

Terms of Use

Last updated: July 3, 2021

Please read these Terms of Use carefully before using Our Platform.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms of Use:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Account means a unique account created for You to access our Platform or parts of our Platform.

Country refers to: Colorado, United States

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to remoteUprep, LLC, 709 Mohawk Dr, CO 80303.

Content refers to content such as text, images, video, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Device means any device that can access the Platform such as a computer, a cellphone or a digital tablet.

Services refer to any consulting, tutoring, or product offered for sale on the Platform.

Orders mean a request by You to purchase Services from Us.

Platform refers to the Website.

Terms of Use (also referred as "Terms") mean these Terms of Use that form the agreement between You and the Company regarding the use of the Platform, in addition to the Consulting Services Agreement and the Course Services Agreement.

Third-party Social Media Platform means any Platforms or content (including data, information, products or Platforms) provided by a third-party that may be displayed, included or made available by the Platform.

Website refers to remoteUprep, accessible from <https://www.remoteuprep.com>

You means the individual accessing or using the Platform, or the company, or other legal entity on behalf of which such individual is accessing or using the Platform, as applicable.

Acknowledgment

These are the Terms of Use governing the use of this Platform and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Platform.

Your access to and use of the Platform is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users and others who access or use the Platform.

By accessing or using the Platform You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Platform.

You represent that You are over the age of 18 or are accessing the Platform only after getting approval/supervision from a responsible adult. The Company does not permit those under 18 to make a purchase on the Platform.

Your access to and use of the Platform is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Platform.

Services

The Service offers a marketplace for those looking to be tutored or consulted virtually, whether live or prerecorded, to be connected to those looking to provide said tutoring or consulting Service.

It is the responsibility for those seeking tutoring/consulting Services to select the right Account for their needs, as well as it is the responsibility of those seeking these Services to review and investigate the self-reported credentials of any educator/advisor Account.

IF THE ACCOUNT HOLDER / MEETING PARTICIPANT IS YOUNGER THAN 18 YEARS OF AGE, ALL MEETINGS SHOULD BE SUPERVISED BY A RESPONSIBLE GUARDIAN/ADULT.

Because of the marketplace model, educator/advisor Accounts are businesses independent of the Company.

Therefore, educators/advisors are responsible for and generally control the scheduling, content, materials, offerings, and any aspect of the Service they provide.

Use of Service is not permitted by those outside of the United States.

All Services on the Platform and Company are provided by remoteUprep, LLC.

Placing Orders for Services

By placing an Order for Services through the Platform, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Services available on the Platform, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Services availability
- Errors in the description or prices for Services
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Refund Rights

Any Services you purchase can only be returned in accordance with these Terms of Use.

You are permitted to request a refund to info@remoteuprep.com for any Services purchased through the Platform within 24 hours if you are not fully satisfied. The company is under no obligation to fulfill any refund request besides refunding 30 minutes of a User's first session with an educator/advisor Account if the User is not satisfied as offered on the Platform, to protect the Company from fraud and bad actors. This only applies once.

We will reimburse You no later than 7 days from the day on which We receive Your refund request, if the request is approved. We will use Venmo or Zelle payments to refund You, and

You will not incur any fees for such reimbursement. Additional refund methods may be available upon request.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Services on the Platform. The Services available on Our Platform may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Services on the Platform and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and Platforms. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Services purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times where required. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Platform.

Users must be of legal age with capacity to agree to the Terms on their own behalf or of a minor who is the primary User of the Account. **YOU ARE NOT PERMITTED TO USE THE PLATFORM OR SERVICES IF UNDER THE AGE OF 13.**

You are responsible for safeguarding the password that You use to access the Platform and for any activities or actions under Your password, whether Your password is with Our Platform or a Third-Party Social Media Platform.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

IT IS THE SOLE RESPONSIBILITY OF ANY USER TO ORDER REFERENCES AND BACKGROUND CHECKS FOR ANY OTHER USER BEFORE ENGAGING IN ANY SERVICES OFFERED BY SAID USER.

The Company can neither confirm or deny with certainty information provided by users and we do not conduct background checks of any user.

