Terms and Conditions

By accessing and using our online tutoring program, you agree to be bound by the following terms and conditions (Eligibility, services, fees, content Privacy, Indemnification, Limitation of Liability, Governing LawEntire Agreement). If you do not agree to these Terms, please do not use the Program.

Eligibility

The Program is intended for use by students in K-12 grades, and by parents or guardians of such students. By using the Program, you represent and warrant that you are either (a) a student in K-12 grades, or (b) a parent or guardian of such a student, and that you have the legal authority to enter into these Terms on behalf of yourself or the student.

Services

The Program provides online tutoring services in various subjects. We strive to provide high-quality tutoring services, but we make no guarantees as to the availability or quality of the tutors or the tutoring services. We reserve the right to modify, suspend, or discontinue the Program at any time, for any reason, and without notice.

Fees

The Program may charge fees for its services. If you are a parent or guardian, you are responsible for paying the fees for the student's use of the Program. All fees are non-refundable after 14 days.

Content

The Program may allow Users to upload, post, or otherwise provide content, such as questions or answers (collectively, "User Content"). You retain ownership of any intellectual property rights that you may have in your User Content. By providing User Content, you grant us a non-exclusive, perpetual, irrevocable, worldwide, fully-paid, and royalty-free license to use, copy, modify, create derivative works from, distribute, and display the User Content in connection with the Program and our business.

By providing User Content, you represent and warrant that: (a) you have the right to provide the User Content and grant the license set forth above; (b) the User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party; and (c) the User Content does not contain any viruses, Trojan horses, worms, time bombs, or other harmful or malicious code.

We reserve the right, but have no obligation, to monitor User Content and to remove any User Content that we determine in our sole discretion to be inappropriate or in violation of these Terms.

Privacy

We collect, use, and disclose information about Users in accordance with our Privacy Policy,

which is incorporated by reference into these Terms. By using the Program, you consent to our collection, use, and disclosure of your information as described in the Privacy Policy.

Indemnification

You agree to indemnify and hold us and our affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Program, your User Content, or your violation of these Terms.

Limitation of Liability

We shall not be liable for any damages resulting from the use of or inability to use the Program, or from any content or information obtained through the Program. In no event shall our liability exceed the fees paid by you for use of the Program.

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of Minnesota, without giving effect to any principles of conflicts of law.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and us