

# TERMS AND CONDITIONS OF SERVICE

**My E Tutoring**

**Last Updated:** December 23, 2025

## 1. General Application

These Terms and Conditions (the "Agreement") govern the contractual relationship between **My E Tutoring** (the "Contractor") and the engaging party (the "Client"). By engaging the Contractor for Services, the Client agrees to be bound by the terms set forth herein.

## 2. Scope of Services

2.1. Services Provided. The Contractor agrees to provide online tutoring services to the Client's student(s) (the "Services"). The Services may include additional tasks as mutually agreed upon by the Parties.

2.2. Autonomy. The Contractor acts as an independent entity and retains full control over working time, methods, and decision-making regarding the provision of Services. The Contractor shall work autonomously and not under the direct supervision of the Client, while remaining reasonable regarding the Client's needs.

## 3. Compensation and Payment Terms

3.1. Fees. The Client agrees to pay a flat monthly fee for the Services.

3.2. Invoicing and Schedule. Invoices will be submitted on the **1st day of each month** and are due and payable within **thirty (30) days** of receipt. Payment is strictly due **before** the start of the tutoring program.

### 3.3. Payment Structures.

- **Individual Payment:** Applies to one-on-one tutoring for a single student.
- **Shared Tutoring:** Parents may elect to split payment for a maximum of two (2) students, provided the students are at the same grade level and enrolled in the same tutoring program.
  - **Parental Approval:** Each parent must explicitly agree and approve the student sharing the program.
  - **Tutor Opt-Out:** The Contractor reserves the right to opt a student out of the shared program if one-on-one tutoring is deemed more beneficial.
  - **Program Suspension (Reversion to Individual Pricing):** If participation in the shared program drops below two individuals, the shared program is suspended, and the tutoring session will automatically return to individual pricing.

3.4. Expenses. The Contractor shall not be reimbursed for any expenses incurred in connection with providing the Services.

## 4. Client and Student Obligations

4.1. Equipment and Technology. The Client is responsible for providing all necessary equipment, including a computer, accessories, and stable internet/Wi-Fi access. Webcams and microphones must be active and functional at all times during tutoring.

### 4.2. Attendance and Cancellations.

- **Punctuality:** Students must log in at least five (5) minutes prior to the scheduled start time to settle in.
- **Notice of Absence:** The Client must notify the Contractor at least twenty-four (24) hours in advance if a student cannot attend a session so alternative arrangements can be made.
- **Make-Up Sessions:** If a session is missed, the Client must discuss the possibility of a make-up session with the Contractor immediately.

### 4.3. Conduct and Environment.

- **Environment:** Students must attend sessions in a quiet, well-lit area free from background noise (e.g., television) and distractions.
- **Dress Code:** Students must appear "**Camera Ready**"—presentable and dressed as they would be for an in-person class. Pajamas or overly casual attire are prohibited to maintain a learning mindset.
- **Behavior:** Students must demonstrate mutual respect, use polite language, and avoid disruptions or inappropriate gestures.
- **Active Engagement:** Students are expected to participate fully by asking questions and completing tasks.

## 5. Confidentiality and Data Privacy

5.1. Client Information. The Contractor agrees not to disclose any Confidential Information (proprietary data, business processes, or client records) unless authorized by the Client or required by law.

**5.2. Student Privacy.** Students must respect the privacy of the Contractor and other students. Sharing personal information, capturing screenshots, or recording sessions without permission is strictly prohibited. Students in shared programs must maintain confidentiality at all times.

## 6. Intellectual Property

All intellectual property, materials, and content developed or produced under this Agreement remain the exclusive property of the Contractor. The Client is granted a non-exclusive, limited-use license to utilize said materials solely for the purpose of the Services.

## **7. Independent Contractor Relationship**

The Parties acknowledge that the Contractor is an independent contractor and not an employee of the Client. The Client is not responsible for withholding taxes or providing employee benefits. The Contractor is solely responsible for all tax reporting and payments related to compensation received under this Agreement.

## **8. General Provisions**

8.1. Subcontracting. The Contractor reserves the right to engage third-party subcontractors to perform some or all obligations under this Agreement. 8.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Minnesota**. 8.3. Modification. Any amendment or modification to this Agreement must be evidenced in writing and signed by both Parties. 8.4. Entire Agreement. This document constitutes the entire agreement between the Parties, superseding all prior agreements or representations.