Privacy Policy and Terms of Use for Web Site which Provides Virtual Teaching Platform

Apple Tree Tutors, LLC User Agreement and Privacy Policy

**1. Introduction**

**A.** This User Agreement (***Agreement***) is a legal document.  It outlines your rights and obligations as a *User* of this Web Site (sometimes called *Site*) in connection with the use of the Virtual Teaching Platform Services provided by Apple Tree Tutors, LLC*.* By accessing this *Site*,you acknowledge that you have read, understood, and agree to be bound by the provisions of this *Agreement*.  This *Agreement* applies to all *Users* of this *Site*, irrespective of whether they use the Virtual Teaching Platform.

**B.** Apple Tree Tutors, LLCreserves the right to revise the virtual platform, scheduling platform, membership network services*,* the Privacy Policy, and any other part of this *Site*, from time to time in its sole discretion without further notice.  If we do so, we will post the revisions on the *Site* and indicate the date of the last revision.  By accessing this *Site* or using any of our website services,you acknowledge that you have read, understood, and agree to be bound by the any changes in this *Agreement,* the Privacy Policy, and any other part of this *Site*.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING CERTAIN LIMITATIONS AND EXCLUSIONS AND A PROCEDURE FOR RESOLVING DISPUTES.

****2.  Definitions****

As used in this *Agreement*:

A. *User*means an individual or business that accesses or uses the *Site*.

**B.**         ***Registration*** means the process of registering to access or use this *Site*. You are ***Registered*** when you create an account by providing a user name, password, and certain personal contact information as prompted on the *Site*.

**C.         *Registration Information*** means the information, including user name and password, required of a *User* to use the Apple Tree Tutors website, virtual platform, scheduling platform, and networking forum.

**D. *Enrollment***means the process of signing up as Member.You are ***Enrolled,*** and ***Enrollment*** has occurred, when you create an account and provide the necessary *Enrollment* Information.

**E.**        ***Enrollment Information***means the information required of a *User* to complete the *Enrollment* process.  *Enrollment Information* includes billing information such as credit card information for the purpose of paying fees.

**F.**         ***Site Content*** means all text, graphics, video, audio, links, communications, and other information contained on the *Site*.

**G.         *Privacy Policy*** means the statement of Privacy Policy, as amended from time to time.

3. Eligibility to Participate in Apple Tree Tutors website, virtual platform

To participate as a Member*,* you must be at least 18 years old and certified by the State Board of Education. By using the *Site*, you represent that you are of legal age to form a binding contract, you are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction, and you agree to comply with the terms of this *Agreement*.

4. Account Requirements

If you enroll as a Member*,* you agree to provide accurate, current, and complete *Registration Information* (and, as applicable, *Enrollment Information*) as prompted by the *Registration* and *Enrollment* processes.  You agree to promptly update the *Registration Information*, *Enrollment Information*, and any other information you provide to Apple Tree Tutors, LLCandto keep it accurate, current, and complete. If you provide any information, or we reasonably suspects you have provided any information, that is untrue, inaccurate, not current, or incomplete, we may terminate your account and refuse all access to or use of the *Site*.  You agree that your right to use the *Site* is personal to you, and you may not resell, assign, or make any commercial use of the *Site* or the virtual platform*.*

**5. Password and Security**

Upon Enrollment, you will select a *user name* and *password.* You are solely responsible for use of the *Site*. You must keep your password confidential so that no one else may access the *Site* through your account. You must notify Apple Tree Tutors, LLCimmediately upon discovering any unauthorized use of the *Site* or if you believe your password has been compromised.

6.  Service Access and Speed

**A.** Service speed may vary depending on your online or Internet service provider, location, line quality, inside wiring, Internet traffic, and other factors beyond our control. You acknowledge and agree that you must provide for your own access to the Internet and pay any service fees associated with such access, and that you must provide all equipment necessary for you to make such connection to the Internet, including a computer and modem.

**B.** You may not have full access to the *Site* if the Internet connection for your Internet service provider is down or inaccessible, or if you provide incorrect information.  If your Internet service provider terminates your service, your access to the *Site* may be limited or denied.  Apple Tree Tutors, LLC is not responsible for any such limitation or denial, or for any long-distance, toll, or other charges or fees you incur while you use the *Site*.

**7.  Third Party Sites**

The *Site* may contain links to websites provided or operated by other parties. When you visit any such websites, you do so at your own risk.  We undertake no obligation to monitor such websites and are not responsible for any damage, loss of privacy, or offensive material you may encounter as you navigate away from the *Site.*  You should consult the user agreements and privacy and security policies of any such websites you visit.

****8. Charges and Billing****

You must make the necessary payment at the time you enroll as a Member of Apple Tree Tutors LLC based upon the Payment Option you have chosen. Payments are non-refundable once payment has been withdraw from your bank account. When you are ready to enroll as a Member, you must *may payment to Apple Tree Tutors, LLC through paypal. The Apple Tree Tutors, LLC paypal account name is appletreetutorsllc@gmail.com.* The cost of using our website and virtual platform is as follows:

OPTION A: $30/month This option allows for your membership to expire after one month with the option to renew at the end of the month (or 30-day period)

OPTION B: $27/month This option is a six-month membership to expire after six months with the option renew at the end of six months. The monthly membership fee will automatically be withdrawn from your bank account or charged to your credit card at the end of each month.

