misuse of the Website.

The User's submission of inaccurate or misleading information through Website forms.

The User's infringement of intellectual property rights belonging to the Consulting Firm or third parties.

The User's violation of any applicable law or regulation.

Such indemnification obligations shall include reasonable attorney fees, court costs, arbitration costs, and other legal expenses incurred by the Consulting Firm in defending against such claims.

SECTION XIII

PRIVACY AND DATA COLLECTION

The Consulting Firm recognizes the importance of protecting the privacy of individuals who interact with the Website.

The Website may collect certain information from Users, including but not limited to names, electronic mail addresses, telephone numbers, and other contact information voluntarily submitted through inquiry forms or consultation scheduling systems.

The Consulting Firm shall make reasonable efforts to safeguard such information through appropriate technological and administrative security measures.

Information submitted through the Website shall be used primarily for the purposes of responding to inquiries, providing requested services, and communicating with prospective clients.

The Consulting Firm shall not knowingly sell, lease, or distribute personal information submitted through the Website to third parties for commercial marketing purposes without the consent of the User.

Users acknowledge, however, that electronic communication systems are not completely secure and that the transmission of information through the Internet involves inherent risks.

The Consulting Firm shall not be responsible for unauthorized access to information transmitted through the Website unless such access results from willful misconduct or gross negligence by the Consulting Firm.

SECTION XIV

THIRD PARTY SERVICES AND PLATFORM PROVIDERS

The Website may utilize services provided by third party platforms or service providers, including but not limited to scheduling software, payment processing systems, website hosting providers, analytics platforms, and communication tools.

Such third party service providers operate under their own policies and terms of use.

The Consulting Firm does not control and shall not be responsible for the actions, policies, or practices of such third party entities.

Users who interact with third party systems through the Website acknowledge that their interactions with such systems may be governed by separate agreements and privacy policies maintained by those providers.

SECTION XV

TERMINATION OR SUSPENSION OF ACCESS

The Consulting Firm reserves the right, in its sole discretion, to restrict, suspend, or terminate a User's access to the Website if the User engages in conduct that violates these Terms of Service or otherwise interferes with the proper functioning of the Website.

Circumstances that may result in suspension or termination of access include, but are not limited to:

Attempted unauthorized access to restricted portions of the Website.

Submission of fraudulent or misleading information.

Use of the Website in a manner that disrupts system operations.

Unauthorized reproduction or distribution of Website materials.

Termination of access to the Website shall not affect any rights or obligations that accrued prior to such termination.

SECTION XVI

MODIFICATION OF TERMS

The Consulting Firm reserves the right to revise, modify, or update these Terms of Service at any time in order to reflect changes in business practices, legal requirements, technological developments, or operational needs.

When modifications occur, the updated Terms shall be posted on the Website with an indication of the effective date of the revision.

Users are encouraged to review the Terms periodically to remain informed of any changes.

Continued use of the Website following the posting of revised Terms shall constitute acceptance of the updated provisions.

SECTION XVII

GOVERNING LAW

These Terms of Service shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

Any legal dispute arising out of or relating to the use of the Website shall be resolved in a court of competent jurisdiction located within the Commonwealth of Pennsylvania unless otherwise required by applicable law.

Users accessing the Website from jurisdictions outside the Commonwealth of Pennsylvania acknowledge that they do so voluntarily and are responsible for compliance with the laws applicable to their respective jurisdictions.

SECTION XVIII

DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to the use of the Website, the parties shall first attempt to resolve the matter through informal negotiation.

If such negotiation does not resolve the dispute, the parties may agree to submit the matter to mediation conducted by a mutually acceptable mediator.

Nothing contained within this provision shall prevent the Consulting Firm from seeking injunctive relief in a court of competent jurisdiction in order to protect its intellectual property rights or prevent unauthorized use of Website content.

SECTION XIX

SEVERABILITY

If any provision contained within these Terms of Service is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to applicable law, the remaining provisions shall remain in full force and effect.

The parties agree that any invalid provision shall be modified to the extent necessary to render it enforceable while preserving the original intent of the Terms.

SECTION XX

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement governing the use of the Website and supersede all prior agreements, understandings, or representations relating to Website use.

Any additional agreements governing consulting services provided by the Consulting Firm shall be set forth in separate written contracts executed between the parties.

SECTION XXI

CONTACT INFORMATION

Users who have questions regarding these Terms of Service or the policies governing the Website may contact the Consulting Firm through the contact information provided on the Website.