

REAL FREQUENCY

SERVICE AGREEMENT and TERMS AND CONDITIONS

[Our Promise to You and Your Promise to Us]

This College Consulting Agreement (the "Agreement") is effective as of date of first payment (the "Effective Date") by and between Real Frequency LLC, a Washington Limited Liability Company ("Real Frequency") and You ("Client(s)", "Student(s)", "Parent(s)", "Guardian(s)"). Real Frequency and Client may hereinafter be referred to as "Party" or "Parties."

These Terms of Use constitute a legally binding agreement made between Client and Real Frequency concerning services and access to and use of the Real Frequency Learning Management System ("LightSpeed VT") and other communication and file storage applications. Client agrees that by accessing this ecosystem that supports Real Frequency's services, you have read, understood, and agreed to be bound by these Terms of Use. These terms and conditions may be updated from time to time with or without notice.

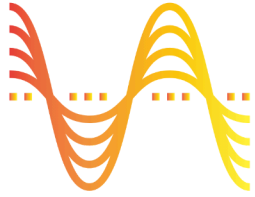
1. Real Frequency's Scope of Service. Real Frequency is a Confidence, College, and Career advisor in the business of providing Clients with services and expertise (the "Program"). Real Frequency will provide advice and facilitation in the following areas in collaboration with the Client in accordance with this Agreement.

EXPECTATIONS OF REAL FREQUENCY

The Real Frequency Team approaches this relationship as a partnership with the intent of strengthening Students' likelihood of realizing a successful college and professional career. With that, Clients and Real Frequency should maintain the expectations of each Party.

Real Frequency Consultant Responsibilities:

- Serve the interests of Clients by providing accurate, unbiased information about the college planning and decision-making processes.
- Respect issues of confidentiality and Students' rights to privacy throughout the process. For example, we do not share essays with Parents or Guardians directly. Confidential information shared with individuals or institutions outside of Real Frequency will only be done so with the written consent of the Student and/or Parent or Guardian.
- Respect the values and expectations of Clients while presenting professional advice that is sound, honest, and candid.
- Respect the college planning and decision-making processes as learning opportunities for the Client. In this spirit, Real Frequency (a Higher Education Consultants Association (HECA) member) counsels and advises in the college research process, providing guidance, direction, and review, but does not complete or submit a college application on behalf of the Student.
- Provide information to Clients that is based on the evaluation of the student's Strengths and Purpose Discovery, academic record, standardized tests, interests, activities, future plans, and



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family circumstances.

- Promise or guarantee college and/or university placement as it is beyond the scope of an education consultant and may not be communicated or inferred from written or verbal statements.
- Avoid conflict of interest or the perception thereof.
- Act professionally, responsibly, and ethically in all relationships with students, families, high schools, college admission personnel, and colleagues.
- Act with integrity, respect, courtesy, and thoughtfulness in all transactions.
- NOTE: HECA members adhere to and uphold the standards and ethics of the National Association for College Admission Counseling (NACAC) Statement of Principles of Good Practice: Code of Ethics and Professional Practice.

Secondary & Post Secondary Code of Conduct for Real Frequency Consultants:

[NACAC Ethical Practice in College Admission](#)

[HECA Standards For The Educational Consultant Profession](#)

[NCAA Compliance Article 13, 14, 15](#)

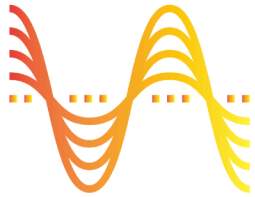
EXPECTATIONS OF CLIENTS

While working with Real Frequency, Clients (Parents, Guardians, and Students) have certain responsibilities, and we take these very seriously. As stated above, Real Frequency is responsible, in summary, for guiding the student and family through self-discovery, through selecting colleges to which the student will apply, through applying to those colleges through the financial aid process, to assist with college essays and scholarships, to assist with college selection and maximizing return on investment, and to guide college preparation.

It is not within the Real Frequency Consultant's services to write essays, complete applications or submit any required pieces of the application for Student. The Consultant guides the Student, but the Student must do the actual work to support each of these steps.

