



ATRIUM EDUCATIONAL LLC TERMS AND CONDITIONS OF SERVICES

Atrium Educational LLC ("Atrium" or "we") provides tutoring, educational placement, and enhancement services through various methods. By using our services, "you" (the consumer, student, parent, and/or legal guardian, as applicable) all agree to be legally bound by the following Terms and Conditions ("Terms"). We may update these Terms at any time. The most current version is available at www.atriumeducational.com.

1. **Services** Atrium provides services including, but not limited to, selecting and placing tutors, educational advisors, coaches and consultants (collectively, "tutors"). "Atrium" refers to both the company and the services it provides. "Tutors" includes any individual or entity that has provided, or was affiliated with the provision of, services to Atrium clients within one (1) year of your service period (the "Protected Period").
2. **Late Cancellation** If you cancel a session with less than twenty-four (24) hours' notice, you are responsible for the full cost of that session. If no parent or guardian is present to supervise at a live service location, the tutor may refuse to proceed, and the session will still be billable.
3. **Non-Solicitation of Tutors** You agree not to directly or indirectly engage, solicit, or accept services from any tutor introduced by Atrium during the Protected Period without written consent from Atrium. This includes attempts to bypass Atrium's role after a tutor has been introduced. If such circumstances occur, you agree to pay Atrium the full amount it would have received on a gross revenue basis if services continued through Atrium, which is not what Atrium may have earned, irrespective of any direct payment to the tutor. Tutors agree to the same terms and conditions before providing services for Atrium.
4. You further agree during the Protected Period not to: (a) Solicit or facilitate tutoring services from any Atrium tutor for yourself or others, except through Atrium; (b) Encourage or assist any Atrium tutor to work independently or for another person or company; (c) Hire or attempt to hire any person affiliated with Atrium, including an tutor; and (d) Persuade or encourage any tutor to leave Atrium.
5. **Safety and Conduct** You agree to the following: (a) tutors may not be left alone with a student in a residence; a parent or guardian must always be present; (b) tutors should work in a common area visible to others; (c) tutors are instructed not to enter a residence unless a parent or guardian is present; sessions missed due to this will be charged; (d) tutors may not transport students in vehicles under any circumstance. Further, personal relationships beyond the tutoring arrangement are prohibited. You may not touch a tutor inappropriately, use profanity, or engage in any physical or verbal misconduct.
6. **Breach and Legal Remedies** If a dispute arises from a breach of these Terms, the prevailing party is entitled to recover reasonable legal fees and costs. If any part of these Terms is found invalid or unenforceable, the remaining provisions will remain in full effect. These Terms benefit Atrium and its successors, affiliates, and contractors. You confirm that you enter this agreement voluntarily and understand that Atrium would not provide services without your agreement to these Terms. Gendered terms and singular/plural references shall be interpreted as necessary to apply contextually. Headings are for reference only.

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7. **Privacy and Legal Requests** We may disclose your information with your consent or in response to legal requirements, such as a civil subpoena. When legally allowed, we will notify you of such requests so that you may take appropriate action.
8. **Payment and Disclaimers** You agree to pay for all services provided. Atrium's services are provided "as-is." We are not responsible for delays, errors, or service interruptions. Your only remedy for dissatisfaction is to request a different tutor or terminate services; this does not relieve you from payment obligations until the termination date. Atrium makes no guarantees about results and disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.
9. **Remote Services and Privacy** When services are provided via Zoom or other electronic platforms, Atrium will make reasonable efforts to protect the confidentiality of sessions and any shared information from unauthorized disclosure in the ordinary course of business. However, no system, platform, or transmission over the internet is entirely secure or immune to hacking or other unauthorized access. You acknowledge and accept this risk by using our services or portal electronically. Atrium will not be liable for any unauthorized access, data breach, or disclosure resulting from the use of such electronic systems beyond our reasonable control.
10. **Limitation of Liability** Atrium is not liable for any direct, indirect, incidental, special, or consequential damages, including lost profits or opportunities, even if advised of such possibility. Violations of these Terms may result in irreparable harm to Atrium.
11. **Indemnification** You agree to indemnify and hold harmless Atrium, its affiliates, officers, directors, employees, and agents from any third-party claims, damages, or expenses (including attorney's fees) arising from your actions or breach of these Terms.
12. **Governing Law and Disputes** These Terms are governed by the laws of the State of New York, without regard to conflict-of-law principles. Legal services of process may be made by regular and certified mail. Both parties waive the right to a jury trial and agree to resolve disputes through a bench trial.
13. **Amendment to Terms of Service.** Atrium may modify or terminate its services at any time without liability. You may read our updated terms on our website at www.atrimumeducational.com. Continuation of services after any amendment will be provided subject to the amended terms.
14. **Trademark** "Atrium Educational" is a Federally Registered Service Mark of Atrium Educational LLC and may only be used with prior written permission. Unauthorized use of the name, logo, or any related branding is strictly prohibited.
15. **Entire Agreement.** These Terms represent the complete agreement between you and Atrium regarding the services provided and supersede all prior agreements or understandings, written or oral. Any waiver of a term must be in writing and signed by Atrium.