

POWER PLUS TERMS AND CONDITIONS

Welcome to Power Plus Learning LLC ("Company", "Power Plus", "we", "us", or "our"). Power Plus provides Power Plus tutoring, an online platform that connects tutors with individuals in need of tutoring and academic coaching services and other services related thereto (collectively, the "Services") through our website, accessible at www.powerplustutoring.org and any and all associated domains, websites, and applications operated by Power Plus and/or that contain Power Plus online resources, information, documents, graphics, photos, images, audio, video, software, or other content or materials (the "Site"). The Services include the ability for Users and Tutors (each as defined below) to interact via the platform's interface or other methods as may be made available by Power Plus from time to time.

BY USING THE SITE OR PERFORMING THE SERVICES, YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THESE TERMS AND CONDITIONS, WHICH TOGETHER WITH OUR PRIVACY POLICY GOVERN OUR RELATIONSHIP WITH YOU IN RELATION TO THE SITE AND PERFORMANCE OF SERVICES. IF YOU DISAGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY, PLEASE DO NOT USE OUR PLATFORM.

Changes and Updates. Power Plus reserve the right, in our sole discretion, from time to time and at any time without notice or liability to you, modify the terms of this Agreement by posting the revised Agreement on the Platform. You agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Site and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

You agree to routinely monitor this Agreement and refer to the Effective Date at the bottom of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Site after any changes to this Agreement constitutes your agreement to be bound by any such changes.

For the purposes of clarity, "User," "You," or "Your," refers to the Tutor providing tutoring services on the Site.

1. Eligibility

You are eligible to use the Services of Power Plus if you are a Tutor seeking to provide academic tutoring online and you are aged 18 years old or, if in your jurisdiction the age of majority is above 18 years old, you are above the age of majority in your jurisdiction. By using this Site, You represent and warrant that You are at least 18 years of age (or above the age of majority in your jurisdiction), and you are located in a territory where the Services is authorized. Power Plus assumes no responsibility or liability for any misrepresentation of Your age. If we have reasonable grounds to believe you are not old enough then we may cancel your Account.

2. Relationship of Parties

Site is a neutral third-party online platform that connects Users seeking tutoring and academic coaching (collectively, "Student") at such Users' request, with authorized and highly skilled educators (collectively, "Tutors") to obtain Services described above. Power Plus does not directly provide Services and is not an agent or representative of any Tutor or User. Tutors are independent contractors and are not employees or agents of Power Plus. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect. You shall be solely

responsible for all transportation costs, parking charges and any other costs and expenses incurred by you in performing your duties.

Power Plus may record and monitor Service sessions, including, but not limited to, any audios, videos, chats, files, and documents, at any time for quality assurance and management purposes and any other internal purposes as Power Plus deems necessary without further notice of consent to you.

Tutor is free to engage in and simultaneously perform any employment or other services during the pendency of this Agreement; provided, however, that such services shall in no way interfere with the full and complete performance of any services required by this agreement. Nothing herein precludes Tutor from advertising or providing Tutoring services to the general public.

3. Registration & Your Account

You do not need to register to browse the Site. But to become a Tutor you must register on the Site and create an account. You may only create and maintain one Power Plus account and shall not share your account with others. Any and all information you provide to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. When you set up an account on Site, you must also choose a password. You are solely responsible for keeping the confidentiality of your account and of Username and password of the account registered with Power Plus. You must not give your username and password to any other person for any reason whatsoever. You are solely responsible for maintaining the confidentiality of your password, and for any and all use of your account. You agree not to use the account, username, or password of another User at any time, nor to disclose your password to any third party. You agree to notify Power Plus immediately if you suspect any unauthorized use of your account or access to your password.

You are not authorized to create a new account with Power Plus if you previously had registered account(s) suspended or closed by Power Plus. You may cancel your account any time upon 30 days' written notice to Power Plus in advance provided that you are not liable for any payment to us. Power Plus may cancel your account in its sole discretion for any reason, including but not limited to inactivity or misuse by giving 7 days' notice in advance of such termination to you.

By registering, you certify that you are not on any list of restricted persons with whom it is unlawful for a US company to do business with. Power Plus operates the Services in the United States.

