

Terms and Conditions

Agreement between User and Ace Tutors LLC

The theacetutors.com website is comprised of various web pages operated by Ace Tutors LLC (herein referred to as Ace Tutors). For the purposes of these Terms and Conditions, unless stated otherwise, all references to Ace Tutors also refer to theacetutors.com and Ace Tutors LLC. The Ace Tutors website is offered to you on the condition of your acceptance without modification of the terms, conditions and notices contained herein (the “Terms”). Your use of the Ace Tutors website constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

The primary purpose of Ace Tutors is to provide in-person tutoring services to college students.

Privacy

Your use of the Ace Tutors website is subject to the Ace Tutors Privacy Policy. Please review this Privacy Policy, which also governs the Ace Tutors website and informs users of Ace Tutors’s data collection practices.

Electronic Communications

Visiting the Ace Tutors website or send messages and/or emails to Ace Tutors or any of its employees or contractors constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that Ace Tutors provides to you electronically, via email, text message and the Ace Tutors website, satisfy any legal requirement that such communications be in writing.

Your Account

If you use the Ace Tutors website, you are responsible for maintaining the confidentiality of your account ad password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Ace Tutors is not responsible for third party access to your account that results from theft or misappropriation of your account. Ace Tutors and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in the sole discretion of Ace Tutors.

Tutoring Requests

In order to request tutoring by Ace Tutors, you must create an account and submit a request through the Ace Tutors website. As part of your request, you must also include a valid credit or debit card for payment requested Ace Tutors services.

Tutoring Sessions

A tutoring session is defined as any time you and an employee or contractor of Ace Tutors meet, in-person or electronically, to discuss any academic course material as part of your requested

tutoring. Your tutor is defined as the employee or contractor assigned to provide you with your requested tutoring services. Unless otherwise agreed upon by you and your tutor, you agree to a session duration length of 1 hour. Tutoring sessions must be made at least 24 hours before the scheduled start-time unless deemed acceptable by your tutor. Unless deemed acceptable by your tutor, in the course of your tutoring sessions, your tutor has NO reasonable expectation or obligation to:

- Reschedule or otherwise cancel a session, without payment to Ace Tutors, for which you did not show up or attempted to cancel within 24 hours of its start time,
- Wait more than 10 minutes beyond the agreed session start time for you to arrive,
- Provide you with answers, solutions, or other assistance that violates your academic institution's academic dishonesty, integrity or similar rules,
- Carry out any sessions with other attendees besides yourself,
- Remain at the tutoring session beyond the end time that is implied by the agreed session duration length (1 hour unless otherwise specified), and/or
- Schedule or carry out future tutoring sessions with you
 - The tutor must, however, communicate with Ace Tutors sensible reasons for discontinuing the sessions

Payments

Ace Tutors offers tutoring services in single hour and multiple hour packages. Additionally, Ace Tutors offers payment plans for multiple hour packages with 1, upfront payment or in weekly payment increments. **YOU WILL NEVER BE CHARGED UNTIL YOU COMPLETE YOUR FIRST SESSION.**

Single Sessions

If you request tutoring with a single hour package, you will be charged the price of that session (equal to the hourly rate multiplied by the session duration) after every completed session. For example, if you requested a single hour at a \$60 hourly rate and you and your tutor complete a 1.5-hour session, you will be charged \$90. Your balance will be \$0 and you will be charged in an identical manner for future sessions.

Upfront Payments

If you request tutoring with a multiple hour package and elect to pay your package payment amount in a single payment, you will be charged the entire price of the package (equal to the hourly rate multiplied by the total package duration) after your first session. This amount, minus your first session price, will be your remaining balance to use towards future tutoring sessions. For example, if you requested a 5-hour package at a \$50 hourly rate and you and your tutor complete a 1-hour session, you will be charged \$250 for the full package. The \$50 individual session will be subtracted from this \$250 balance and you will have \$200 remaining for future sessions. If you complete sessions exceeding your initially purchased package, you will still be "locked-in" to your original hourly rate for all future sessions. These sessions will be paid for as single sessions at your hourly rate (\$50/ hour in the example above).

Weekly Payments

If you request tutoring with a multiple hour package and elect to pay your package payment amount in weekly increments, you will be charged your hourly rate each week starting after you complete your first session. Weekly payments will continue in this manner until you have paid your entire package price. For example, if you requested a 5-hour package at a \$50 hourly rate, after your first session, you will be charged \$50 every week until you have paid for your entire package (5 payments). If you complete sessions exceeding your initially purchased package, your remaining weekly payments will be increased by the number of hours you exceed your initially purchased package. For example, if you requested a 5-hour package at a \$50 hourly rate, completed 5 hours of sessions, but only paid 4 weekly payments of \$50 (\$200 total) so far, you would have 0 package hours remaining and 1 weekly payment remaining. If you were to complete 1 more 1-hour session, your package hours remaining would stay at 0 and your weekly payments remaining would increase from 1 to 2. Payments will continue while you continue to complete sessions and still have weekly payments remaining.

Refund Policy

Ace Tutors reserves the right, in its sole discretion, to decide when and in what amount refunds may be given to its users and customers. All refund requests must be submitted to Ace Tutors within 48 hours of completing the most recent problematic session. After this time, refunds may still be considered minus the price of the most recent problematic session.

