

Tutoring Terms and Conditions

THESE TERMS AND CONDITIONS (*hereinafter*, “Terms”) are effective as of the date signed below (the “Effective Date”), by and among Mr. Jeff Morris, *d/b/a* “MathManMo,” Student, and Guardian (“Student” and “Guardian” defined herein). Each of the parties may be referred to herein as a “Party” and jointly or collectively as the “Parties.”

THE TERMS SET FORTH BELOW ARE LEGALLY BINDING AND CANNOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF MATHMANMO.

1. **Definitions.**

- a. **Guardian** shall mean the person legally responsible for the Student who is under the age of 18 years old.
- b. **Student** shall mean the person who is attending the Services (defined herein).
- c. **Intellectual Property** is defined as (i) confidential know-how developed or licensed by MathManMo related to mathematics; (ii) education materials, in digital and paper form; (iii) video recordings; (iv) such other information and materials as designated by MathManMo; and (v) all derivatives thereof.

2. **Tutoring Services.** MathManMo will provide math tutoring services to the Student as purchased through MathManMo’s website (the “Services”), including but not limited to individual tutoring lessons and group tutoring lessons. MathManMo represents that it has the qualifications, the experience, and the ability to properly perform the Services. MathManMo shall use MathManMo’s best efforts to perform the Services such that the results are satisfactory to the Student.

3. **Mandatory Introductory Meeting.** The Student will be required to meet with a representative of MathManMo through a video/web conferencing platform to discuss the Student’s needs and walk-through MathManMo’s expectations before the Services are performed.

4. **Fees.** As consideration for the Services to be provided by MathManMo, the Guardian, on behalf of the Student, shall pay MathManMo the amounts specified on MathManMo’s website. Payment of fees shall be made in advance of the Student’s right to access the Services by credit card or check, unless otherwise agreed to, in writing, by MathManMo.

5. **Additional Fees.** The following are a list of additional fees that MathManMo may charge at its sole discretion:

- a. **Late Cancellation.** The Guardian may be charged the full rate of the Service if the Guardian or Student fails to cancel the Service at least 24 hours in advance of the Service. All cancellations must be made in writing to MathManMo.
- b. **Extended Time.** In the event an individual lesson goes over the agreed upon time and a representative of MathManMo can continue to assist the Student, MathManMo will charge the Guardian MathManMo’s hourly rate as set forth in the fee schedule on the website. MathManMo is not obligated to continue any lesson beyond the agreed upon time period.

6. **Late Arrival.** Fees are calculated according to the times stipulated in the schedule of Services and no adjustment shall be made for time lost revenue of late arrival by Student, unless agreed upon in writing by MathManMo.
7. **Termination.** Subject to the MathManMo's website Terms and Conditions, each Party may terminate the Services by giving the other Parties at least seven (7) days written notice. MathManMo, at its sole discretion, may refund any fees paid for Services not rendered as a result of the termination of Services. Unless authorized by MathManMo, no refund shall be made to Guardian or Student for Services rendered prior to the termination of the Services.
8. **MathManMo Obligations**
 - a. MathManMo shall at no time be required or obligated to execute homework or assignments on behalf of the Student.
 - b. MathManMo will undertake review of tutoring materials to be covered prior to the Service and to structure the Services in such a way as to optimize the benefit to the Student.
 - c. MathManMo will provide educational materials, if necessary, to assist the Student.
 - d. MathManMo may provide progress reports to Guardian regarding the Student's progress. No such reports will be provided to any other third party unless agreed to, in writing, by the Guardian or the Student.
9. **Student Obligations**
 - a. The Student shall assist MathManMo in identifying problem areas in which the Student needs specific tutoring.
 - b. The Student agrees to participate actively, ask questions, complete practice problems, and engage respectfully with MathManMo representatives and other MathManMo students as applicable.
 - c. The Student shall not bring friends to the Services.
 - d. The Student is prohibited from sharing or distributing any of MathManMo's Intellectual Property. All Intellectual Property shall remain the exclusive property of MathManMo. Student and Guardian are prohibited from redistributing any Intellectual Property provided by MathManMo.
10. **No Guarantee.** MathManMo makes no promises or warranties regarding the Student's performance as a result of any Services provided, and the Parties agree that MathManMo shall not be held liable for the Student's performance.
11. **Video Waiver.** The Services shall be conducted through a video/web conferencing platform, to be determined by MathManMo. It is the responsibility of the Guardian or Student to ensure the Student has the appropriate video/web conferencing platform to participate in the Services. Guardian and Student understand that the Student's and/or the Guardian's voice, physical presence, and participation in the Services will be transmitted using a third-party video/web conferencing platform and may be electronically recorded for quality control and educational purposes. The Guardian and the Student agree that their voice, presence, and participation in, and electronic recording of, these Services are not a violation of their personal rights and hereby release any claims for the use of such.
12. **Dispute Resolution.** In the event the Parties are unable to resolve any dispute, controversy, or claim (*collectively*, "Dispute") arising out of or relating to this Agreement within sixty (60)

days of written notice of the Dispute by the complaining Party, the Parties shall settle the Dispute by binding arbitration heard by one (1) arbitrator in accordance with the Consumer Arbitration Rules ("Rules") of the American Arbitration Association. See <https://www.adr.org/Rules>. The arbitrator shall be appointed in accordance with the Rules. The Parties hereto agree that the venue of such arbitration shall be the State of Maine, Cumberland County. The arbitrator shall be bound by the terms and conditions of this Agreement and shall have no power, in rendering the award, to alter or depart from any express provision of this Agreement, and the failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator shall apply the law specified in the State of Maine and the Parties waive any objection which they now or hereafter may have regarding personal jurisdiction or venue or any claim concerning forum non conveniens. Any award of the arbitrator shall be binding upon the Parties and judgment may be entered in any court of competent jurisdiction, including, without limitation, the courts of the State of Maine or any federal court in the United States of America, State of Maine, or any court of competent jurisdiction the world. The award and judgment thereon shall include interest at the legal rate from the date that the sum awarded to the prevailing party was originally due and payable, and attorneys' fees and other arbitration costs, including, without limitation, costs associated with expert witnesses.

13. **Waiver.** The failure of any Party to enforce at any time any provision of these Terms, or to enforce any rights, or to make any elections hereunder, shall not be deemed a waiver of such provisions, rights, or elections.
14. **Minors.** Where the Student is a legal minor, the Guardian shall enter into these Terms on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.
15. **Website Terms and Conditions and Privacy Policy.** The Guardian and if permitted, the Student, shall be responsible for reviewing the Terms and Conditions for MathManMo's website and its privacy policy. The Website's Terms and Conditions and Privacy Policy are incorporated herein. Copies of the Website's Terms and Conditions and Privacy Policy can be found on MathManMo's website. Additional copies can be provided to the Guardian and Student upon request.
16. **Entire Agreement.** These Terms, along with the fees, Website Terms and Conditions, and Privacy Policy, represent the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes all prior agreements regarding the same subject matter. No part of these Terms may be altered by unless by the express written consent of MathManMo. MathManMo may alter these Terms, without notice to the Guardian and/or Student. Notice of any changes to these Terms will be provided to the Guardian and/or Student by MathManMo.