

Tutoring Agreement

North Avenue Education, LLC ("North Avenue") is dedicated to supporting students holistically as they gain mastery and build skills. To make the most of tutoring, students are expected to honor scheduled sessions, complete assigned homework, and communicate transparently about learning needs.

Detailed lesson insights are emailed after each session; to reach your tutor directly, simply hit "reply" to these emails. If you have an urgent or sensitive matter to discuss with your tutor, email Client Support to schedule a brief phone call.

Your <u>online account</u> also supplies direct access to all lesson insights, session calendar, important documents, and billing history for the duration of your engagement.

Pricing & Packages

Our current hourly rates and prepaid package options are <u>viewable online</u>. All new hourly students are subject to a **\$95 lifetime registration fee**. This fee supports onboarding, data entry and maintenance, tutoring materials, and all administrative processes over the course of a student's tutoring engagement.

Package balances expire 12 months from purchase date. If opting for a package after commencing hourly tutoring for the same service, we'll gladly apply payment for your first tutoring session and registration fee to the package invoice.

All sessions are 55 minutes, unless otherwise specified or arranged. Regardless of your preferred payment method, credit card information is required in order to initiate tutoring and book sessions. Payment is processed via credit card (3% fee applies) or ACH transfer (no fee) at time of purchase for packages, or weekly for hourly tutoring. North Avenue reserves the right to refuse services consequent upon multiple missed sessions, late payment, underpayment, unavailable funds, or payment not in the forms listed above.

Custom group tutoring may be available through special arrangement. Contact us for more details.

Scheduling & Cancellations

When scheduling, we recommend consistent, regular sessions within a defined timeline. Multiple cancellations and rescheduled sessions will put this consistency at risk. In the event of sickness or lack of transportation, we advise conducting in-person sessions online.

Scheduling is dependent on tutor availability and cannot be guaranteed prior to test date, final exam, or admissions deadlines. For best outcomes, we advise scheduling all desired sessions in advance and, to this end, offer priority scheduling with all tutoring packages.

Cancellations or changes must be received at least 24 hours in advance. Courtesy session reminders, including links to cancel, are available via email or SMS. Late-canceled or no-show sessions are counted as missed and billed in full or deducted from a package balance. Repeated cancellations or missed sessions may prompt outreach or result in the suspension of a tutoring engagement. Tardiness past 15 minutes from session start time is considered a no-show.

If a tutor is forced to cancel a session, every effort will be made to contact affected students with as much advance notice as possible. In such an event, Client Support may arrange for the session to be conducted online, secure a substitute tutor, or reschedule the session.

If your tutor leaves North Avenue, we will recommend an alternate tutor (or tutors) to fit your goals and needs.

INCLEMENT WEATHER

In the event of weather-induced school closures, in-person sessions will be conducted online. When inclement weather is forecasted, Client Support will be proactive in reaching out to arrange online sessions.

If schools stay in session, but weather impedes safe travel, please contact Client Support as soon as possible to arrange for an online session.

REFUNDS

Tutoring purchases and fees are non-refundable. Package balances may be transferred to a similar service of equal or lesser value, pending approval, but may not be transferred between accounts.

Additional Policies

CLASSES & WORKSHOPS

Classes and workshop registrations are nonrefundable. Termination or modification of a registration must be made 10 days prior to the first session to qualify for a credit. Under-enrolled classes and workshops may be subject to cancellation. In such an event, registration may be transferred to a new class or applied toward 1:1 tutoring.

No partial refunds will be granted for unattended class or workshop sessions. Missed class or workshop sessions cannot be made up, but tutors may email lesson recaps and presenter slides to absent students upon request. With advance notice, recordings of online class or workshop sessions may also be made available upon request.

If a tutor needs to miss a scheduled session of a class or workshop due to illness or another unforeseen circumstance, the class may be conducted online or another expert tutor may be asked to substitute; if no substitute is available, a makeup class date will be provided.

PRACTICE TESTS

Paid practice test registrations are nonrefundable, but may be applied toward an alternate date or test if at least 24 hours' notice is provided. Free in-person practice tests are transferable **with payment** to alternate practice test dates or formats.

Digital practice tests are accessible for two weeks from date of activation, regardless of test completion.

NORTH AVENUE PROMISE

If you aren't completely satisfied with your tutor, let us know within 30 days of your first session. We'll work with you to find the best fit and offer a free session with your new tutor.

REFERRALS

When you refer a friend, you'll receive a \$50 credit on your account when they begin tutoring. Credits are valid for one year and can be used for any service, but are non-transferable between accounts.

PRIVACY

North Avenue protects all parent and student personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. North Avenue will not share any information with a third party (except as defined below), but reserves the right to release non-personally identifiable information collected in aggregate.

By consenting to this agreement, you release North Avenue to discuss test scores, grades, and educational support information with your student's college counselor, school administrators, teachers, and other professionals who directly support the services provided under this agreement. If you have any concerns, contact grow@northaveeducation.com.

AMENDMENTS

All policies and sections of this agreement, including but not limited to Pricing & Packages, are subject to change upon notice. By continuing to use North Avenue's services, you agree to any and all changes.

In consideration for the services NORTH AVENUE will provide to Student, the consenting parties, for themselves and for their respective heirs, personal representatives and assigns, agree as follows:

Release and Waiver

The consenting parties hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NORTH AVENUE, its officers and employees, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Student's receipt of services from NORTH AVENUE pursuant to this agreement, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless

The consenting parties also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Student's receipt of services under this agreement, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Severability

The consenting parties expressly agree that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding

The consenting parties have read the foregoing release and waiver of liability and indemnity, and have had the opportunity to ask questions about the same. The consenting parties fully understand this agreement, that the consenting parties are giving up substantial rights in connection herewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

BY CHECKING THE BOX ONLINE, we acknowledge we have read the terms specified herein and agree to be bound by the same.

Payment Authorization

Regardless of preferred payment method, credit card information is required in order to initiate tutoring and book sessions. Payment is processed by credit card (3% fee applies) or ACH transfer (no fee) at time of purchase for packages, and weekly for hourly tutoring.

BY CHECKING THE BOX IN THE ONBOARDING FORM, we do hereby:

- Represent and warrant to North Avenue Education, LLC ("North Avenue") that we are authorized by the entity
 issuing the account associated with our client profile to make charges to such account and to sign on behalf of the
 credit card holder or bank accountholder;
- 2. Fully authorize North Avenue Education, LLC to maintain the associated account information on secure file until such time as we discontinue using North Avenue's services;
- 3. Pay all fees owing for such services pursuant to the Tutoring Agreement;
- 4. Fully authorize North Avenue to process and charge the account without further authorization as "signature on file" for tutoring services and fees pursuant to the Tutoring Agreement.