4. Feedbacks & Reviews

In a bid to maintain the quality standard of the Platform, we encourage our Students to give feedback on the Tutoring Sessions with Tutors, as this may help other Students to choose from a wide list of Tutors and being able to evaluate each Tutor based on the reviews of other Students. It is the choice of Students to give feedbacks to the Tutors and we accept no liability of the same, however, we advise all Students to give their honest and fair opinion to help other Students to evaluate Tutors in advance. We may decline to publish a review where we consider in our sole and absolute discretion that the review made is unfair, inaccurate or otherwise result of some dispute between Tutor and Student.

5. Prohibited Activities

Tutor agrees not to make any private arrangements for tuition with Clients introduced by Power Plus. A breach of this obligation will render the Tutor liable to account to Power Plus for all sums paid and received in such arrangement, and Power Plus will be entitled to seek an injunction against the Tutor to prevent further breaches. This obligation continues beyond the end of this agreement and the conclusion of the course of tuition.

Tutors are not permitted to accept funds directly from the Client for any reason; tutors will have to confirm any such arrangement in writing and if done the same then the tutor will be in the default.

Tutor agrees to compensate the Power Plus for losses it incurs as a result of my negligent, reckless, or intentional behavior.

Tutor shall make no representations, warranties, or commitments binding Power Plus without Company's prior written consent.

6. Restriction on the Use of Site Content

You may only use the Services for your own personal use. You agree not to view, copy, or procure content or information from the Services by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the Power Plus Content unless authorized in writing by Power Plus. You agree not to do any of the following which strictly prohibited:

- a. provide any information that is false, misleading, inaccurate, or incomplete,
- b. impersonate any person or entity,
- c. falsely state or otherwise misrepresent your affiliation with a third party;
- d. Copy, modify, alter, adapt, make available, in any way translate, port, reverse engineer, decompile, or disassemble, frame any portion of this Site,
- e. Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site or any content found on or originating from the Site including any Music made available on the Site for previewing purposes. Upon payment for Music, you shall be granted a royalty free license to use it in accordance with our EULA.
- f. Disrupt or interfere with the Site's and/or the Services' operation or the servers or networks that host the Site and/or the Services,
- g. Data-mine or harvest information or data about users of the Site and/or the Services without their express consent, including the use robots, spiders or other automatic devices, processes or method to access the Site and/or the Services;
- h. use this Site or Services for any illegal, unlawful or unauthorized purposes.
- i. Circumvent or modify, attempt to circumvent or modify, or encourage or assist any other person in circumventing or modifying any security technology or software that is part of our Services;
- j. Attempt to gain access to secured portions of the Website to which you do not possess access rights

We reserve the right to refuse access to, or use of our Site and/or Services to anyone, at any time, in our sole discretion, without notice or liability to you. It is your responsibility to ensure that your use of the Site complies with and does not violate these Terms and all applicable laws.

7. Obligations of the Tutor

The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student. Tutor will keep confidential information of the Student and Parent and shall contact other parties involved in the education of the Student only if given written permission by the Student and Power Plus to do so. The Tutor will at no time be required or obliged to execute homework or assignments on behalf of the Student. Tutor will not assign any of his/her duties or obligations to a third party without the written permission of the Student and Power Plus.

8. Tutor Representations

You hereby represent and warrant that;

- a. you shall render the services in connection with this agreement in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- b. you possess the skills, qualifications, and expertise required to provide the services under this agreement.
- c. Throughout the Term of your Agreement with Power Plus, you are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into the Tutor Agreement or performing the Services contemplated thereunder.

9. Prohibited Activities

YOU MUST TREAT ALL OF YOUR STUDENTS WITH RESPECT AND REFRAIN FROM USING ANY ABUSIVE LANGUAGE OR PASSING ANY REMARKS WHICH MAY BE CLASSIFIED AS RACIST, HOMOPHOBIC, SEXIST OR DEFAMATORY AT ALL TIMES.

BY ACCEPTING THESE TERMS OF SERVICES, YOU ACKNOWLEDGE THAT IT CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT TO ATTEMPT TO CIRCUMVENT POWER PLUS BY RECEIVING PAYMENT FROM CLIENT OR DIRECTING Client to make payments to any person or entity other than POWER PLUS.

