



Fellowship Trek Terms of Service

Last Updated: May 7, 2022

These are the terms of service ("Terms of Service") governing your use of the Site, as defined below, that is owned and controlled by Fellowship Trek LLC., an Oregon limited liability company ("Fellowship Trek"), and your procurement of products and/or services made available through the website: <https://fellowshiptrek.com> (the "Site").

BY USING THE SITE AND/OR PURCHASING PRODUCTS AND/OR SERVICES YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS OF SERVICE AND POLICIES. IF YOU DO NOT AGREE WITH ANY OF THESE, YOU SHOULD NOT USE THE SITE AND/OR PURCHASE ANY PRODUCTS OR SERVICES.

Fellowship Trek reserves the right to change or modify any of the terms and conditions contained in the Terms of Service and Policies from time to time at any time, without notice, and in its sole discretion. If Fellowship Trek decides to change these Terms of Service, Fellowship Trek will post a new version on the Site and update the date set forth above. Any changes or modifications to these Terms of Service and Policies will be effective upon posting of the revisions. YOUR CONTINUED USE OF THE SITE AND ANY PURCHASE OF PRODUCTS AND/OR SERVICES FOLLOWING POSTING OF ANY CHANGES OR MODIFICATIONS CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. For this reason, you should frequently review these Terms of Service, Fellowship Trek's Policies and any other applicable terms, including their dates, to understand the terms and conditions that apply to you.

Section 1: FELLOWSHIP TREK'S PRODUCTS & SERVICES

Fellowship Trek provides independent consulting to the client on how to craft a competitive fellowship application. Products and services are based on an agreed upon package which may include one or more of the following:

- Review of your educational history and transcripts, and discussion of your experiences as they relate to your near and long-term educational and career goals.

- Advising to help you identify fellowships, scholarships and other awards that align with your interests, skills and goals.
- Advising to help you develop a “to do” list of application materials and timeline(s).
- Guidance, support and feedback as you brainstorm, draft, revise and polish your application essays.
- Instruction on developing ideas, organization, narrative structure and style for the personal statement and statement of purpose.
- Guidance on finding professors and staff on your campus who can provide additional feedback on your draft essays.
- Advice on how to choose recommenders and guidance on how to secure strong letters of recommendation.
- Advice on how to seek nomination or endorsement from your educational institution (for awards that require it).
- Guidance on how to reach out to previous fellowship awardees for insight and informational interviews.
- Final review of your entire application for content, formatting and overall argumentation and cohesion.
- Fellowship interview advice and preparation.

Section 2: PRICES

Fellowship Trek assesses products and services on an individualized basis. Prices for products and services are determined at the time of transaction and prices may vary depending on each client’s unique circumstances and needs. Prices are subject to change at any time without prior notice on our website, materials or correspondence. Prices include, but are not limited to, preparation time, e-mail correspondence, and professional research and critique of the application materials as described in the product description or consulting package agreement. Pending staff availability, the client may have the option to purchase additional advising, research, or application support on an hourly basis.

Section 3: ALL PRODUCTS AND SERVICES ARE PREPAID

Full payment is required before receipt of any product or the rendering of any service. You will receive an invoice once your custom consulting package is established, and the entire balance is due at the time of invoice. We accept payment via credit card and personal check for consulting packages. Credit card payments for products can be made through Ticketspice.

Section 4: REFUND POLICY

All payments received by Fellowship Trek are considered earned on receipt. We do not issue refunds for any products, rendered services, nor any canceled or unused services.

Section 5: APPOINTMENT SCHEDULING

After full payment is received by Fellowship Trek, clients may book their first appointment on our scheduling platform. Consulting package clients may book their first appointment on our scheduling platform. Clients who purchase other products and services will receive a link to book their appointment on our scheduling platform after they have submitted their draft application material(s). The scheduling platform is strictly reserved for clients. You agree to not publish or share the link to Fellowship Trek's scheduling platform.

