

PTSTUTORS Terms of Service

Welcome to PTSTUTORS!

1. Your relationship with PTSTUTORS.

1.1 Your use of this site, www.ptstutors.com (the “Site”), and the tutoring services provided by PTSTUTORS (the “Services”), is subject to the terms of a legal agreement between you and PTSTUTORS. “PTSTUTORS” means PTSTUTORS, Inc., a California corporation. This document explains how the agreement is made up, and sets out the terms of that agreement.

1.2 Unless otherwise agreed in writing with PTSTUTORS, your agreement with PTSTUTORS will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “Terms”. Your agreement with PTSTUTORS will also include the terms of any other written agreements between you and PTSTUTORS that incorporate these Terms by reference.

1.3 For purposes of these Terms:

“PTSTUTORS” means PTSTUTORS, Inc., a California corporation.

“You” means any user of the Site, including any Tutor (defined below) and any person who obtains Services from PTSTUTORS.

2. Accepting and Amending the Terms.

2.1 In order to use the Site or the Services, you must first agree to the Terms. You may not use the Site or the Services if you do not accept the Terms.

2.2 You can accept the Terms by any of the following:

(a) Clicking to accept or agree to the Terms, where this option is made available to you by PTSTUTORS in the user interface.

(b) Clicking to accept or agree to another contract between you and PTSTUTORS that incorporates these Terms by reference.

- (b) Actually using the Site or the Services. In this case, you understand and agree that PTSTUTORS will treat your use of the Site or the Services as acceptance of the Terms from that point onwards.
- 2.3
 - (a) You must be 18 or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use the Site and to accept these Terms. If you are under the age of 18 (or the applicable age of majority in your jurisdiction) but are at least 13 years of age, you may use the Site only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms. If you are less than 13 years of age, you may not use the Site at all, but may use the Services in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms.
 - (b) By using the Site or the Services, you represent and warrant that you satisfy these requirements and have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions set forth herein. The Services are administered in the United States. Any use outside of the United States is at your own risk, and you are responsible for compliance with any local laws applicable to your use of the Services.
- 2.4 PTSTUTORS MAY AMEND THESE TERMS AT ANYTIME BY POSTING THE AMENDED TERMS ON THE SITE. EXCEPT AS STATED ELSEWHERE IN THESE TERMS, ALL AMENDED TERMS SHALL BE EFFECTIVE WHEN YOU CLICK TO ACCEPT THE AMENDED TERMS OR AUTOMATICALLY FIFTEEN (15) DAYS AFTER THEY ARE INITIALLY POSTED, WHICHEVER IS SOONER. BY CONTINUING TO USE THE SERVICES AFTER THESE AMENDED TERMS TAKE EFFECT, OR BY CLICKING TO ACCEPT OR AGREE TO THE AMENDED TERMS, YOU CONSENT TO THESE CHANGES.
- 2.5 Before you continue, you should print off or save a local copy of the Terms for your records.
- 3. Selecting and Working with Tutors.
 - 3.1 The Site lists tutors who are willing to perform Services on your behalf (the “Tutors”). The Tutors are engaged by PTSTUTORS as independent contractors. Because they are independent contractors, the Tutors control the methods, materials and all aspects of the lessons.

