

Thank you for choosing The Behavior Analysis Tutor. We value our clients and are committed to providing excellent services. In order to ensure a smooth and fair experience for everyone, we have developing the following terms and conditions:

1. **Payment.** The Student agrees to pay The Behavior Analysis Tutor (BAT) with One Piece At a Time, LLC the agreed upon package or hourly rate for tutoring services. The Student understands that he/she will be charged for time in one hour increments (unless otherwise specified). The student will pay his/her bill online via the BAT website or PayPal. Students must schedule all tutoring hours within a maximum of 10 weeks (according to the length of the selected tutoring package). No services will be rendered without prior payment of service.
2. **Cancellation.** If the Student does not show up for or cancels a session with less than 24 hours' notice, the Student will be billed at the hourly rate (\$60) for that session. The Student may cancel a prepaid session up to 24 hours before the scheduled time for reasons of a family emergency or sickness without incurring the cancellation fee. Sessions not attended for any other reason by the student without giving 24 hours prior notice to the BAT shall be charged at the full rate. If the BAT cancels a session for any reason and at any time more than 24 hours prior to the start of the session, we will apply that payment to a future session that the BAT and Student agree upon.
3. **Rescheduling.** The Student may reschedule any session for any reason without incurring a fee if the session is rescheduled more than 24 hours prior to the scheduled session. Students cannot reschedule sessions with less than 24 hours of the scheduled session.
4. **How to Cancel or Reschedule.** The Student is responsible for cancelling or rescheduling in their member portal using the appropriate link.
5. **Refunds.** One Piece At a Time will issue refunds in select circumstances and on a case-by-case basis. The Student may receive an 80% refund of the total cost of the service if the service/tutoring package is cancelled more than 24 hours prior to receiving any services. That is, if Student has not received access to any student materials nor met with the BAT for tutoring they are eligible for a refund. No refunds will be issued for any other circumstances. Once services have been rendered the sale is final.
6. **Refund Processing.** Refunds will be processed within 7-10 business days after the cancellation request has been made and verified.
7. **Location.** All services are rendered virtually using Zoom. The BAT will not accommodate any other venues.
8. **Obligations of the Student.** The Student will provide information to the BAT to assess and identify subject areas that the Student requires specific tutoring. The Student agrees to provide their own materials needed for each tutoring session (i.e., notebook, writing instruments, computer, etc.). The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work thoroughly and promptly.
9. **Scheduling Time.** All scheduling must be done through The Behavior Analysis Tutor website. It is the student's responsibility to make sure the schedule is accurate.
10. **Scope of Tutoring.** The BAT shall provide education services in a variety of content areas and related skills such as study strategies, organization, motivation and confidence. The Scope of Tutoring may be amended from time to time as agreed upon by the Parties.
11. **No Guarantees or Warranties.** The Student understands that the BAT does not guarantee any specific outcomes as a result of tutoring. The BAT will provide a tutor to help the student

succeed. The rest depends on the student. The One Piece At a Time cannot guarantee the outcome of the Program and the BATs comments about the outcome are expressions of opinion only. One Piece At a Time makes no guarantees other than that the services described in Paragraph 8 shall be provided to Student in accordance with the terms of this agreement. Student acknowledges that the BAT nor One Piece At a Time cannot guarantee that the Student will pass the certification exam or any additional results, as such outcomes are based on subjective factors that cannot be controlled by the BAT.

12. **Intellectual Property.** Student may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Materials, in whole or in part without our prior written consent. Content uploaded to the membership group, or other platform remains the intellectual property of the individual owner, however, by uploading the content, Student grants One Piece At a Time a perpetual, irrevocable license to use and display such content. Student also agrees not to modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any material uploaded or provided by other students, in whole or in part without our prior written consent. Company reserves the right to immediately remove Student from the Program, without refund, if Student violates this intellectual property policy or otherwise commit breach under this Paragraph.
13. **Waiver of Negligence.** The Student waives any negligence on the part of the BAT.
14. **Limitation of Liability.** In the event of litigation, The BAT's total liability shall not exceed the amount of money Student paid the BAT for services rendered.
15. **Termination.** This tutoring contract may be terminated by either party at any time by giving the other party seven days prior written notice.
16. **Merger Clause.** This contract represents the complete agreement between the Student and the BAT. It can only be modified in writing. The website is not part of the contract.

I acknowledge that I have read the Contract and understand its terms and conditions. By submitted payment to One Piece At a Time, I am signing this Contract on my own free will and agree to be obligated under its terms.