

# PRIVATE GROUP SERVICE

Math, Computer Science, and Finance

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**Web:** <https://tutors.acme-nyc.com>

This Agreement is with respect to rendering of private tutoring group services for the Patron/Student. Whereas, Tutor is a professional of good standing and engaged in the business of private tutoring and possesses expertise in the Subject; Whereas, Patron/Student wishes to engage Tutor to learn about the Subject; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## 1 PRIVATE GROUPS

### 1.1 GROUP SESSIONS

Group sessions are 2 hours long, once a week for 12 weeks for students to master the material; and takes place online. The tutoring session will include review of major concepts in the Subject, solving problems involving such concepts, and answers to any questions or engage in discussion that may arise about the Subject, and as outlined in the Syllabus.

### 1.2 TESTS

A Pre-Test and Post-Test will be given when applicable; a Post-Test will be administered to the student after 24 hours of instruction to gain insight into the effectiveness of the group program; our goal is to see an improvement of 60% or more on their Post-Test/Pre-Test comparison.

### 1.3 STUDY MATERIALS

Study material will be assigned and prepared by Tutor when applicable.

### 1.4 RELEVANT PAPERWORK

A Syllabus will be issued to Student as a guideline to follow for the duration of the course. A written Progress Report, which must be signed by Patron/Student, will be issued every 4 group sessions.

### 1.5 CORRESPONDENCE

All correspondence from Patron/Student will receive a response by Tutor within 12 hours (with the exception of unforeseen circumstances).

### 1.6 CONFIDENTIALITY

All group sessions are strictly confidential. Tutor and/or Patron/Student will not at any time or any manner use, divulge or disclose any information obtained about other group member's academic history without permission. Tutor may collect and process information about Student for administrative purposes and will not share personal data with third parties.

## 2 PATRON/STUDENT RESPONSIBILITIES

### 2.1 AGE REQUIREMENTS

If Student is under 18, permission from a parent/gaurdian/Patron must be granted to participate in the course. Patron confirms that they have the legal authority to consent to Student's participation in the online group. Patron also acknolwedges the importance of providing adequate supervision of Student to ensure safety and compliance with Tutor's guidelines.

## **2.2 TECHNOLOGY REQUIREMENTS**

Patron/Student agrees to ensure that the Student has access to a modern computer with at least 8 GB of memory released in the past 10 years capable of streaming audio and video without issues or comparable device with a stable internet speed of at least 100 MB/s, and any software or tools necessary to meet online.

## **2.3 LIABILITY**

Patron/Student acknowledges Tutor will make reasonable efforts to ensure the quality and safety of group sessions. Tutor will not be held liable for any direct or indirect damages, including but not limited to accidents, injuries, or technical issues that may arise during group sessions. Patron assumes all responsibility for Patron/Student's participation.

## **2.4 SCHEDULING**

All sessions are scheduled beforehand. Patron/Student is responsible for attending group sessions. Warranty is void if Patron/Student misses more than three sessions. In the case of emergency, Tutor will reschedule missed sessions at a convenient time.

## **2.5 GROUPS**

Patron/Student and Tutor agree to attend all group sessions in and shall treat fellow group members and Tutor with respect and refrain from engaging in harassment, discrimination, or disruptive behavior; failure to do so, may result in Patron/Student's removal from the course without a refund. Patron/Student must inform Tutor of any issues the Student may have (such as learning disabilities, diabetes, etc) and is responsible for any relevant study materials (such as books, videos, etc.).

# **3 COMPENSATION AND PAYMENTS**

## **3.1 FEES**

Group fees must be paid in advance prior to the start of group sessions; missed sessions will not be refundable. Online payments can be made through Paypal, Zelle, or Apple Cash to 646-280-7089. Advance payments of fees are nonrefundable with the exception of Warranty. Fees are rounded to the nearest hour.

## **3.2 NEGOTIATED PRICES**

You may use Auction A.I. on the Acme Tutors web application to negotiate tutoring fees. Negotiation with a human is not available; all Patrons/Students will use the same process for negotiating the price. Prices, once negotiated, must be honored throughout the length of this agreement.

# **4 WARRANTIES AND GENERAL CONDITIONS**

## **4.1 WARRANTY**

If the student does not improve their understanding of the Subject material after 24 hours of tutoring, Patron/Student will be entitled to the full refund of all fees.

## **4.2 COUNTERPARTS**

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date. The undersigned agrees to the terms of this agreement.