- 3.2 (a) You are responsible for selecting the right Tutor for your needs. In making your hiring decision, you should review and investigate each Tutor's self-reported credentials, education, and experience, as well as reviews from other students. Please review these [Tutor Safety Tips](#) for some common-sense safety suggestions.
- (b) We encourage each Tutor to independently obtain a background check from a third-party provider and to provide a copy of the report to PTSTUTORS. We may post the results of the report on the applicable Tutor's profile, which is located on the Site.
- (c) Please note that the database used by the third-party provider who performed the background check may not include every U.S. state or every type of criminal conviction. **It is your responsibility to review the background check provider's coverage to be sure that it covers your state and the crimes that you are concerned about.** For more information, please visit the terms and conditions of each third-party provider.
- (d) While PTSTUTORS does not knowingly post inaccurate background check information, PTSTUTORS cannot independently verify the accuracy of the background check information posted on our Site. THEREFORE, PTSTUTORS DISCLAIMS ANY WARRANTY THAT THE BACKGROUND CHECK INFORMATION POSTED ON THE SITE IS CURRENT, ACCURATE, OR ERROR-FREE.
- (e) YOU, ON BEHALF OF YOURSELF AND ANY MINOR CHILDREN UTILIZING THE SERVICES, HEREBY ASSUME THE RISK OF ANY INACCURACIES IN THE BACKGROUND CHECK INFORMATION POSTED ON OUR SITE, INCLUDING (BUT NOT LIMITED TO) INACCURACIES RESULTING FROM THE NEGLIGENCE OF PTSTUTORS. YOU ALSO HEREBY RELEASE FROM LIABILITY, HOLD HARMLESS, AND WAIVE YOUR RIGHT TO SUE PTSTUTORS (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES) ON ACCOUNT OF ANY DAMAGES THAT YOU SUFFER ON ACCOUNT OF ANY SUCH INACCURACIES.
- (f) Furthermore, you agree that you will comply with the Fair Credit Reporting Act, 15 USC section 1681, and any other applicable law, with regard to any background check information provided by PTSTUTORS or by any Tutor.

(g) More information about background checks and criminal records can be found on the following websites:

- [US Criminal Checks, Inc.](#)
- [People Verified](#)
- [Been Verified](#)
- IDTrue
- [National sex offender public website](#)

3.3 (a) When you have selected a Tutor, you can schedule a tutoring session (a “Session”) by logging into the Scheduling portal on the Site and requesting the Tutor you have selected for a tutoring session (a “Session”). Your proposal will include the proposed date, time, subject, and hourly rate. The Tutor is free to accept or decline your proposal.

(b) If the Tutor accepts your proposal, you agree to be present at the agreed date, time and place, and to pay the following to PTSTUTORS: (1) the hourly rate as listed; (2) any travel and transportation fees as described on the Site; and (3) any applicable cancellation fee. PTSTUTORS reserves the right to require that you provide a fee deposit or credit card payment in advance of the scheduled Session. **All fees are payable to PTSTUTORS, not to the Tutor who provides the Services.**

(c) Following the Session, the Tutor will verify the following information to PTSTUTORS: whether the Session took place, and (if applicable) the amount of time spent in the Session. PTSTUTORS will promptly invoice you at the agreed-upon rate for the amount of time spent during the Session and will collect payment from your credit card or other fee deposit.

(d) If you believe the information provided by the Tutor is incorrect or that the invoice was otherwise in error, please contact PTSTUTORS immediately through the Scheduling portal and provide a written explanation of the problem. You agree that any such conflict shall be resolved by PTSTUTORS in its reasonable business judgment. You further acknowledge and agree that PTSTUTORS has no duty to investigate conflicting information provided by you more than 15 days after PTSTUTORS invoices you for the applicable Session.

3.4 If you are obtaining Services on behalf of a minor, you represent, warrant and agree as follows:

- (a) You are the custodial parent or legal guardian of the minor.
 - (b) You agree to be present for each tutoring session.
 - (c) You will not allow the minor to use the Site, nor to communicate with the tutor, except under your supervision and with your approval.
- 3.5 If you desire to obtain Services by phone or online, you are responsible for making arrangements with the applicable Tutor and supplying the equipment. PTSTUTORS is not liable for any resulting losses.
- 3.6 You may record a Session for safety purposes if you obtain the Tutor's prior written consent, supply a copy of the Tutor's consent to PTSTUTORS, and supply the recording equipment. PTSTUTORS is not liable for any resulting losses.
- 3.7 YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN OBTAINING THE SERVICES, INCLUDING (BUT NOT LIMITED TO) THE RISK OF FINANCIAL LOSS, PHYSICAL INJURY, OR EVEN DEATH CAUSED BY THE CRIMINAL ACTIONS OR OTHER MISCONDUCT OF TUTORS OR OTHER PEOPLE YOU MEET IN CONNECTION WITH THE SERVICES. YOU ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN TO YOU, THAT MAY ARISE IN CONNECTION WITH THE SERVICES, INCLUDING RISKS THAT ARE CAUSED BY THE NEGLIGENCE OF THE PTSTUTORS. YOU ALSO HEREBY RELEASE FROM LIABILITY, HOLD HARMLESS, AND WAIVE YOUR RIGHT TO SUE PTSTUTORS (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES) ON ACCOUNT OF ANY AND ALL LOSSES, DAMAGES, CLAIMS, AND OTHER EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS (COLLECTIVELY, "CLAIMS"), INCLUDING CLAIMS CAUSED BY THE NEGLIGENCE OF PTSTUTORS, RELATING TO ANY PERSONAL INJURY (INCLUDING DEATH) OR OTHER LOSS THAT YOU MAY SUFFER IN CONNECTION WITH THE SERVICES. THIS RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF RISK SHALL APPLY TO YOU AND TO YOUR ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS, NEXT OF KIN, SPOUSE AND LEGAL REPRESENTATIVES. THIS RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, AND ASSUMPTION OF RISK SHALL NOT APPLY TO ANY DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PTSTUTORS.

