

Terms Of Use

This is a legal agreement ("Agreement"). between you (USER) and I Can Do It! Tutoring Center-Bradenton, LLC ("PROVIDERS"). By purchasing the services of I Can Do It! Tutoring Center-Bradenton, LLC you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to these requirements and the terms and conditions of this Agreement, do not accept them.

- 1. Grant of Agreement.** Subject to the terms and conditions of this Agreement, the PROVIDERS agree to provide tutoring services at frequencies and for durations to be determined by USER.
- 2. FEES and DISCOUNTS** policy. Unless otherwise agreed in writing all fees are due at or before the commencement of services. Any payments via credit card, check or money order which are stopped by the purchaser or unavailable due to insufficient funds may result in course cancellation without notice and additional fees to USER at the discretion of PROVIDERS. USER agrees to be responsible for the timely payment of all fees and further agrees to pay interest at the rate of 18% per annum on any past due fees. Provider may grant you discounts of fees based on your stated agreement to purchase quantities of sessions or services. The granting of discounts is contingent upon purchasing the agreed upon quantities. Otherwise, rovider's full fee is due for all services rendered.
- 2. Refund/Cancellation/Expiration** policy. A refund of purchase price less a 10% processing fee will be given prior to the third session. Thereafter there shall be no refunds or cancellations of this agreement. Inappropriate behavior by students may also result in immediate cancellation without refund at the discretion of the Registrar. You agree to pay for missed sessions regardless of cause and for sessions cancelled with less than two business days notice.
- 3. Restrictions.** Some of PROVIDERS materials contain copyrighted material, trade secrets, and other proprietary materials of the PROVIDERS. You agree that in order to protect those proprietary materials, except as expressly permitted by applicable law, neither you nor a third party acting on your behalf will: (i) copy; (ii) modify or create derivative works of; or (iii) sell, distribute, rent, lease, sublicense or otherwise transfer the materials or course content to a third party,
- 4. Termination.** This Agreement is effective until terminated for reasons approved herein or upon the expiration without renewal of payments for services. Upon any violation of any of the provisions of this Agreement, access to services shall automatically terminate. You may also terminate this Agreement at any time by notifying I Can Do It! Tutoring Center-Bradenton, LLC that you want to terminate the agreement.
- 5. Limited Warranty.** USER's use of the service is at USER's sole risk. The service is provided on an "as is" and "as available" basis. PROVIDERS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. PROVIDERS makes no warranty that (i.) The service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.
- 6. LIMITATION OF LIABILITY.** In no event will the providers be liable for any costs lost profits, or any other Special, indirect, consequential, or incidental damages arising from this agreement.
- 7. General Terms and Conditions.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Florida, Lee County, without regard to or application of its choice of law rules or principles. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

THIS AGREEMENT constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings, communications or agreements, written or oral regarding such subject matter. PROVIDERS may, in their sole discretion, modify portions of this Agreement at any time. PROVIDERS may notify USER of any changes by posting notice of such modifications on the I Can Do It! Tutoring Center-Bradenton, LLC web site(s) or sending notice via e-mail, postal mail or other means. USER's continued use of the services provided by PROVIDERS following notice of such modifications shall be deemed to be USER's acceptance of any such modifications to the Agreement. If USER does not agree to any such modifications, USER must immediately stop using services provided by PROVIDER.

Printed Name Of Student

Signature of Student or Parent or Legal Guardian as USER

Date

Signature of authorized PROVIDER's representative

Date