Section 6: CANCELLATION AND RESCHEDULING POLICY

An appointment may be canceled and rescheduled to take place no more than one week from the originally scheduled appointment if the original appointment is canceled 24 hours or more prior to the start time of the originally scheduled appointment. Appointments canceled less than 24 hours in advance are not eligible for rescheduling. An hour will be deducted from the client's consulting package for appointments canceled with less than 24 hours' notice or appointments that are not rescheduled to take place within one week of the originally scheduled appointment. In the event we need to cancel your appointment, we will do our best to reschedule your appointment within a week of the original date.

Section 7: APPOINTMENTS & COMMUNICATION POLICY

Appointments will take place via video call at the scheduled appointment time. In the event of device or internet malfunction, we will call you at the backup phone number you have provided. Outside of scheduled appointments, we will communicate with you via email at consulting@fellowshiptrek.com.

Section 8: TURNAROUND TIME

For clients who purchase a multi-hour consulting package, the standard timeline for receiving written feedback on an application essay or other material is five (5) business days from the day we receive it from you. Fellowship Trek's office is closed on weekends, holidays, and during staff vacation periods.

Clients who purchase an essay review will receive live feedback during their appointment, plus brief notes on their draft via e-mail after the appointment. Clients who purchase group advising will only receive live feedback during the appointment, and no written feedback. We encourage clients to start drafting their application essays early, and to build in time to request and receive feedback from Fellowship Trek and from your professors and advisors.

Section 9: PRIVACY & CONFIDENTIALITY

All Fellowship Trek client appointments, notes and files are kept private and confidential, except if we are required by court order to disclose certain confidential information, if we learn of spousal, elder, or child abuse, or if the client discloses information

suggesting imminent harm to themselves or others. All client files, emails and notes are secured through encryption while in transit and in storage. Client video calls are also encrypted.

Section 10: POLICIES REGARDING CLIENT RESPONSIBILITIES

- *Eligibility:* Fellowship Trek will help you search for and identify fellowships that fit your educational and career goals, but you are solely responsible for verifying all eligibility requirements directly (when needed) regarding the fellowship, scholarship, or other award program(s) before starting the application(s) process. You are responsible for disclosing any and all information to Fellowship Trek that may affect your eligibility for a given award, including but not limited to, changes in enrollment status, course grades, and academic or behavioral conduct inquiries or cases initiating both prior to and during your engagement with Fellowship Trek. You agree to not hold Fellowship Trek liable if your application(s) are deemed ineligible for a fellowship, scholarship, or other award for any reason, including false representation of eligibility.
- *Application essays:* You are solely responsible for writing all essays and other written materials for all application(s), as well as upholding your college's or university's academic conduct code. Fellowship Trek does not write, draft, compose, complete or copy edit essays or any other application material. Fellowship Trek provides instruction and high-level feedback on developing ideas, organization, narrative structure and style for the personal statement and statement of purpose. You are responsible for proofreading your essays for grammar, spelling and punctuation. Please note that in keeping with the Rhodes Scholarship's rules, we do not review drafts of the Rhodes personal statement.
- *Other application materials:* You are solely responsible for requesting, compiling, and submitting all required and supplementary application materials, including letters of recommendation (also called references), letters or forms for institutional endorsement or nomination, academic transcripts and other records and materials. Fellowship Trek does not request, compile, or submit any application material on your behalf.
- *Notes and feedback:* You are responsible for taking notes on feedback provided by Fellowship Trek during your appointments, as well as noting and following next steps in your "to do" list. You are solely responsible for incorporating Fellowship Trek's guidance and feedback into your application(s). We encourage clients to ask questions if they are unsure about how to apply the feedback they receive.
- *Communication with the client's educational institution:* You are solely responsible for communicating with your current or former educational institution about your plans to apply for a fellowship, scholarship or other award. You are responsible for following any campus application processes and deadlines that are either

required or recommended by your educational institution. Deadlines at your educational institution may be earlier than the fellowship's national application deadline.