4. Your use of the Site and the Services.

- 4.1 In order to access the Site or the Services, you may be required to provide information about yourself (such your name, age, and contact details). You agree that any information you provide to PTSTUTORS will be accurate, correct and up to date.
- 4.2 You agree to use the Site and the Services only for purposes that are permitted by the Terms and by applicable law (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 4.3 You agree not to access (or attempt to access) the Site or the Services by any means other than as authorized by PTSTUTORS. You specifically agree not to access (or attempt to access) the Site through any automated means (including use of scripts or web crawlers).
- 4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services or the Site (or the servers and networks which are connected to the Site).
- 4.5 Unless you have been specifically permitted to do so in a separate agreement with PTSTUTORS, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Site or the Services for any purpose.
- 4.6 You acknowledge and agree that PTSTUTORS may stop (permanently or temporarily) providing the Site or the Services (or any features within the Site or the Services) to you or to users generally at PTSTUTORS' sole discretion, without prior notice to you. You may stop using the Site or the Services at any time. You do not need to specifically inform PTSTUTORS when you stop using the Site or the Services.
- 4.7 You acknowledge and agree that while PTSTUTORS may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Site or on the amount of storage space you may use on the Site, such fixed upper limits may be set by PTSTUTORS at any time, at PTSTUTORS' discretion.
- 4.8 You may find links to other websites or resources on the Site. You acknowledge and agree that PTSTUTORS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. PTSTUTORS will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

5. Your Privacy, Passwords and Account Security.

5.1 You agree and understand that you are responsible for maintaining the confidentiality of any passwords that you use to access the Site or the Services. Accordingly, you agree that you will be solely responsible to PTSTUTORS for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify PTSTUTORS immediately at info@ptstutors.com

5.2 For information about PTSTUTORS' data protection practices, please read PTSTUTORS' Privacy Policy. This policy explains how PTSTUTORS treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with the Privacy Policy, which is incorporated by reference.

6. Submissions and User Content.

6.1 For purposes of these Terms:

(a) "Content" means and includes all web pages and other information (including Tutor profiles) which you may have access to as part of, or through your use of, the Site.

(b) "Submissions" means any ideas, information, Tutor ratings, feedback, messages, questions, comments, suggestions, or other data provided by you in connection with the Site or the Services, including (for Tutors) the information you submit for inclusion on your Tutor profile within the Site.

6.2 All Submissions that are uploaded, published, displayed, transmitted, posted or submitted on, to, or through the Site will be subject to the Terms. This includes (but is not limited to) messages that you send by means of the Site.

6.3 You are solely responsible for the Submissions that you provide. You represent, warrant and agree that, with respect to any Submissions provided by you: (a) You own or otherwise have the right to grant the license set forth below with respect to such Submissions. (b) Such Submissions do not violate the privacy rights, publicity rights, copyrights, intellectual property rights, confidentiality rights, contract rights or any other rights of any person. (c) Such Submissions are true and correct, and are not false or misleading in any way.