You MAY qualify for a refund if you meet the following criteria:

- You attended your first session of a new semester and were unsatisfied. The legitimacy of your dissatisfaction is up to the sole discretion of Ace Tutors. In this case, a full refund of your requested package may be given.
- You attended your second session of a new semester and were unsatisfied with both of your first two sessions. The legitimacy of your dissatisfaction is up to the sole discretion of Ace Tutors. In this case, the price of the first session is considered forfeit to Ace Tutors. The price of the second session and any remaining balance may be refunded.

All other refund requests after your first 2 sessions without complaint will only be considered up to 35% of your purchased package price.

Note: For packages elected to be paid with weekly payments, “refunds” can come in the form cancelling future weekly payments and/ or returning funds for past weekly payments collected by Ace Tutors.

Academic Dishonesty

You and your tutor(s) must, at all times, abide by the Honor Code and/or other academic integrity policies set forth by the institution at which the customer is currently enrolled. Unless explicitly documented by the institution or university, Ace Tutors reserves the right, in its sole

discretion, to decide whether an act is considered to violate the institution or university's Honor Code or other academic policies. If a tutor is found to be participating in any act of academic dishonesty, Ace Tutors will thoroughly investigate the situation and act accordingly. Except in extenuating circumstances, Ace Tutors will terminate its contract with the tutor for all current and future services. If a customer (you) is found to be participating in any act of academic dishonesty, Ace Tutors will thoroughly investigate the situation and act accordingly. Except in extenuating circumstances, Ace Tutors will terminate all services provided to the guilty party. In this event, all agreements by Ace Tutors to provide services to the guilty party will become void. Ace Tutors will collect any payments due up to and including the act of academic dishonesty. All funds collected for services beyond the act of academic dishonesty will be returned to the guilty party.

Children under Thirteen

Ace Tutors does not knowingly collect personally identifiable information from children under the age of thirteen, in accordance with the Children's Online Privacy Protection Act. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

Links to Third Party Sites/ third Party Services

The Ace Tutors website may contain links to other websites ("Linked sites"). The Linked Sites are not under the control of Ace Tutors and Ace Tutors is not responsible for the contents of any Linked Site, including, but not limited to, any link contained in a Linked Site, or any changes or updates to a Linked Site. Ace Tutors is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Ace Tutors of the site or any association with its operators.

Certain services made available via the Ace Tutors website are delivered by third party sites and organizations. By using product, service or functionality originating from the Ace Tutors website domain, you hereby acknowledge and consent that Ace Tutors may share such information and data with any third party with whom Ace Tutors has a contractual relationship to provide the requested product, service or functionality on behalf of the Ace Tutors's users and customers.

No Unlawful or Prohibited Use/ Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Ace Tutors website strictly in accordance with these Terms of use. As a condition of your use of the Ace Tutors website, you warrant to Ace Tutors that you will not use the website for any purpose that is unlawful or prohibited by these Terms. You may not use the website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Ace Tutors website.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Ace Tutors website. Ace Tutors content is not for resale. Your use of the Ace Tutors website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Ace Tutors and the copy right owner. You agree that you do not acquire any ownership rights in any protected content. Ace Tutors does not grant you any licenses, express or implied, to the intellectual property of Ace Tutors or our licensors except as expressly authorized by these Terms.

International Users

The Ace Tutors service is controlled, operated and administered by Ace Tutors from our offices within the USA. If you access the Ace Tutors website or service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Ace Tutors content accessed through the Ace Tutors website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Ace Tutors, its officers, directors, employees, contractors, agents and third parties, for any losses, costs liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of the of inability to use the Ace Tutors website or services, any user postings made by you, your violation of any terms of the Agreement or your violation of any right of an third party, or you violation of any applicable laws, rules or regulations. Ace Tutors reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event, you will fully cooperate with Ace Tutors in asserting any available defenses.

Arbitration

In the even the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the even that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or

indirectly, included Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. The arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Ace Tutors agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE ACE TUTORS WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ACE TUTORS LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACE TUTORS LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE ACE TUTORS WEBSITE, WITH DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR

FAILURE TO PROVIDE SERVICES, OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ACE TUTORS LLC OR ANY OF ITS SUPPLIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE ACE TUTORS WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSION REMEDY IS TO DISCONTINUE USING THE ACE TUTORS WEBSITE AND SERVICE.

Termination/ Access Restriction

Ace Tutors reserves the right, in its sole discretion, to terminate your access to the website and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Ace Tutors website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Ace Tutors as a result of this agreement or use of the website. Ace Tutors's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Ace Tutors's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Ace Tutors website or information provided to or gathered by Ace Tutors with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Ace Tutors with respect to the website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Ace Tutors with respect to the Ace Tutors website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Ace Tutors reserves the right, in its sole discretion, to change the Terms under which theacetutors.com and the Ace Tutors service is offered. The most current version of the Terms will supersede all previous versions. Ace Tutors encourages you to periodically review the Terms to stay informed of our updates.

Contact Information

Ace Tutors welcomes your questions or comments regarding these Terms. If you wish to contact Ace Tutors, please do so through the website or at:

Ace Tutors LLC
2890 Brighton Blvd, #349
Denver, CO 80216

Email Address:
contact@theacetutors.com

Phone Number:
720-295-0396

Effective as of January 4, 2022