



Updated (09/01/2011)

Tutorial Network Service Policy

1. Fee Structures

Hourly Rates. Client agrees to pay ThinkTank Learning in advance a fee of \$80 per hour for non-SAT and SAT tutoring (there is no sales tax). Payments must be received by ThinkTank Learning prior to any tutoring sessions.

For Multiple Student Tutoring Session: The following tables summarize the fee associated with multiple students tutoring session.

Tutoring Hourly Rate		Master Hourly Rate	
1 student	\$80/hr/student	1 student	\$110/hr/student
2 students	\$50/hr/student	2 students	\$70/hr/student
3 students	\$40/hr/student	3 students	\$55hr/student

2. Terms and Conditions of Payment

Payment for Services and Supplies. All costs for services and materials for the first ten (10) hours of tutoring shall be paid in advance by Client to ThinkTank Learning. After the first ten hours of tutoring, Client may pay in advance at the aforementioned Hourly Rate or pay after tutoring sessions had taken place at the aforementioned Hourly Rate. If paying after the tutoring had taken place, payments must be submitted to ThinkTank Learning no later than the first week of a given month for all services incurred in the prior month. If payments become more than 15 days overdue, Client agrees and authorizes ThinkTank Learning to charge Client's credit card for any late payment. Any account with an outstanding balance, that is more than 30 days past due, may be transferred to a collection agency or filed as a small claim.

Material Fee: If the tutor requests materials for the student, such as books, calendar, or workbooks are needed, Client will be asked to preapprove those in advance of their purchase. Client agrees to pay for the costs of any pre-approved materials.

Cancellation Policy. If Client needs to cancel a session, please notify the assigned tutor no later than 12 hours prior to the scheduled session. Failure to do so will result in a billable charge equal to one hour of tutoring. If Client cancels with minimum of 12 hour notice in advance, no charge will be incurred.

Failure to Attend Tutoring Session: If tutor fails to attend an arranged session or is late for more than 30 minutes, the Client will be compensated one hour of tutoring service at no extra charge. If the Client fails to attend an arranged session or is late for more than 30 minutes, then the Client will be charged a fee of \$80.

Account Transferring Policy: Client understands and agrees that the balance in his/her tutoring account **CANNOT** be transferred to other services such as consulting, classes, or Homework Helper. Client's remaining balance can be transferred to other tutoring accounts.

Refund Policy: Client understands and agrees that no refund will be granted with the exception stated under the "Satisfaction Guarantee Policy"

Satisfaction Guarantee Policy. If the Client is dissatisfied with the Tutor after the **first** session, ThinkTank Learning will assign a second Tutor to the Client and the first hour of the first session that had taken place with the first Tutor will be free of charge. If the Client is dissatisfied with the second Tutor, ThinkTank Learning will assign a **second** tutor to the Client and the first hour of the first session that had taken place with the second Tutor will be free of charge. If the Client is again dissatisfied with the second tutor, ThinkTank Learning may refund Client's prepaid fee less a \$60 administrative processing fee.

Credit Card Information: Client agrees to provide ThinkTank Learning with a valid credit card number, expiration date, and its CVV number. Unless authorized for use as payment, it will be used to secure the client's account and prevent any account from becoming past due.



Updated (04/03/2010)

Authorization of Payment: Client agrees and authorizes ThinkTank Learning to charge Client’s aforementioned credit card account for any outstanding balance in Client’s tutoring account with ThinkTank Learning. Under such transaction, no discount or any other promotional offer will be applied.

Bounced Check: Client agrees to pay a \$30 fee for each bounced check.

3. Nondisclosure, Confidentiality & Fiduciary Responsibilities of ThinkTank Learning.

ThinkTank Learning will hold in fiduciary capacity and will not reveal, communicate or divulge during the period of contract by the Client or thereafter any information, knowledge, data, or client lists to any person, firm or corporation, other than the persons, firms or corporations designated by the Client, which relates to the background, or any other secret or confidential information, knowledge, data, of the Client.

4. NonSolicitation of Tutors.

Client agrees that he/she will not solicit any tutors or employees of ThinkTank Learning to work for his/her own or any other personal or business concern. Client agrees that during the period of contract and for a period of two (2) years immediately after termination of this agreement with ThinkTank Learning, Client will not, either directly or indirectly for himself/herself or for any other person, family or business, call upon, solicit, divert, or take away, or attempt to solicit, divert or take away any of the tutors, business or partners of ThinkTank Learning with whom Client has become acquainted during or after Client’s contract with ThinkTank Learning.

5. Ownership & Use of Information

Client agrees that all papers, course materials, workbooks or other data and any and all copies thereof relating to ThinkTank Learning’s courses or business, some of which may be prepared by the tutor, and all objects associated therewith ThinkTank Learning shall be ThinkTank Learning’s property. Client shall not, except for ThinkTank Learning use, copy or duplicate any of the above mentioned documents or objects, nor use any information concerning them either during the period of contract of thereafter and any of the aforementioned documents, data and objects that may be in his/her possession may be returned to ThinkTank Learning on termination of Client’s agreement, or at any other time on ThinkTank Learning’s request.

6. Insurance.

Client acknowledges that ThinkTank Learning does not carry any insurance with respect to the Client’s Premises and hereby indemnifies and holds ThinkTank Learning harmless from and against any and all losses at the Premises, except those caused by willful misconduct.

The terms stated on this Policy apply to all students who are using TTLearning Tutorial Network Service. If you have any concerns or questions, please feel free to call your local center or TTLearning’s Corporate Office at (408)330-9300. Thank you very much.

[] By checking this box, I authorize my child to verify, confirm, and sign tutoring timesheets after each tutoring session with his/her tutor.

I have read, understand and agree to all of the above terms.

Parent Name: _____ Parent Signature: _____

Student Name: _____ Date: _____