All users consent through the Terms to release the Company from any and all liability whatsoever made by any user or Account.

Any Account that self declares a family annual income below \$30,000 when signing up automatically qualifies for needs-based pricing. It is the sole discretion of the Company to update any Account classification from needs-based to standard pricing and vice versa for any reason. Additionally, it is the sole discretion of the Company to adjust what classifies as needs-based or to discontinue this pricing structure at any time.

Content

Your Right to Post Content

Our Platform allows You to post Content. You are responsible for the Content that You post to the Platform, including its legality, reliability, and appropriateness.

By posting Content to the Platform, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Platform. You retain any and all of Your rights to any Content You submit, post or display on or through the Platform and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Platform, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

You have the ability to request content you posted to be taken down, and the Company will honor the request within 72 hours, but once purchased by an Account, it will not be capable to withdraw the content from said Accounts.

Content Restrictions

The Company is not responsible for the Content of the Platform's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs from your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Pricing at a cost that cannot reasonably provide value.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Platform if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Platform, you agree to use the Platform at your own risk. You understand that by using the Platform You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

All viewable Content and materials, including but not limited to all images and video and audio and text content, provided by Company or Company's consultant to you is exclusively the intellectual property of the Company and/or its consultants. Your purchase of Company Services does not provide any license rights to such Content or any copyrights related

thereto, but merely permission to view on a single device at any one time. You may not record, copy, reproduce, republish, post, transmit, distribute sell, decode, reverse engineer, disassemble, or modify in any way the Content. This means, among other restrictions, that sharing the Content with others (other than an immediate family member) is strictly prohibited and entitles Company to recover fees and damages from you for any such content shared and all costs and fees associated with enforcement or collection thereof, including but not limited to attorney fees and costs.

Content Backups

The Company do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Platform.

Content Provided Via Links

Links to other websites or resources may be found on the Platform. Having a link on the Company Platform does not equate to an endorsement, nor is the Company responsible or liable, indirectly for the Service or Content, in terms of actual or alleged damage or loss.

Understanding the Platform Content

In some cases, the Company has not created the Products itself and, thus, expressly disclaims any responsibility or accountability for the content of the Products. Neither Company, nor any Company consultants are accounting, tax, legal or financial professionals. You understand and agree that the Products 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 Products, 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 AND EXPRESSLY DISCLAIMS ANY PARTICULAR RESULTS FROM THE PRODUCTS, 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. The full details of the Terms of Content are found in the Platform footer titled "Course Offering Service Agreement" and must be read and e-signed before being able to unlock any Course Content.

Intellectual Property Rights

The Company authorizes users to use any Services on the Platform for personal and non-commercial use, provided you do not tamper with the materials in any way. Any and all service marks, domain names, Content, Services, and any other property of the Company is not to be used otherwise without expressed written consent.

Copyright Policy

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Platform infringes a copyright or other intellectual property infringement of any person.

If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Platform, You must submit Your notice in writing to the attention of our copyright agent via email at info@remoteupprep.com and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Platform where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via email at info@remoteuprep.com. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Platform.

Links to Other Websites

Our Platform may contain links to third-party web sites or Platforms that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or Platforms. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, Services or Platforms available on or through any such web sites or Platforms.

We strongly advise You to read the Terms of Use and privacy policies of any third-party web sites or Platforms that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms of Use.

Upon termination, Your right to use the Platform will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Platform.

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 PRODUCTS, THE COPYRIGHTED MATERIALS OR THIS AGREEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS IN QUESTION.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Platform, third-party software and/or third-party hardware used with the Platform, or otherwise in connection with any provision

of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Platform is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and Platform providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Platform, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Platform will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or Platforms, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provides make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Platform, or the information, content, and materials or products included thereon; (ii) that the Platform will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Platform; or (iv) that the Platform, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

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.

Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Platform, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in. Only those based in the United States are permitted to use the Platform.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

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.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms of Use may have been translated if We have made them available to You on our Platform. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms of Use

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Platform after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Platform.

Contact Us

If you have any questions about these Terms of Use, You can contact us:

By email: info@remoteuprep.com

By phone number: 732.856.3789