

## **Terms and Conditions of Use**

Please read these Terms and Conditions ("T&C") carefully. You must agree to these Terms & Conditions before you are permitted to use the Open Math Tutoring Program ("Program"). Math Lately ("Company") conducts business from their office in Lakeland, Tennessee 38002.

If you do not agree with these T&C, you may not use the Program. The Open Math Tutoring Program is intended and only suitable for individuals aged 12-15 (in grades 6-9). Math Lately hereby disclaims all liability for use by individuals under the age of 12 and older than 15.

All sessions will be recorded. A parent can request to receive a recording of any session at any time. Each student will be required to show his or her face during each session. Session videos will only be shared with the members' parents/guardian-**No Other Parties**.

## **Membership Access**

After enrolling in the Online Math Tutoring Program Recurring Subscription Service, the parent and student will receive a **unique, authenticated Zoom link**, as well as other reference materials relating to the Online Math Tutoring Program.

The Company reserves the right to suspend or terminate your subscription any time if you fail to pay amounts owing to me when due, or for any other reason in my sole discretion.

## **Enrollment and Cancellation**

Beginning on your date of sign-up and first payment of \$299, you will receive access to the Program. You are automatically enrolled into the Online Math Tutoring Program Recurring Subscription.

You may cancel your account at any time by emailing [taji@mathlately.com](mailto:taji@mathlately.com) and/or text messaging 901-295-8309. When you cancel, the Company will refrain from charging your account on the following billing cycle. Each billing cycle is thirty days, so your access will continue for the remainder of the current thirty-day period.

## **Payment and Refunds**

You give us permission to automatically charge your credit or debit card for the \$299 fee due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service provider, Square.

## **Recurring Subscription Fee**

By enrolling in the Online Math Tutoring Program, you agree to pay the \$299 recurring subscription fee for a monthly membership plan calculated from your start date.

### **Termination**

Besides termination for nonpayment, the “Company” reserves the right to remove a student if he or she displays disrespectful and/or inappropriate behavior during a session. This may or may not lead to a complete suspension from the program. The parent/guardian will be contacted via phone in which a video of the particular session can be shared with the parent/guardian. In addition, the Company reserves the right to remove a student if inappropriate language or content is heard/seen in the background (environment) of a said student.

If the Company terminates a membership due to the said statements above, cancellation and access will cease on the day of incidence, and membership will not continue for the remainder of the members current thirty-day period. The Company will refrain from charging your account on the following billing cycle.

### **Intellectual Property Rights**

The words, videos, voice, and sound recordings, instructional materials, design, layout, graphics, photos, images, information, materials, documents, data, databases, and all other information and intellectual property accessible on or through the Company website and e-mails sent to you by the Company, as well as the look and feel of all of the foregoing (“the Content”) is property of the Company and it is protected by copyright, trademark, and other intellectual property laws.

### **Personal Responsibility and Assumption of Risk**

In consideration of the participant(s) attending the Open Math Tutoring Program, the parent/guardian hereby releases and holds harmless Math Lately from any and all liability occurring during the participation in the Online Math Tutoring Program. In particular, the parent/guardian is prepared to assume, on behalf of such child(ren) and himself/herself, all such risks as the sole responsibility of the parent/guardian and child.

The parent/guardian understands that his or her child(ren) will be subject to the rules and regulations of the Open Math Tutoring Program. The parent/guardian understands that any student who displays disrespectful and/or inappropriate behavior during a session may be removed from the program.

**The terms and conditions of this agreement shall be legally binding upon the parent/guardian acknowledgement within/and by submission of the registration form.** The Company may change, modify or update these T&C’s at any time with notice to the parents/guardian.

If you have any questions or concerns about these Terms and Conditions of Use, contact me at [omt@mathlately.com](mailto:omt@mathlately.com) and/or 901-295-8309.