- *Institutional endorsement and nomination:* You are solely responsible for asking your educational institution if you need to seek institutional endorsement or nomination for the award(s) for which you plan to apply. You agree to notify Fellowship Trek of any institutional deadlines, and to follow these deadlines, rules, and procedures for seeking institutional endorsement or nomination. You agree to not hold Fellowship Trek, its officers, contractors, staff, and representatives liable if your application(s) are not endorsed or nominated by your educational institution.
- *National application deadlines and submission of application:* You are solely responsible for submitting your application by the national deadline set by the fellowship, scholarship, or other award program. Fellowship Trek does not submit applications on your behalf. You agree to not hold Fellowship Trek, its officers, contractors, staff, and representatives liable if you do not submit your application by the deadline, or if your application is not received by the deadline. You agree to not hold Fellowship Trek liable for any technical issues that arise, including loss of data or application materials, and internet or device malfunction, that may prevent you from submitting your application by the deadline.

Section 11: PROGRAM EVALUATION

You will be invited to complete 1-2 brief online surveys to help Fellowship Trek learn more about your experience working with us so that we can provide the optimal client experience. These surveys are optional, and you do not have to complete any part of the survey that you don't want to. Choosing not to take a survey will not impact our work together. Our clients' privacy is of the utmost importance, and we will not use your name when sharing the survey results, unless you grant us written permission to do so.

Section 12: TESTIMONIALS

You authorize Fellowship Trek to copy, exhibit, publish, distribute, or otherwise use and disclose any testimonial statement from you for the purposes of publicizing our services and products, marketing, and any other lawful purpose. These testimonial statements may be used in any distribution media, including but not limited to internet, social media, e-mail, print, in-person and online presentations, television and radio. You will have the option to make your testimonial anonymous.

Section 13: NO RECORDING BY CLIENT

You agree not to record, download, or transmit (by digital or other means) any audio, visual, written or other material, relating to or derived from Fellowship Trek's products and services, and you agree not to allow any third parties to participate in our services or otherwise record, download, or transmit any material relating to or derived from our

products or services. This prohibition on transmission also applies to internet links to individualized content.

Section 14: DISCLAIMER

Fellowship Trek believes that our products and services will increase the chances of a favorable review of your fellowship, scholarship, or other award application; however, Fellowship Trek makes no representations or warranties regarding our products and services and your chances of receiving any fellowship, scholarship or other award. Fellowship Trek in no way guarantees that your application will be selected for a fellowship, scholarship or other award. All application decisions are made solely by external, independent selection committees. You agree to not hold Fellowship Trek, its officers, contractors, staff, and representatives liable if your application is not selected for a fellowship, scholarship or other award.

Further, you agree Fellowship Trek will not be held accountable or required to compensate you or any affiliated parties for any liability related to non-selection for a fellowship, scholarship or other award, nor for any lost wages incurred as a result of this outcome. You hereby expressly waive any and all claims that you may have, now or in the future, arising out of or relating to this Site and our services and products, and any and all agreements you enter into with Fellowship Trek.

FELLOWSHIP TREK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES, INCLUDED ON THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, FELLOWSHIP TREK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, FELLOWSHIP TREK DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE OR CURRENT.

Fellowship Trek is in no way affiliated with, sponsored by, or endorsed by any fellowship, scholarship or other award program. All of the material and content within our Site, instructional materials, appointments, writing consulting, and email correspondence is in no way representative of the opinions of fellowship administrators or selectors. All material on our Site, material provided to you through the purchase of products, and all services provided in consulting packages, are solely based on opinions, writings, materials, and work of Fellowship Trek. When preparing applications for fellowships, scholarships or other awards, you should not rely solely on information found on our Site and material provided through purchasing Fellowship Trek's products and services.