YOU SHALL TAKE NO ACTIONS TO INTERFERE WITH OR OTHERWISE CAUSE THE TERMINATION OF THE CONTRACTUAL OR BUSINESS RELATIONSHIP BETWEEN THE POWER PLUS AND THE CLIENTS, INCLUDING, BUT NOT LIMITED TO, SOLICITING SUCH CLIENTS OR REFERRING AGENCIES TO TRANSFER FROM POWER PLUS TO ANOTHER PLACEMENT AGENCY OR PROVIDER.

YOU SHALL NOT CIRCUMVENT THIS AGREEMENT BY SEEKING CONSULTING, EMPLOYMENT, OR INDEPENDENT CONTRACTOR ARRANGEMENT WITH ANY CLIENT, EITHER DIRECTLY OR INDIRECTLY. YOU SHALL NOT SOLICIT FOR THE ACCOUNT OF CONTRACTOR OR ANY THIRD PARTY: (A) ANY CLIENTS OF THE COMPANY, OR (B) ANY FORMER CLIENTS OF THE COMPANY TO WHOM CONTRACTOR PROVIDED SERVICES WITHIN AN TWELVE (12) MONTH PERIOD PRIOR TO THE TERMINATION OR EXPIRATION OF THE TUTOR AGREEMENT; AND (III) YOU SHALL NOT HIRE OR INDUCE ANY EMPLOYEE OR TUTOR OF POWER PLUS TO DISCONTINUE SUCH EMPLOYEE'S OR TUTOR'S EMPLOYMENT OR CONTRACTUAL RELATIONSHIP WITH POWER PLUS.

YOU AGREE TO PROVIDE ACADEMIC SERVICES TO THE STUDENT ONLY IN AN OPEN SPACE VISIBLE TO THE STUDENT'S PARENT, GUARDIAN OR ADULT CAREGIVER. YOU FURTHER AGREE THAT THE YOU WILL NOT: (I) PROVIDE SUCH ACADEMIC SERVICES OUTSIDE THE PRESENCE OF THE STUDENT'S PARENT, GUARDIAN OR ADULT CAREGIVER; (II) PROVIDE ACADEMIC SERVICES IN ANY INTIMATE LOCATION SUCH AS A BEDROOM OR ISOLATED LOCATION; (III) COMMUNICATE PRIVATELY WITH THE STUDENT VIA EMAIL, TEXT MESSAGE, SOCIAL MEDIA OR OTHER MEANS; (IV) PROVIDE STUDENT WITH ANY FOOD OR DRINK; (V) TAKE PICTURES OR VIDEOS OF OR WITH THE STUDENT; (VI) POST ANY INFORMATION REGARDING STUDENT OR STUDENT'S PARENTS ON SOCIAL MEDIA; OR (V) UTILIZE YOUR MOBILE PHONE WHILE PROVIDING ACADEMIC SERVICES.

10. Service modification

Power Plus reserves the right to change, supplement, discontinue or update any of its Service at any time. Power Plus may also change or impose fees for Services provided through the Website at any time in its sole discretion. Power Plus may establish or change, at any time, general practices and limits concerning other its Services in its sole discretion. As we continuously update our Services; therefore, we accept no liability if these changes are not immediately reflected in this Agreement.

11. Intellectual Property

Power Plus retains all rights, titles, and interest in and to Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect Services or any of Power Plus's rights or interests therein or any other Power Plus intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to Services not expressly granted in these Terms are reserved by Power Plus.

12. Feedbacks

You may from time to time provide suggestions, comments or other feedback to Power Plus with respect to Services ("Feedback"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Power Plus notwithstanding anything else. You shall, and hereby do, grant to Power Plus a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

13. Use Of Image

YOU HEREBY GRANTS POWER PLUS THE NON-EXCLUSIVE RIGHT TO USE YOU NAME, IMAGE, BIO, LIKENESS, VOICE OR PERFORMANCE IN CONNECTION WITH YOUR ENGAGEMENT UNDER THIS AGREEMENT FOR ANY LAWFUL PURPOSE, INCLUDING, FOR EXAMPLE, SUCH PURPOSES AS PUBLICITY, ILLUSTRATION, ADVERTISING, AND WEB CONTENT. AT THE TERMINATION OF YOUR ENGAGEMENT WITH POWER PLUS, POWER PLUS WILL HAVE NO FURTHER RIGHT TO USE YOUR IMAGES, LIKENESS, BIO, VOICE OR PERFORMANCE UNLESS YOU PROVIDES WRITTEN APPROVAL FOR EACH USE. **A PROFESSIONAL HEADSHOT IS REQUIRED.**

14. Communications

By using the Services you consent to receive electronic communications from Power Plus. These communications will include, emails about account, password, access, marketing, transactional and other information related to the Site and Services.

