



TUTORING TERMS OF SERVICE

1. Acceptance of Terms: By using the services of The Active Reader Inc. dba Novel Tutoring (hereinafter referred to as "Company"), you ("Client" or "you") agree to these Terms of Service. Please read them carefully.

2. Tutoring Services: The Company agrees to provide tutoring services as requested by the Client. The content, frequency, and duration of the tutoring sessions will be agreed upon between the Client and the Company during the scheduling process.

3. Payment for Services: Tutoring fees are payable by credit card, and Client will always maintain valid credit card information with the Company. Client agrees to be automatically charged by Company at the beginning of each month for all tutoring sessions scheduled in that month, at the agreed-upon tutoring rate for each session. Any additional costs or materials required will be communicated in advance.

4. Cancellation Policy: Clients wishing to cancel a scheduled tutoring session must notify the Company at least 24 hours in advance of the scheduled session. If a Client fails to provide at least 24 hours' notice of cancellation, they will be charged the full fee for the missed session.

5. Confidentiality of Tutor Information: Clients agree not to publish, disclose, or disseminate any private, confidential, or proprietary information regarding their assigned tutor, or any other tutor, employee or officer of the Company. This includes, but is not limited to, the tutor's personal details, contact information, and any related matters. Breaching this term will be considered a significant violation of these Terms of Service, and we will reserve the right to suspend tutoring services and / or take legal steps in response.

6. Warranties and Representations: The Company makes no warranties, either expressed or implied, regarding the results or outcomes of the tutoring services provided.

7. Indemnification: The Client agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Service or any activity related to the Client's use of the tutoring services.



8. Modifications to the Terms: The Company reserves the right to update or modify these Terms of Service at any time. Any changes will be effective immediately upon posting to the Company's website, and continued use of the services by the Client after any such posting will constitute acceptance of the revised terms.

9. No Transfer: Clients may not transfer or assign their rights and obligations under these Terms of Service without the written consent of the Company.

10. Force Majeure: Neither party shall be held liable or responsible for any delay or failure in performance due to unforeseen circumstances or causes beyond their reasonable control, including but not limited to acts of God, wars, strikes, epidemics, governmental actions, or natural disasters.

11. Third-party Resources: The Company may use third-party platforms or resources for online tutoring. The Company is not responsible for content, policies, or actions of these third parties.

12. Termination: Either party may terminate the engagement with 14 days written notice. Any prepaid amounts for pre-paid sessions scheduled to take place after the termination date will be refunded to the Client, minus any fees for sessions not cancelled with at least 24 hours' notice.

13. Limitation of Liability: The Company's liability in contract, tort, or otherwise arising from or connected with these Terms or the provision of tutoring services is limited to the fees paid by the Client. The Company shall not be liable for any indirect or consequential loss.

14. Governing Law: These Terms of Service are governed by and construed in accordance with the laws of Ontario, Canada. Any disputes arising out of or in relation to these Terms shall be subject to the exclusive jurisdiction of the courts of Ontario, Canada.

15. Dispute Resolution: In the event of a dispute, the parties agree to seek resolution through mediation before pursuing legal action. If mediation is unsuccessful, the parties reserve the right to take legal action.

16. Entire Agreement: These Terms of Service contain the complete understanding between parties and supersede all prior negotiations, understandings, and agreements.

By using the Company's services, Clients acknowledge that they have read and understood these Terms of Service and agree to be bound by them.