OPTION C: $25/month This option is a year membership to expire after a twelve-month period with the option to renew at the end of twelve months. The monthly membership fee will automatically be withdrawn from your bank account or charged to your credit card at the end of each month.

If you choose Option B or Option C and you decide to cancel your subscription before the expiration of the membership, you can choose to accelerate the expiration of your membership. You will be charged a one-time acceleration fee of $100.00.

9. Disclaimer of Warranties

Our Website and the Services provided through it are provided on an “AS IS” and “AS AVAILABLE” basis. Your use of this Site shall be at your sole risk. Apple Tree Tutors, LLC disclaims to the fullest extent permissible by law, and you waive, all warranties of any kind, whether expressed, implied, or statutory, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement, in connection of the Website and your use thereof. Apple Tree Tutors, LLC makes no warranties or representations about the accuracy or completeness of this Website's content and assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content, (ii) any unauthorized access to or use of our Site, (iii) any interruption or cessation of transmission to or from our Website. (iv) any bugs, viruses, Trojan horses, or similar which may be transmitted to or through our website by any third party, (v) any errors or omissions in any content and/or (vi) any loss or damage of any kind incurred as a result of the use of any content transmitted or otherwise made available through the Website. You assume the entire risk of loss and damage due to your use of the Website, including but not limited to the cost of repairs or corrections to your hardware or software.

**10. Limitation of Liability**   
 Your use of our Website is entirely at your sole risk. Apple Tree Tutors, LLCshall not be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages or losses, including without limitation loss of use, data, profits, goodwill, or other intangible losses, whether based in contract, tort, strict liability, or otherwise, which you may incur in connection with the use of our *Site*.

**11. Indemnification**   
 You agree to indemnify and hold Apple Tree Tutors, LLC from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys’ fees), arising out of your acts or omissions, including claims resulting from your use of the Website.

**12. Choice of Law**  
 The terms of this User *Agreement* and use of this *Site* is governed by the laws of the State of Mississippi.

**13. Copyrights and Trademarks**

**A.** All content included on this *Site*, such as text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of Apple Tree Tutors, LLC and protected by U.S. and international copyright laws. Any software used on this *Site* is the property of Apple Tree Tutors, LLC or its software suppliers and protected by U.S. and international copyright laws.

**B.** Apple Tree Tutors is a trademark of Apple Tree Tutors, LLC andmay not be used in connection with any product or service that does not belong to Apple Tree Tutors, LLCin any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Apple Tree Tutors, LLC*.*

**14. Mandatory Arbitration**

**Any dispute under this *Agreement* shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.**

**15. Entire Agreement**

This *Agreement* shall constitute the entire *Agreement* between the parties and any prior understanding or representation of any kind preceding the date of this *Agreement* shall not be binding upon either party except to the extent incorporated in this *Agreement*.

**16. Assignment of Rights**

The rights of each party under this *Agreement* are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**17. PRIVACY POLICY**

**A.**Apple Tree Tutors, LLC does not collect personally identifiable information about individuals who visit our *Site* except when the information is specifically provided on a voluntary basis. Personally identifiable information on *Users* will not be sold or otherwise transferred without the approval of the *User.* Apple Tree Tutors, LLC reserves the right to contact a *User* regarding account status, changes to the *Agreement* and other matters relevant to the use of the *Site*. Apple Tree Tutorsreserves the right to change this policy at any time. Any such change will be posted on the *Site*.

**B.** Our *Site* may use cookies to facilitate easier navigation within the *Site* and provide a higher level of convenience for the visitor. A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a website. Any use of cookies used by our *Site* will not written to the visitor's hard drive, exist only until the browser is shut down, do not contain any personal information regarding the visitor, and do not retrieve any information from the visitor's personal computer.

**C.** Credit Card Purchases: Information provided for your purchase (including billing name, billing address, telephone number, and fax number) will not be shared or sold to anyone outside of Apple Tree Tutors, LLCnor to any third party. Payment information (such as credit card numbers and expiration dates) is treated confidentially and will not be shared with anyone except the financial institutions used to process payments.

**D.** We use the Paypal Software to protect your billing information. Paypal encrypts information and keeps the data private and confidential between your computer and Apple Tree Tutors, LLC. This technology makes it safe to transmit your credit card number over the Internet.

**18. Termination** This Agreement is effective until terminated by Apple Tree Tutors, LLC at any time without notice. In the event of termination, the disclaimers and

limitations of liabilities set forth in this Agreement shall survive.

**19. Monthly E-Mails and Newsletter**

If you wish to receive our monthly e-mails and/or newsletter, please contact us at:

Megan Thornton

Appletreetutorsllc@gmail.com

**20. Contacting Us**

If you have any questions about this privacy statement, the practices of this Site, or your dealings with this Site, you can contact:

Megan Thornton

Appletreetutorsllc@gmail.com

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