Section 15: LIMITATION OF LIABILITY

Products and services described on our Site are provided "as is" without any warranty of any kind, either express or implied. In no event will Fellowship Trek, its officers, management, directors, employees, consultants, and representatives be held liable for

any damages of any kind arising from any client's application not being accepted for any fellowship, scholarship or other award.

In no event will Fellowship Trek be liable with respect to any claims arising out of or related to the products, services or this agreement for any damages related to access to, use of or inability to access or use the products or services or any portion thereof, including without limitation, interruption of service due to poor internet connection, device malfunction, or any other reason, or cessation or modification of any aspect of the products or services.

FELLOWSHIP TREK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE AND THE SUBJECT MATTER OF THIS AGREEMENT. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

Section 16: INDEMNIFICATION

You agree to defend, indemnify and hold harmless Fellowship Trek (and its officers, directors, agents, employees and third-party service providers), from all claims, demands, losses, liabilities, costs, expenses, obligations and damages including reasonable legal fees, arising out of (a) your misuse of the Site; (b) your violation of any term of these Terms of Service; (c) your violation of any law or the rights of a third party (including, without limitation, any copyright, property or privacy right); or (d) any claim that any content you submitted as part of an application caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Service.

Section 17: WAIVER

No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Fellowship Trek's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

Section 18: COPYRIGHT

All design, text, graphics, logos, button icons, images, audio and video, the selection and arrangement thereof, notes, written opinions, and any and all materials provided to you pursuant to your engagement of Fellowship Trek is Copyright (c) 2022 Fellowship Trek, ALL RIGHTS RESERVED. The compilation (meaning the collection, arrangement and assembly) of all content on the Site and made available through the Site, including content and material transmitted through email, is the exclusive property of Fellowship

Trek and protected by U.S. and international copyright laws. Any use of materials - including reproduction, modification, distribution, republishing, transmission, display or performance - without the prior written permission of Fellowship Trek is strictly prohibited.

Section 19: **TRADEMARK**

Fellowship Trek's name, logo, slogans, and related materials and graphics on our Site and other materials are trademarks owned by Fellowship Trek. Use of our trademarks in connection with any product or service that does not belong to Fellowship Trek, or in any manner that is likely to cause confusion among users about whether Fellowship Trek is the source, sponsor, or endorser of the product or service, or in any manner that disparages or discredits Fellowship Trek is strictly prohibited. Any rights not expressly granted herein are reserved.

Section 20: **INDEPENDENT CONTRACTOR**

Fellowship Trek is an independent contractor and not an agent or employee of any client. Fellowship Trek and the client are independent entities whose relationship is governed by these Terms of Service.

Section 21: **PRIVACY POLICY**

You acknowledge that you have read and agree to our Privacy Policy (insert link)

Section 22: **DISPUTE RESOLUTION**

If a dispute should arise between you and Fellowship Trek, Fellowship Trek wants to provide you with a resolution that is efficient and cost effective. Almost all disputes can be resolved by engaging in a good-faith attempt to resolve the issue. Please contact Fellowship Trek:

Fellowship Trek LLC
5305 River Road North, Ste. B
Keizer, OR 97303
Consulting@fellowshiptrek.com

If your dispute cannot be resolved, these Terms of Service describe how we shall proceed with the resolution of the dispute.

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Oregon, excluding its conflict of law rules. You hereby consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Corvallis, Oregon.

Section 23: **ATTORNEY FEES**

In any proceeding regarding the subject matter contained herein, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs, and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.

Section 24: SEVERABILITY

The provisions of these Terms of Service are intended to be interpreted in a manner which makes them valid, legal, and enforceable. In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, such provision shall be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished unilaterally by Fellowship Trek, or alternatively, by disposition of a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from the Terms of Service without affecting the validity, legality or enforceability of any of the remaining provisions.

Section 25: CONTACT US

If you have any questions about Fellowship Trek's Terms of Service, you may contact us at:

Fellowship Trek LLC
5305 River Road North, Ste. B
Keizer, OR 97303
Consulting@fellowshiptrek.com