

## S.I.G.N. Academy Client Terms and Conditions

These Terms and Conditions are made by and between S.I.G.N. Academy, LLC., (herein referred to as S.I.G.N. Academy) and the customer (herein referred to as Client). The SIGN Academy team member you work with, regardless of title, is an Independent Contractor with SIGN Academy (herein referred to as IC).

- 1. Payment. The Client agrees to pay S.I.G.N. Academy within two (2) days after each session is complete. The Client will pay their bill online via TutorCruncher. The Client may pay for sessions on an as-you-go method or pay in advance for sessions. The Client will never give or make payments to the IC. Clients must use all sessions within 365 days of purchase. All unused sessions will be void 365 days after purchase and will neither be redeemable nor refundable after that time. Individual arrangements will be made for Clients in regards to deployment.
- 2. Cancellation. If the Client cancels a session on less than 24 hours' notice, the Client will be billed for that session. The Client may cancel a session up to one hour before the scheduled time for reasons of a family emergency or sickness and apply any pre-payment to a future session. Sessions not attended for any other reason by the Client without giving 24 hours prior notice to the IC shall be charged at the full rate. If the IC cancels a session for any reason, and the Client has already paid, we will apply that payment to a future session that the IC and Client agree upon. Individual arrangements will be made for Clients in regards to deployment.
- 3. Location. All services take place online.
- 4. Obligations of the Client. The Client will provide information to the IC to assess and identify subject areas that the Client requires specific training. The Client agrees to provide their own materials needed for each session (i.e., notebook, writing instruments, computer, etc.). The Client agrees that assignments, exercises, or homework form an integral part of learning and undertakes to complete such work thoroughly and promptly.
- 5. Internet Speed Requirements. It is the Client's responsibility to maintain the minimum internet speed requirements of 2 Mbps upstream/downstream. All ICs internet speeds are tested daily and surpass this minimum requirement. If you do not meet the minimum Mbps requirements and there are technical difficulties, you shall be charged at the full rate for that session.

- 6. S.I.G.N Academy uses an online learning platform as the main source of interaction between the IC and the Client. As such the IC is required to maintain a specific Wi-Fi requirement as mentioned above, along with that is the understanding that the Client will have the necessary means of connecting through the online platform via a personal computer with appropriate camera and microphone or laptop with camera and microphone. The use of any other devices to connect with the IC, such as phones and iPads, should be requested by the Client prior to the first meeting and approved by both S.I.G.N Academy and the IC.
- 7. Scheduling Time. All scheduling must be done directly between the Client and the IC. It is the Client's responsibility to make sure the schedule is accurate.
- 8. No Guarantees or Warranties. The Client understands that S.I.G.N. Academy does not guarantee any specific outcomes as a result of learning. S.I.G.N. Academy will provide an IC to help the Client succeed. The rest depends on the Client.
- 9. Waiver of Negligence. The Client waives any negligence on the part of S.I.G.N. Academy regarding the hiring or supervision of the IC, or the IC's actual conduct.
- 10. Limitation of Liability. In the event of litigation, S.I.G.N. Academy's total liability shall not exceed the amount of money Client paid S.I.G.N. Academy for services rendered.
- 11. Termination. This contract may be terminated by the Client or S.I.G.N. Academy at any time by giving the other party seven days prior written notice.
- 12. Minors. Where the Client is a legal minor, the Parent/Guardian shall enter into this contract on behalf of the Client and shall accept and agree to all the terms and conditions contained herein on behalf of the Client.
- 13. Merger Clause. This contract represents the complete agreement between the Client and S.I.G.N. Academy. It can only be modified in writing. The website is not part of the contract.
- 14. Recording Sessions. All sessions are NOT permitted to be recorded by the Client, IC, or S.I.G.N. Academy without prior written permission from the Client, IC, and S.I.G.N. Academy.
- 15. Group sessions. A client may request to change their session type from 'Individual' to 'Group' or from 'Group' to 'Individual' by contacting S.I.G.N. Academy in writing via email. The change must be requested at least one week prior to the session.

I acknowledge that I have read the Contract and understand its Terms and Conditions. By clicking accept, I am signing this Contract on my own free will and agree to be obligated under its terms.