

TERMS AND CONDITIONS

Last Updated: [12/04/2025]

1. GENERAL AGREEMENT These Terms and Conditions (the "Agreement") constitute a binding contract between the registering parent or guardian (the "Client") and **MY E TUTORING** (the "Contractor"). By enrolling a student in the program, the Client acknowledges that they have read, understood, and agreed to comply with the policies and expectations outlined below.

2. SERVICES PROVIDED The Contractor agrees to provide the Client with **Online Tutoring** services. The Services will include specific tasks and subjects as agreed upon in the student's enrollment details. The Contractor is an independent contractor and not an employee of the Client.

3. SUBSCRIPTION AND AUTOMATIC PAYMENTS The Client agrees to compensate the Contractor for the Services based on the following subscription terms:

- **Automatic Subscription:** Services are provided on a recurring subscription basis.
- **Payment Schedule:**
 - **Initial Payment:** The first payment is due immediately upon the day of registration.
 - **Recurring Billing:** Subsequent payments will be automatically charged every **30 days** following the initial registration date.
- **Flat Fee:** The Contractor charges a flat monthly fee for the Services.
- **Currency:** All monetary amounts are in USD (US Dollars).
- **Non-Payment:** Failure to make payments on time may result in the suspension of tutoring services.

4. ATTENDANCE AND CANCELLATION POLICY To ensure progress, regular attendance is crucial. The following policies apply to scheduling:

- **The 15-Minute No-Show Rule:** If a student is late by **15 minutes** or more, the session will be immediately canceled. These sessions are considered missed and **will not be rescheduled**.
- **Cancellation Notice:** If a student cannot attend a session, the Client must notify the tutor or program coordinator at least **24 hours in advance**.

- **Missed Sessions:** Missed sessions without proper notice or due to tardiness will not be rescheduled.
- **Contractor Cancellations:** If a session is canceled due to tutor unavailability or technical issues on the Contractor's end, a make-up session will be arranged as soon as possible.

5. STUDENT EXPECTATIONS AND CODE OF CONDUCT

To get the most out of the learning experience, students must adhere to the following rules:

- **Punctuality:** Students must log in to the session at least **5 minutes before** the start time to settle in.
- **Dress Code:**
 - Students must dress neatly and comfortably.
 - **Prohibited Attire:** Pajamas, clothing with offensive graphics, and overly casual attire are not permitted.
- **Camera Policy:** Cameras should be turned on during the session, and students must appear presentable.
- **Behavior:** Students must treat the tutor with respect and use polite language. Disruptive behavior or offensive language will not be tolerated and may result in disciplinary action.
- **Preparation:** Students should come prepared with homework completed and materials ready.

6. PARENT/CLIENT RESPONSIBILITIES

- **Equipment:** The Client is responsible for providing a computer, webcam, headset/microphone, and stable internet access.
- **Environment:** The Client must provide a quiet, well-lit space free from background noise (e.g., television or conversations).
- **Supervision:** Parents are encouraged to supervise the technical setup to ensure the student can log in successfully.
- **Expenses:** The Client will not be reimbursed for any expenses incurred (e.g., internet costs) in connection with providing the Services.

7. PRIVACY AND DATA PROTECTION

- **Confidentiality:** The Contractor agrees not to disclose Client or Student information to unauthorized parties.
- **Session Recordings:** Online sessions may be recorded for training, quality assurance, and educational purposes. These recordings are kept secure and confidential.
- **Student Privacy:** Clients and students must respect the privacy of the tutor by not sharing screenshots or recording sessions without permission.

8. INTELLECTUAL PROPERTY All intellectual property, materials, and teaching resources developed or produced under this Agreement remain the exclusive property of the Contractor. The Client is granted a non-exclusive, limited-use license for this Intellectual Property for educational purposes only.

9. LIMITATION OF LIABILITY The Contractor is not liable for any injuries, technical issues, or losses that occur during participation in online classes. Parents are responsible for ensuring a safe environment for the student during tutoring sessions.

10. GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

11. MODIFICATIONS The Contractor reserves the right to update or modify these terms as required. Parents will be notified of any term changes and given an opportunity to review the updated terms.