## **Terms and Conditions**

EduAvenues LLC

- **1. Payment.** The Student agrees to pay EduAvenues, LLC ("EA") the agreed upon package for non-tutoring services or hourly rate (between \$15 and \$250 per hour) for tutoring services. The Student understands that he/she will be charged for time in one hour increments. The student will pay his/her bill online via the EA website, Zelle, Venmo, or PayPal. For tutoring, the student will never give or make payments to the tutor. Students must schedule all tutoring hours within 30 days. EA does not guarantee refunds in any circumstances. All sales are final. EA may, but is not obligated to, match you with another tutor if you are unhappy with your tutor.
- **2. Cancellation.** If the Student cancels a session on less than 24 hours' notice, the Student will be billed for that session. The Student may cancel a prepaid session up to one hour before the scheduled time for reasons of a family emergency or sickness and apply any pre-payment to a future session. Lessons not attended for any other reason by the student without giving 24 hours prior notice to the Tutor shall be charged at the full rate. If the Tutor cancels a session for any reason and at any time more than 24 hours prior to the start of the session, we will apply that payment to a future session that the Tutor and Student agree upon.
- **3. Location.** The student will pick a mutually convenient public place for tutoring services, or use an online tutoring platform.
- **4. Obligations of the Student**: The Student will provide information to the Tutor to assess and identify subject areas that the Student requires specific tutoring. The Student agrees to provide their own materials needed for each tutoring session (i.e., notebook, writing instruments, computer, etc.). The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work thoroughly and promptly.
- **6. Scheduling Time**. All scheduling must be done through Calendly or email. It is the student's responsibility to make sure the schedule is accurate.
- 7. No Guarantees or Warranties. The Student understands that EA does not guarantee any specific outcomes as a result of tutoring, its bootcamps, and any other services rendered. The student understands that EA does not guarantee admissions to Thomas Jefferson High School for Science and Technology ("TJ"). The student understands that EA does not guarantee acceptance into any institution whatsoever, including colleges and universities. The student and parent understands that acceptance rates as advertised are merely historical figures as calculated by EA, and do not apply to current and future cycles. EA will provide a tutor and/or materials to help the student succeed. The rest depends on the student.
- **8. Waiver of Negligence.** The Student waives any negligence on the part of EA regarding the hiring or supervision of the Tutor, or the Tutor's actual conduct.
- **9. Limitation of Liability.** In the event of litigation, EA's total liability shall not exceed the amount of money student paid EA for services rendered.
- **10. Termination.** This tutoring contract may be terminated by EA at any time by giving the other party seven days prior written notice.
- 11. Minors. Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

- **12. Entire Agreement**. This Agreement contains the entire agreement between the parties in relation to matters described herein, and no inducements or promises other than as expressly set forth herein have been given or received in return for same. All negotiations leading up to this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. This Agreement may be amended only through a writing signed by all of the parties.
- **13. Governing Law.** The validity, enforceability and interpretation of this Agreement will be determined and governed by the laws of the Commonwealth of Virginia without regard to any jurisdiction's conflicts of laws provisions.