

Professors 121 LLC Terms & Conditions

PLEASE READ CAREFULLY

The purchase of any tutoring services offered by **PROFESSORS 121 LLC** (hereinafter "Company") constitutes a contractual agreement between you (hereinafter collectively referred to as "you," "your," or "Student") and Company, and represents your acceptance of Professors 121 LLC Terms & Conditions set out herein. Please ensure that you read carefully and understand these Terms & Conditions prior to purchasing tutoring sessions. These Terms & Conditions are subject to change at any time. You are bound by such revisions and should therefore request the latest version of the Terms & Conditions from an authorized representative of Professors 121 LLC before purchasing tutoring sessions.

1. Professors 121 LLC Services:

Company will provide virtual tutoring services using the Google Meet, Zoom or similar platform. The fee for such service may vary based on the subject and package purchased. Up-to-date pricing information is available on the Company website.

2. Disclaimer:

Company does not guarantee results, which are highly dependent on your personal effort. All tutors are independent contractors, not Company affiliates, agents or representatives. Company is not liable for the actions, omissions, errors, representations, warranties, negligence, misconduct or any other damages or expenses resulting from tutors.

To the extent permitted by law, you release Company from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of any actions of tutor or your failure to achieve results/success.

3. Fees:

All fees for tutoring services must be paid at least twenty-four (24) hours prior to a tutoring session. If payment is not received within such time, your tutoring session may be cancelled without notice.

4. Cancellation:

All cancellation requests must be received by Company in writing. If a session is canceled with less than twenty-four (24) hour notice, no refund will be offered. For packages of pre-paid tutoring sessions, only sessions scheduled more than one week after request for cancellation is received may be canceled, and 50% of the pro rata per session fee shall be refunded for canceled sessions.

5. Student Equipment/Conduct:

You represent that you have a reliable internet connection and a computer equipped to participate in tutoring sessions. In the event that a tutor has a poor internet connection resulting in the tutor's inability to conduct the session, the session will be rescheduled at no additional cost to you.

You agree that you will at all times maintain a professional relationship with the tutor and will only contact the tutor for tutoring

sessions provided by Company. You agree that you will not solicit or agree to receive any tutoring or other services from any Company tutor other than through the Company. In the event you are in breach of this Section 5, the Company may seek all remedies available under the law, including the cancellation of all tutoring sessions with no refund due to you. You further acknowledge that all educational materials provided by the tutor are proprietary materials of the Company and you hereby agree that you will not share any such educational materials with any other person.

6. Mediation and Arbitration of Disputes:

Any disputes related to the tutoring services provided by Company or directly or indirectly relating to these Terms & Conditions shall be first submitted to mediation in New Brunswick, New Jersey, before a mediator mutually agreed to by the parties. **If mediation is not successful, the dispute must be resolved by binding neutral arbitration in New Brunswick, New Jersey, under New Jersey law. You are hereby giving up any rights you might possess to have the dispute litigated in a court or jury trial in New Jersey or any other jurisdiction.** By purchasing tutoring services from Company, you are: 1) giving up your judicial right to discovery and appeal; 2) you may be compelled to arbitrate under the authority of the New Jersey code of civil procedure; and 3) you acknowledge that your agreement to this arbitration provision is voluntary.

Arbitration under this provision shall occur under the American Arbitration Association's commercial rules of arbitration and shall be limited to those disputes related solely to the tutoring services provided or these Terms & Conditions. Arbitration against Company must be commenced within one year following the date of tutoring completion. Company shall not in any case be liable for other than compensatory damages. Additionally, you hereby waive any right to punitive damages. You have read and understand the foregoing and agree to submit disputes arising out of the matters included in this provision to mediation and neutral arbitration as described in this Section. All parties agree to irrevocably waive their respective rights to a jury trial of any cause of action, claim, counterclaim, or cross-complaint in any action or proceeding and/or hearing brought by either party against the other on any matter whatsoever arising out of these Terms & Conditions or any agreement between you and Company.

7. General:

If any of these Terms & Conditions is in invalid or unenforceable, it will be struck out, and the remaining terms will remain in force. Headings are for reference purposes only. If Company does not act in relation to a breach by you or others of these Terms & Conditions, this does not waive our right to act with respect to subsequent or similar breaches. No person, other than an authorized representative of Company by a document in writing, is authorized to vary, add, or waive any term or condition set forth in the preceding provisions. You acknowledge that tutors are not authorized representatives of Company. These Terms & Conditions are governed by the laws of the State of New Jersey. These Terms and Conditions may be signed electronically which shall be deemed an original signature.

BY SIGNING BELOW, YOU HAVE READ THE ABOVE AND ACCEPT ALL TERMS & CONDITIONS. YOU ALSO ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE TUTORING SERVICES/PACKAGE WHICH YOU ARE PURCHASING.

Student Signature : _____.

Print Student Name : _____.

Address :

Parent Signature (if Student is under age 18) _____.

Print Parent Name : _____.

Date : _____.