

Your use of the ExcelChoice Education website, located at www.excelchoiceedu.com, and any mobile applications offered or hosted by ExcelChoice Education (collectively with the websites, the "Sites") is subject to these Terms of Use (these "Terms"). Please review these Terms prior to use of the Sites. You should not agree to these Terms unless you fully understand and accept each provision. By viewing, accessing, or using the Sites, including by signing up for tutoring sessions through the Sites, you represent that you have read, understood, and agreed to all provisions contained herein. If you do not agree to these Terms, please do not use the Sites

Business Transactions:

You acknowledge and agree that you shall be responsible to pay any cost associated with your invoice or delivery of services offered through the Sites. These costs may include, without limitation: (a) session fees owed to tutors/coaches; (b) % 100 of the session fee for cancelation owed to tutors if session is cancelled with fewer than 12 hours, (c) any service fees, if applicable.

When you schedule a session, you will be asked to provide information for the credit card, debit card, or PayPal account that you prefer to be charged in connection with the session. You will confirm with the tutor if session is online via Zoom.

All monthly sessions will be deducted from credit card, debit card, or third-party app that you have on file. Failure to do so may cancel tutoring sessions for that week and the allotted tutoring time will be available for the next potential client. Payment will not be prorated, and full payment will be required.

Cancellations and Refunds,

Please contact your Tutor for cancellations via text or phone call. We understand that circumstances can be out of our control. ExcelChoice Education requires a minimum of twenty-four (24) hours' notice to reschedule a session. An inconvenience fee of \$10 will be due immediately and there will be no opportunity to make up the session if sufficient notice is not provided. The authority to cancel/reschedule sessions within 24 hrs is only allowed by the customer (parent/guardian/adult student). Minimum chargeable session length is one hour.

After the session is complete, you will get an email that includes a summary of the session, including the actual session length.

If You and Student are late to session, that time will be deducted from session. For example, if session is at 3:00pm, and client arrives at 3:10pm, there is fifty (50) minutes left in the session. Time/payment will not be changed or prorated. All appointments are cancelled after fifteen (15) minutes. The Tutor may have back-to-back appointments, therefore, it is important that the Tutor, parent/guardian, and Student are accommodated fairly.

If the Tutor needs to cancel a session for any reason, you will be notified twelve (12) hours in advance via phone call or text. If the Tutor is late for a session, the current session time will remain 1 hour. No time lost.

Refunds are not available for any Sessions, tuition, merch, or digital products purchased by a Student, Parent, or user)

In the event that a parent/guardian wants to cancel service, he/she must notify ExcelChoice Education via email at info@excelchoicedu.com, with the Subj: "CANCEL SERVICE" with body of email stating, "I, (first name, last name) wish to cancel my service with ExcelChoice Education" before the next invoice is due and complete remaining tutoring sessions for the month. If not, you (the user, client, student) understand that there are no refunds. The payee, client, or student may not give away remaining paid services to another student or client. You will receive an email within 48 hours asking the reason for your cancellation and to help us better serve our clients and future clients. If we can accommodate you, service will not be canceled and will resume as is. If we cannot accommodate you, you will receive an email within 24 hours confirming that your service with ExcelChoice Education is cancelled and that there will be no further charges. The date of your email cancellation request will be acknowledged as the cancellation date.

Your Referral Reward

For each referral that books a service, buys merch or digital products with ExcelChoice Education, you will receive \$20.00. Payment must clear to qualify. You will receive referral money within 3 business days (M-F).

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Materials provided by a tutor/coach and any concepts, models or other tutoring/coaching tools shall belong to the Tutor/Coach. The Tutor/Coach grants the Student or Parent a limited revocable licence to use such material solely for the purposes of participating in the Tutor/Coaching sessions. Without limitation the Student or Parent may not distribute, copy, sell or otherwise use any such material without the prior written consent of the Tutor/Coach, unless they are materials purchased by ExcelChoice Education for the client.

You are not permitted to record any tutor session under any circumstances. Any recording of any tutor session shall belong to ExcelChoice Education and shall not be reproduced for any reason without the prior written consent of ExcelChoice Education.

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ExcelChoice Education is not responsible for the attendance of Students at Tutor Sessions. Parent, Guardian, or Care-Provider is responsible and is to be at the location of the session at the agreed time.

In no event shall ExcelChoice Education, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to You for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Website, the Services or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage.

ExcelChoice Education does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of ExcelChoice Education. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

From time to time You may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, You agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

ExcelChoice Education specifically excludes liability for any loss, harm, distress or damage suffered by You or any third party as a result of inaccurate information appearing on the Website

Communications

You consent to receive communication correspondence from ExcelChoice Education va email, text, or phone.

Modification of Terms

At our discretion, ExcelChoice Education may edit, add, or remove parts of this agreement. If we do make changes to these Terms of Use, we will make a reasonable effort to provide notice.

Prohibited Conduct

You are solely responsible for your conduct while on our site, and agree to abide by all laws, contracts, intellectual property and third-party rights.

Termination

ExcelChoice Education reserves the right to terminate access to our site and block future use of our services if we deem these Terms of Use have been violated. We reserve the right to cancel any agreement or service at any given time.