15. Third party web sites & functionalities

The Site may contain links to websites controlled, owned, and operated by third parties ("Linked Sites"). Additionally, third parties may provide tools or services ("third party tools") that are made available to you through our platform. Accordingly, Power Plus makes no warranties or conditions regarding such third-party services or websites or third party tools and will not be liable for any loss or damage caused by your use of or reliance on such third services or web sites or third party tools. Your use of third-party services or web sites or third party tools is at your own risk. The inclusion on the Platform of a link to a third-party service or web site, or inclusion of a third party tool, should not be considered as an affiliation or a partnership with a third party or viewed as an endorsement by Power Plus. When you access any of these third-party services or sites, or third party tools, your rights and obligations will be governed by the agreements and policies relating to the use of those third party web sites or services or third party tools.

16. Interruption or Suspension of the Website

Power Plus does not guarantee the uninterrupted operation and availability of the Site. From time to time, the Site may be unavailable for any number of reasons including without limitation:

- a. The performance of scheduled maintenance including on servers and data lines;
- b. The performance of emergency unscheduled maintenance and/or repairs including on servers and data lines;
- c. A failure by or error in respect of any Service provider including without limitation any server or data line;
- d. An attack on the security or system integrity of the Site including any denial of Service attack; and
- e. The introduction or presence of any virus or malicious code in the pages that make up or are accessible from the Site;
- f. Power Plus shall not be liable for and specifically disclaims any liability in respect of any claims, costs, losses or damages suffered as a result of any suspension or interruption to the Website howsoever caused.

17. Data protection and privacy

All personal data that you provide to us in connection with your use of the Site is collected, stored, used, disclosed and otherwise processed by Power Plus in accordance with our Privacy Policy. Please read the privacy policy document available on our Site. By accepting these terms you acknowledge that you provide your personal information at your own risk.

18. Indemnity.

By using the Site, to the extent permitted by law, you agree to indemnify and hold harmless Power Plus, its directors, officers, employees, personnel, agents, contractors, affiliates and licensors with respect to: (a) any claims arising out of your breach of these Terms, (b) your use of the Site or performance of Services, (c) any action taken by Power Plus in investigating a

suspected violation of these Terms or due to its finding or decision that such a violation has been committed.

You agree and acknowledge that Power Plus makes no representations to you about the suitability, character or background of any Client, nor does Power Plus perform any type of background check of Clients. It is your sole duty to exercise your own judgment, protocols and/or standards when considering whether to provide the Academic Services with each student or Client. You agrees that it is your responsibility to conduct any and all background and reference checks regarding any Client, should you so desire.

19. Disclaimer & Liability

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR THE SERVICES IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR THE UNINTERRUPTED ACCESS PROVIDED TO OR IN CONNECTION WITH THE SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

YOU EXPRESSLY AGREE THAT POWER PLUS, ITS DIRECTORS, OFFICERS, EMPLOYEES, PERSONNEL, AGENTS, CONTRACTORS, AFFILIATES, OR LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE AND/OR THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR PERFORMANCE OF SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF POWER PLUS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE SITE IS PROVIDED WITHOUT GUARANTEES OF ANY KIND. POWER PLUS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE SITE AND/OR SERVICES MAY BE REMOVED AT ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.

20. Force Majeure.

Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lockouts, or labor disruptions; and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

21. General Provision; Governing Law

The Terms of this Agreement and the relationship between you and Power Plus will be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Power

Plus agree to submit to the personal and exclusive jurisdiction of the courts located within Miami-Dade County, Florida. Any suit to enforce performance or interpretation of this Agreement shall be brought in Miami-Dade County, Florida. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the terms included herein will continue in full force and effect. Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

Contact Us

If you have any questions or comments regarding these Terms, please contact us

HR@PowerPlusTutoring.org

[888-442-4305](tel:888-442-4305)

P.O. Box 331748

Coconut Grove, FL 33233

EFFECTIVE FROM 8/4/2021