1. Student Responsibilities:

- Schedule and attend all scheduled meetings.
- Communicate honestly with Parents, Guardians, and Real Frequency Consultants. Keep the Real Frequency team updated regarding plans, thoughts, ideas, and dreams.
- Be actively engaged with Real Frequency's self-discovery process, which is paramount for a successful college journey.
- Begin, follow, and actively engage with the Real Frequency essay process, which will begin during the summer before senior year.
- Students must write and edit all essays. Real Frequency consultants will guide the process, be



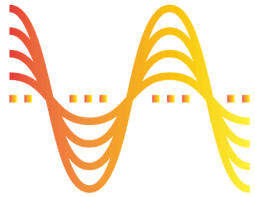
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available to proofread, and provide suggestions on how essays may be improved.

- Be prepared for standardized testing (SAT and/or ACT). Complete a testing plan with Real Frequency, register for tests on time, and participate in test preparation plans (e.g., tutoring, self-paced lessons, classroom instruction).
- Complete applications honestly and accurately. Meet deadlines by submitting applications early or on time. Refrain from the use of tools or technology that target colleges and universities restrict from use in the development of applications for admission.
- Monitor and respond to communications from colleges, whether it be email, phone calls, online portals, or regular mail.
- Ask for help! Your Real Frequency Consultant is happy to answer questions as they develop. Students who get the most out of this process ask lots of questions in order to make informed decisions.
- Students must inform all colleges which have offered them admission of their final decisions, including those colleges that they do not plan to attend. That notification should happen as soon as a final decision is reached, but no later than May 1st of the senior year.

2. Parent and Guardian Responsibilities:

- Discuss college plans—including the financial picture and any restrictions—openly and honestly with Student and Real Frequency early in the process.
- Participate in Real Frequency meetings as required. For example, review of Student's WHYteboard.
- Assist Student with any college application-related costs such as standardized test tutoring, standardized test registration, and college application fees.
- Be aware of deadlines and other requirements placed upon Student.
- Assist Student with college visits where possible.
- Assist Student with completion of Parent or Guardian-related portions of college application by providing Student with personal information (educational background, employment, etc.).
- Fill out financial aid forms and ensure they are submitted before deadlines. Families are responsible for filing all required financial aid forms by the required deadlines (FAFSA, CSS Profile, etc.). Failure to submit these forms may adversely affect potential financial aid awards and other non-aid monetary awards. Financial aid will be discussed with the family members as part of the college consulting process.
- Submit enrollment deposit fee at final choice college by May 1st.
- Offer support to Student throughout the college admission process, but also remember that your Student should direct the college application process.
 - **Do not** write or overly edit college essays. Do not hire essay writers to write or overly edit college essays on behalf of Student.
 - **Do not** complete or submit any part of any college applications on behalf of Student.
- Expect Student to communicate with you directly regarding their college journey. Please engage with Student first and expect them to advocate and communicate for themselves. However, if there are any questions or concerns, Real Frequency's Consultants are [here to help](#), so please reach out to the Real Frequency Team as needed. Please remember that we



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all want what is best for the Student, and that is achieved through open and honest communication.

3. The Use of Artificial Intelligence:

The Client understands that the use of artificial intelligence (AI) in the creation of college application materials is a personal decision. Real Frequency does not use AI-detection software and is not responsible for determining whether or not our clients used AI to create any portions of their college essay or application responses. As part of our services, we cannot provide any assurance as to the originality of any content or its compliance with a college or university's policies regarding the use of AI. Admissions policies regarding AI usage vary widely by university. For example:

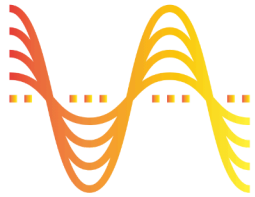
- Some schools, such as Brown University, have a zero-tolerance policy regarding the use of AI in application materials.
- Others, such as Georgia Tech, may encourage students to use AI for basic tasks like spelling/grammar checks or even outlining their essays.
- Duke University has stated that they do not evaluate applicants' grammar when reviewing essays, even if AI was used.

AI-detection software is known to produce false negatives (failing to detect AI when it has been used). Detection tolerances also vary depending on the software employed. Given the variability of policies and detection capabilities, it is the Client's responsibility to understand the specific admissions policies of the colleges and universities to which they are applying.