6.4 You agree not to upload, post or otherwise transmit Submissions that: (a) are misleading, untruthful, abusive, obscene pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to PTSTUTORS or other users of the website; (b) include unauthorized disclosure of personal information; (c) violate or infringe upon anyone's intellectual property rights; (d) contain software viruses or any other malicious code; or (e) are contrary to applicable local, federal, or international laws and regulations.

6.5 Any and all Submissions shall be deemed non-confidential unless otherwise stated by you in writing. By uploading, publishing, displaying, transmitting, posting or submitting any Submissions, you hereby grant to PTSTUTORS a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, transferable, sub-licensable right and license to use, modify, publicly perform, publicly display, reproduce, create derivative works of and distribute such Submissions for any purpose whatsoever, and to disclose your first name, first initial of your last name, and your general location (city, state and/or country) in connection with such use. By way of example, but not limitation, PTSTUTORS may use your Submissions to: develop and improve the Site and the Services or for purposes of advertising or promotions. PTSTUTORS shall be free to use anything contained in your Submissions for any purpose whatsoever. This license does not entitle you to any payment from PTSTUTORS for any reason. PTSTUTORS is not obligated to publish, display or post any Submissions publicly.

6.6 You understand and agree that all Content provided by third parties (such as Tutors) is the sole responsibility of the person from which such Content originated. PTSTUTORS does not guarantee the truthfulness, accuracy or appropriateness of any Content provided by Tutors or other third parties, even if such Content is displayed on the Site.

6.7 PTSTUTORS has the right (but not the obligation) to edit or remove Submissions or other Content that violate these Terms or that contain third-party commercial advertisements.

7. Proprietary rights.

7.1 You acknowledge and agree that PTSTUTORS (or PTSTUTORS' licensors) own all legal right, title and interest in and to the Site, including any intellectual property rights which subsist in the Site (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

- 7.2 Unless you have agreed otherwise in writing with PTSTUTORS, nothing in the Terms gives you a right to use any of PTSTUTORS' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- 7.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Site.
- 7.4 You agree that in using the Site or the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- 7.5 You also agree that you will not modify, rent, lease, loan, sell, distribute or create derivative works based on Content provided by PTSTUTORS or by any other party (either in whole or in part) unless you have been specifically authorized in writing by PTSTUTORS or by the owners of that Content, as applicable.

8. EXCLUSION OF WARRANTIES.

- 8.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SITE AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 8.2 PTSTUTORS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (A) YOUR USE OF THE SITE AND THE SERVICES WILL MEET YOUR REQUIREMENTS,
 - (B) YOUR USE OF SITE AND THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
 - (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE AND THE SERVICES WILL BE ACCURATE OR RELIABLE, OR

(D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THE SITE OR THE SERVICES WILL BE CORRECTED.

8.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

8.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PTSTUTORS OR THROUGH OR FROM THE SITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

8.5 PTSTUTORS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), REGARDING THE SITE OR THE SERVICES.

8.6 IN THE EVENT THAT ANY APPLICABLE LAW DOES NOT PERMIT THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

9. LIMITATION OF LIABILITY.

9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT PTSTUTORS (AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AND LICENSORS) SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY) OR ANY LOSS OF GOODWILL OR BUSINESS REPUTATION.

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF YOUR FAILURE TO PROVIDE PTSTUTORS WITH ACCURATE ACCOUNT INFORMATION OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

(C) ANY LOSS OR DAMAGE CAUSED BY HACKERS OR OTHERS WHO GAIN UNAUTHORIZED ACCESS TO OUR NETWORK. ALTHOUGH WE TAKE REASONABLE STEPS TO SAFEGUARD AND PREVENT UNAUTHORIZED ACCESS TO YOUR PERSONALLY IDENTIFIABLE INFORMATION AND SIMILAR DATA, WE CANNOT BE RESPONSIBLE FOR THE ACTS OF THOSE WHO GAIN UNAUTHORIZED ACCESS. YOU ASSUME ALL RISKS, INCLUDING BUT NOT LIMITED THE RISK OF IDENTITY THEFT, RELATING THE MAINTENANCE OF YOUR DATA ON OUR NETWORK.

9.2 IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF PTSTUTORS (AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AND LICENSORS) TO YOU UNDER ANY CAUSE OF ACTION OR CAUSES OF ACTION EXCEED \$10,000.00.

