

GENERAL TERMS OF SERVICE, CONSENT, WAIVER AND RELEASE OF LIABILITY,
AND INDEMNITY AGREEMENT

remoteUprep, LLC
a Delaware Limited Liability Company

DECLARATIONS:

This Agreement is entered into between remoteUprep, LLC, a Delaware limited liability company ("Company") and the signed ("I" or "You") as of the date you sent your contact request. If your contact request is accepted, you will receive an e-mail with the name of the signature and the date you submitted the request, along with a copy of this Agreement. Company is in the business of providing an on-line marketplace platform for academic tutoring and educational consulting. You desire to enter into this Agreement with Company to receive tutoring and/or consulting services, as set forth below, and you agree to pay Company for such services, all on the terms and conditions contained in this Agreement.

TERMS OF SERVICE:

Payment is due upon receipt of invoice and payments are to be paid within 24 hours. A late fee equal to 5% of the amount then due will be incurred for any payment not received within five (5) days of receipt of invoice. In addition, you will incur a finance charge of the lesser of 1.5% per month or the maximum amount allowed by law on any amount remaining unpaid after ten (10) days following receipt of invoice. Any payments you make will always be applied first (if applicable) to late fees, then accrued interest and then to the principal on any unpaid balance. You agree to pay any attorney fees, court costs, or other costs incurred in collection of delinquent accounts arising under this Agreement. In the event payment of any amounts due hereunder is not current, the Company may suspend performing further Services.

Schedules or time frames of consulting sessions will be set forth by Company consultant or otherwise mutually agreed upon. Refunds may be available upon request, on a case by case basis, as determined in the sole discretion of the Company. However, refunds are not available after the start of a session, unless it is your first session with an Educator/Advisor account. In this case, you can request a refund valued at 30 minutes of your session. This refund may only be used once and therefore only applied to one Educator/Advisor account. Cancellations of a scheduled session, with fewer than 24 hours advance notice, will be charged 50% of the fee.

The Company has the right to discontinue its relationship with you at any time for any reason or no reason. You have the same right. However, following the expiration or termination of this Agreement, you shall continue to be obligated to pay all invoices and other amounts due, under the terms and conditions provided above, relating to the Services provided by Company to you, prior to such expiration or termination, regardless of which party terminates the Agreement or for what reason.

All content, whether written, electronic, or verbal provided by Company or Company's consultant to you related to the Services is intellectual property of the Company, exclusively owned by the Company or its affiliates. Your purchase of Company Services does not provide any license rights to such content. This means that sharing the content with others (other than an immediate family

member) is strictly prohibited and entitles Company to recover damages and fees from you for any such content shared and all costs and fees associated with the enforcement and collection thereof, including but not limited to attorney fees and costs. **Recordings are strictly prohibited unless the Educator/Advisor consents by providing written approval. Summaries of each session may be provided upon a request before starting the session.**

Client is responsible for having any necessary accessories or products needed for the session. All Services will be provided virtually via videoconferencing or over the phone at your request.

Neither Company, nor any Company consultants are accounting, tax, legal or financial professionals. You understand and agree that the Services do not and shall not be interpreted to include or involve any such legal, tax or other financial advice and may not be relied upon as such. Before acting on any information provided as part of the Services, you should meet with a CPA, lawyer, financial professional and/or other professional to determine the applicability and relevance of such information to you and your circumstances.

THE COMPANY MAKES NO GUARANTEE OF ANY PARTICULAR RESULTS FROM ITS SERVICES, THE CONTENT RELATED THERETO OR THE PRODUCTS SOLD THROUGH ITS WEBSITE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, BEING FREE FROM DEFECTS OR OTHERWISE.

INFORMED CONSENT/NO GUARANTEE:

I understand that the lessons and products offered by the Company do not guarantee any particular results or outcomes. I understand that neither Company, nor any Company consultants are accounting, tax, legal or financial professionals. I understand and agree that the Services do not and shall not be interpreted to include or involve any legal, tax or other financial advice and may not be relied upon as such. I understand that my participation in any sessions sponsored by the Company is contingent upon my agreement to the terms and conditions set forth in this Agreement.

WAIVER AND RELEASE OF LIABILITY:

I agree on behalf of myself (and all my personal representatives, heirs, executors, administrators, agents, and assigns) to forever waive, release and discharge Company (and its affiliates, related entities, employees, contractors, agents, representatives, successors, and assigns) from any and all responsibility, claims, damages, obligations, liability, or causes of action, whether known or unknown, arising out of or relating to the acts or omissions of Company, or any of their respective affiliates, employees, contractors, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, interruptions of service or operation of the website or videoconferencing applications, (b) inaccurate information or negligent instruction or supervision, including Company consultants, and/or (c) negligent hiring or retention of employees or contractors providing Services.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST OPPORTUNITY, IN CONNECTION WITH THE SERVICES, ANY COPYRIGHTED MATERIALS OR THIS AGREEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE SERVICES IN QUESTION.

INDEMNIFICATION/HOLD HARMLESS/COVENANT NOT TO SUE:

By execution of this agreement, I hereby agree to forever indemnify, defend and hold harmless Company from any loss, liability, damage, obligation, responsibility, expense or cost Company may incur as a result of my actions or omissions or Company's provision of products, materials, information, consultation or other services provided to me. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for such fees and costs. I further agree not to sue and hold harmless Company, its principals, agents, employees, contractors and volunteers from any liability arising from or relating to the Services.

SEVERABILITY:

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

ACKNOWLEDGEMENTS

You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a waiver and release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Company, its employees, contractors, agents, representatives, successors or assigns for, among other causes, Company's negligence, or for any defective information or advice from Company and its consultants. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

MISCELLANEOUS PROVISIONS:

Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding on, you and the Company and the successors, assigns, employees, legal representatives, heirs, distributees, and transferees of each.

Entire Agreement. This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.

Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts to be performed entirely within such state. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction, including in personam jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement.

By signing your name on the prompt next to this PDF before submitting your Contact Request, you acknowledge and agree to all of the terms and conditions contained in this Agreement, as of the date set forth recorded on your request.