The Client acknowledges and agrees to the following waiver and release of liability:

- The Client releases Real Frequency and its agents, employees, and representatives from any and all liability, claims, or demands that may arise from the Client's use of AI in the creation of college application materials.
- The Client understands that some universities may use AI-detection software in evaluating applications, and that using AI may result in penalties, including but not limited to, application rejection, revocation of admission, or other disciplinary actions.
- The Client agrees that Real Frequency shall not be held liable for any consequences, claims, damages, or penalties resulting from a third party (such as a prospective college or current school) concluding that AI was used in any portion of the application materials.
- The Client understands and agrees that Real Frequency is not responsible for ensuring compliance with individual colleges' or universities' policies regarding AI use in applications, nor are we liable for any outcome arising from such policies.

It is the Client's responsibility to fully understand and adhere to the specific application rules and policies regarding the use of AI tools at the institutions they are applying to. Real

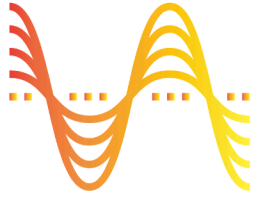


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Frequency recommends that the Client independently review each university's application guidelines to determine if AI use is permissible or prohibited.

TERM AND TERMINATION OTHER PROVISIONS

1. Term. The term of this agreement is effective until the date indicated in the Real Frequency quote and/or invoice. The client will be required to pay the full agreed-upon program price regardless of whether they cancel before the end of the agreement.
2. Termination. If either party breaches any provision of this Agreement, and such breach is not cured within thirty (30) days after the breaching party receives written notice, then in addition to all other rights and remedies of law or equity or otherwise, the non-breaching party shall have the right to terminate this Agreement without any obligation or liability except as otherwise defined in this Agreement.
3. Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OR LOSS OF MONEY, REGARDLESS OF ANY KNOWLEDGE OR NOTIFICATION OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
4. Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. For any disputes or claims arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be in Washington. The prevailing party in any dispute shall be entitled to reasonable attorney fees and costs, including expert witness fees.
5. Proprietary Work Product and Confidentiality. In performing its duty under this Agreement, client will Real Frequency will disclose to Client, certain confidential, proprietary and trade secret information. For purposes of this Agreement, "Confidential information" means any and all information created not otherwise in the public domain prior to the execution of this Agreement. Confidential information shall also include information that was derived from the public domain but was subsequently collected into a list or other document of any kind, or has been fashioned, manipulated, sorted, organized, categorized and or filtered. Client agrees to hold confidential information exchanged in strictest confidence and that such Confidential Information will not be revealed to any third party, including any subsidiaries or affiliates, for any purpose other than to facilitate the performance of obligations under this Agreement. The obligation of confidentiality also extends to proprietary, confidential and trade secret information that belongs to a third-party, but is disclosed with the third-party's permission. The receiving party hereby agrees that this provision is intended to benefit a third-party and can be enforced by the third-party. This clause shall survive the termination of this Agreement.
6. Opt-in and Opt-out to Text Messaging from Real Frequency. By entering into this agreement,



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the Client acknowledges and agrees to receive text messages and communications from Real Frequency to the provided phone number(s). These messages may include, but are not limited to, transactional updates, account-related information, and promotional content. The Client further agrees that standard message and data rates may apply for any messages sent to or received from Real Frequency. Opting out of receiving these messages can be done at any time by texting “opt-out” to (509) 992-2888. Real Frequency is committed to maintaining the privacy and security of client information, and contact details will only be used for the purposes outlined in this agreement. Please note that opting out of communication may impact the Client's ability to receive important updates and notifications related to the services provided by Real Frequency. If you have any questions or concerns regarding our communication practices, please contact info@realfrequency.com or (509) 992-2888. Client confirms their understanding and acceptance of the terms outlined in this opt-in/opt-out clause.

7. Miscellaneous Provisions. The Client, by way of deposit payment, hereby warrants that they have the authority to enter into this Agreement on behalf of Client. This Agreement represents the entire agreement between the Parties and shall supersede any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussions, statements, representations or agreements. This agreement may not be altered or amended except by a writing signed by an authorized representative of Real Frequency. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, the validity and enforceability of the other provisions will not be affected. Failure by Real Frequency to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or the right to enforce such provision.

CONTACT US

To inquire about our services, complement or resolve a complaint regarding the Site, or to receive further information regarding the use of the products or services, please contact us.

Phone: 509-992-2888 | Email: info@realfrequency.com

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