9.3 THE LIMITATIONS ON PTSTUTORS' LIABILITY (AND THE LIABILITY OF PTSTUTORS'S OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AND LICENSORS) TO YOU SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND WHETHER OR NOT PTSTUTORS HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

9.4 THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PTSTUTORS (AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AND LICENSORS) FROM ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, OBLIGATIONS, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT ARISE FROM OR RELATE TO (A) YOUR USE OF THE SITE OR THE SERVICES; (B) YOUR VIOLATION OR BREACH OF ANY OF THE TERMS; (C) YOUR VIOLATION OF THE RIGHTS OF

ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (D) YOUR SUBMISSIONS.

11. Ending your relationship with PTSTUTORS. PTSTUTORS may terminate your access to all or any part of the Site or the Services at any time, with or without cause, with or without notice, which may result in the loss of all information associated with your use of the Site or the Services. If you wish to terminate the Services, you may do so at any time. These Terms shall survive termination of the Services.

12. Copyrights and Copyright Agent.

If you believe your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) 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; and
- (f) 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.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Graciela Cochran, who can be reached as follows:

By Mail: PO BOX 61111, Palo Alto, CA 94306

By Phone: 650-948-5137

By e-mail: info@ptstutors.com

13. Advertisements. PTSTUTORS may run advertisements and promotions from third parties on the Site. These advertisements and promotions may be targeted to you and other users of the Site and the Services based on the content of information stored on the Services, queries made through the Services, or other information. Your correspondence or business

dealings with, or participation in promotions of, advertisers other than PTSTUTORS found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. PTSTUTORS is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-PTSTUTORS advertisers on the Site.

14. General legal terms.

14.1 Except as otherwise agreed between you and PTSTUTORS in writing, the Terms, together with the Privacy Policy, constitute the whole legal agreement between you and PTSTUTORS regarding your use of the Services, and completely replace any prior agreements between you and PTSTUTORS in relation to the Services. The Terms may not be amended except by means of a written agreement signed by the parties or approved as specifically provided above.

14.2 You agree that PTSTUTORS may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Site. You further agree that PTSTUTORS may invoice you by email. You agree that any notices or invoices emailed to you will be sent to the email address you provide when you register for the Services.

14.3 You agree that if PTSTUTORS does not exercise or enforce any legal right or remedy which is contained in the Terms (or which PTSTUTORS has the benefit of under any applicable law), this will not be taken to be a waiver of PTSTUTORS' rights and that those rights or remedies will still be available to PTSTUTORS.

14.4 If any provision of the Terms is found to be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, that provision shall be deemed modified to the minimum extent necessary to render the same valid or as not applicable to the given circumstances, or shall be excised from the Terms, as the situation may require. All terms and conditions of the Terms shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms and conditions to give them such effect. Unless the context clearly requires otherwise, all references in the Terms to the plural will include the singular, and all references to the singular will include the plural; all references to gender will include the masculine, feminine, and neuter genders; the words "shall," "will," or "agrees" are mandatory, and the word "may" is permissive; the word "or" is not exclusive; the words "includes" and "including" are not limiting; and the words "day" or "days" refer to calendar days.

Headings are provided for convenience only and shall not be considered in interpreting the Terms.

- 14.5 The parties hereby consent to the jurisdiction of the courts of the State of California, and agree that any disputes arising out of or related to these Terms shall be resolved in the State of California, to the exclusion of any other jurisdiction. These Terms shall be governed by and construed in accordance with the internal laws of the State of California, without regard to California's choice-of-law provisions, and shall be deemed to have been entered into in Santa Clara County, California. The parties hereby stipulate to venue in the Superior Court of California, County of Santa Clara, or the U.S. District Court for the Northern District of California.
- 14.6 In the event any party hereto shall bring any action or proceeding against any other party (or permitted assignee) in connection with the Terms, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.
- 14.7 The Terms, and any rights and licenses granted hereunder, may not be assigned or transferred by you without the prior written consent of PTSTUTORS, but may be assigned by PTSTUTORS without restriction. The Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.