



# Math Tutoring Professionals Service Disclosure

Client's (student's, parent's, guardian's, contractor's) use of our services is subject to legally binding terms and conditions as specified herein. Carefully read the following terms and conditions before accessing or using our service.

The use of our services indicates the acceptance of the following terms and conditions and Client's agreement to be bound by them. The following terms and conditions form a binding Agreement between Client and Math Tutoring Professionals LLC (MTP). We may change these terms and conditions at any time without advance notice. MTP reserves the right to alter these terms and conditions. The continued use of our services after any change means Client has accepted the changed terms and conditions. MTP acts as an agent on behalf of the Tutor and will introduce the Tutor to the Client in need.

## **Math Tutoring Professionals Service Disclosure**

The fees and billing process will be under the control of MTP. Payments must not be made directly to the Tutor at any time. A credit or debit card is required for payment. First Session must be prepaid online at [www.mathtutoringpros.com](http://www.mathtutoringpros.com) prior to Tutor providing any Services.

For “In-Person” Tutoring Sessions, all subsequent payments will be taken by MTP via credit or debit card information stored with initial payment at the rate agreed in advance between MTP and the Client. Timesheets will be used to monitor meeting dates and content covered. The Client must sign timesheet at the conclusion of each Session to verify its occurrence and length. Clients will be charged at the end of each week when timesheets are received from Tutors. Each Client is sent a receipt via email that will include appointment dates and durations.

For “Online” Tutoring, all subsequent Sessions must continue to be prepaid online. Payments shall be taken by MTP with the credit or debit card information stored with initial payment at the rate agreed in advance between MTP and the Client. Timesheets will be used to monitor meeting dates and content covered. Each Client is sent a receipt via email that will include appointment date and duration.

## **Cancellation, Late Arrival & No-Show Policy**

Client may always cancel a session more than three (3) hours in advance of the designated start time without penalty. Should Client cancel a session with less than three (3) hours’ notice to the Tutor, the Client will be charged for half an hour at the project rate. In the event Client fails to keep a scheduled Session without notice to the Tutor, the Client will be considered a “No-Show.”

If Client is considered a “No-Show”, the Client will be charged for one (1) hour at the project rate. Additionally, if Tutor fails to keep a scheduled Session without notice to the Student or Client, the next one hour of Tutoring Services shall be provided by Tutor without charge. There will be no rescheduling or discount allotted for late arrival. If Client shows up to the Session late but within fifteen (15) minutes of the designated start time, the Session will be held for the remainder of the time reserved.

A Client is considered a “No-Show” if he/she fails to show up to the Session within fifteen (15) minutes of the designated start time. If the Client is over fifteen (15) minutes late, the Session will be cancelled. All our tutoring sessions are at least one (1) hour in length. Should the Client decide to terminate a Session early, a minimum of one (1) hour at the project rate will be charged to the Client.

## **Legal**

Any duplication or sharing of MTP copyrighted materials is forbidden. These are your materials to keep and will give you a competitive advantage. Commercial test prep materials like the College Board SAT prep book are not MTP materials. Any trademarked images of or references to other companies or other companies' products or services are not direct endorsements, unless otherwise stated, and their intended use is to communicate the kinds of services provided.

MTP proprietary materials must also be kept confidential by each family. These materials are for the individual family's use only, and should not be reproduced or given to any other party without MTP's explicit, written consent. Tutoring does not guarantee any grades or score improvements.

## **Supervised Meetings**

In the event Tutor engagement involves a Student under the age of eighteen (18) years, the Tutor will not conduct Sessions in a private residence or any non-public location unless a parent or guardian of at least twenty-one (21) years of age is present during the entire tutoring Session. If the appointment with such a Student is Online, the parent or guardian must notify both the Tutor and the Company prior to the Session's designated start time should they also wish to be present for the Session. If no such notification is received, the Online Session will take place solely with the Tutor and Student present.

## **Non-Solicitation**

Client agrees that he/she will not solicit any tutors or employees of MTP to work for his/her own or any other personal or business ventures. Client agrees that during the period of contract and for a period of two (2) years immediately after termination of this agreement with MTP, Client will not, either directly or indirectly for himself/herself or for any other person, family or business, call upon, solicit, divert, or take away, or attempt to solicit, divert or take away any of the tutors, business, or partners of MTP with whom Client has become acquainted with during or after Client's contract with MTP.

## **Limitation of Liability and Indemnity**

In no event will MTP be liable for any direct or indirect damages arising out of access to or use of its tutoring services beyond its service fee received from Clients. As a condition of use of this service, Client agrees to indemnify MTP from and against any and all liabilities, expenses (including legal fees) and damages arising out of or related to the carrying out of the tutoring by a Tutor introduced by MTP.

### **No Warranties**

MTP makes no promises or warranties with regards to a Client's performance as a result of any tutoring provided.

### **Severability**

If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

### **Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

### **Modification**

This Agreement may not be modified except by amendment reduced to writing and signed by both MTP and Client. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof.

## **Headings**

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

## **Additional Acknowledgments**

Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to accepting this Agreement.

## **Minors**

Where the Client is a legal minor, the Parent/Guardian shall enter into this tutoring agreement on behalf of the Client and shall accept and agree to all the terms and conditions of the policies contained herein on behalf of the Client.

## **Further Documents**

If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

