### **Terms of Service**

**Effective Date: [Insert Date]** 

Welcome to **Ex-STREAM-ly Awesome Tutor** ("we," "our," "us"). By accessing or using our website and services, you agree to comply with and be bound by these Terms of Service. If you do not agree, please do not use our website or services.

### 1. Scope of Services

We provide tutoring services, educational programs, and resources to students and parents. Services may include live online sessions, pre-recorded courses, assessments, and supplemental materials.

### **Eligibility**

Our services are intended for students and parents/guardians acting on behalf of students. By using our services, you confirm that you are at least 18 years old or have parental/guardian consent.

# 2. User Responsibilities

By using our services, you agree to:

- Provide accurate and complete information during registration and communications.
- Use our services only for lawful purposes and not engage in activities that could harm our website, services, or other users.
- Not share, copy, or distribute our proprietary materials without permission.

You are responsible for ensuring that your internet connection, device, and software meet the technical requirements for accessing our services.

## 3. Payment Terms

### A. Pricing

The prices for our services are listed on our website or communicated during registration. All prices are subject to change, and we reserve the right to update them at any time.

### B. Payment

Payments must be made in full before accessing services unless a payment plan is arranged. Accepted payment methods include [list payment methods, e.g., credit cards, PayPal].

### C. Refund Policy

We strive for satisfaction, but refunds are granted at our discretion and according to the following terms:

• No refunds are provided after the start of a live tutoring program.

### 4. Cancellation and Rescheduling

- **Live Tutoring Sessions:** Cancellations or rescheduling requests must be made at least 48 hours before the session.
- Missed Sessions: Missed sessions without prior notice may not be rescheduled or refunded.
- **Program Changes:** We reserve the right to modify or cancel programs with prior notice. If we cancel a program, refunds will be provided.

## 5. Intellectual Property

All content, materials, and resources provided by Ex-STREAM-ly Awesome Tutor, including but not limited to text, graphics, videos, and logos, are the exclusive property of Ex-STREAM-ly Awesome Tutor.

You may not reproduce, distribute, or publicly display our content without written permission. Unauthorized use may result in termination of access and/or legal action.

## 6. Privacy

Your use of our website and services is also governed by our <u>Privacy Policy</u>. Please review it to understand how we handle your personal information.

## 7. Limitation of Liability

To the fullest extent permitted by law, Ex-STREAM-ly Awesome Tutor is not liable for:

- Any indirect, incidental, or consequential damages arising from your use of our services.
- Academic outcomes, performance, or results achieved from using our services.
- Errors, interruptions, or delays in accessing our services due to technical issues.

Our total liability for any claims related to our services is limited to the amount you paid for those services.

### 8. Indemnification

You agree to indemnify and hold harmless Ex-STREAM-ly Awesome Tutor, its affiliates, employees, and contractors from any claims, damages, or expenses arising out of your use of our services or violation of these Terms of Service.

### 9. Termination

We reserve the right to terminate or suspend your access to our services for any violation of these Terms of Service or any behavior that disrupts the learning environment or harms others.

## 10. Governing Law

These Terms of Service are governed by the laws of Florida, USA. Any disputes arising from these terms or your use of our services will be resolved exclusively in the courts of this jurisdiction.

# 11. Changes to Terms

We may update these Terms of Service from time to time. Updates will be posted on this page, and the effective date will be revised accordingly. Continued use of our services constitutes acceptance of the updated terms.

### 12. Contact Information

For questions or concerns about these Terms of Service, please contact us:

### **Ex-STREAM-ly Awesome Tutor, LLC**

Email: rae.beza@exstreamlyawesometutor.com

Phone: 813-710-0248

Mailing Address: 9538 Rally Spring Loop, Wesley Chapel, FL 33545