

## **1. Overview and Important Definitions**

The Felicity Motivational Group Company and the Felicity Motivational Group World Wide Web site (site), the services provided in connection therewith (the Services) and the software available for download from Felicity Motivational Group, Inc. or the site in connection with the Services (the Software) are owned, operated and maintained, as applicable, by Felicity Motivational Group ("we", our or us). By (1) using or accessing the site or the Services; (2) downloading, accessing, installing or using the Software; or (3) paying for someone else to use or access the site or the Services or download, access, install or use the Software, you agree to the terms and conditions set forth below (Terms). If you do not agree with these Terms, neither you nor your designee or giftee may access, download, install, or use (as applicable), the site, the Services or the Software. For the purposes of this agreement, you means a parent or guardian who pays for access to the Services as well as the student who accesses or uses the Services. If you are a parent, guardian, or other person who enables a child to access the Services, you agree to stand in the shoes of such child for the purposes of making us whole in case of damages or indemnification that could properly lie against a child, if not for his or her age.

**If someone else is paying for (or authorizing) your tutoring account, you agree to print this document and hand it to them.**

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective immediately upon posting to the site and your continued use of the site, Services and/or Software constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms as posted on the site.

## **2. Services**

Through our Services, site and Software, we enable users to connect with independent contractors (Tutors, Life Coaches, and Academic Advisers") who provide live, one-to-one instruction, tutoring and learning services in our proprietary online classrooms (Tutoring Sessions). The Services include, without limitation, keeping track of users' favorite Tutors, smart-matching users with the best available Tutors, facilitating and hosting Tutoring Sessions, and taking feedback from users.

As part of the Services, we require all Tutors to pass a third party verification service ("Verification Service"), which makes reasonable commercial efforts to confirm the validity of Tutors' claimed educational credentials and lack of criminal history. We do not control, and are not responsible for, the Verification Service or any information provided by such Verification Service. Furthermore, we do not endorse or make any representations or warranties regarding the reliability of the Verification Service or Tutors.

You are solely responsible for all service, telephony and/or other fees and costs associated with your access to and use of the Services and for obtaining and maintaining all telephone, computer hardware and other equipment required for such access and use.

The Services are available 360 days of each standard year, and 361 days of each leap year. The Services are unavailable on national holidays such as New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day. On those holidays the Services close beginning at 1:00 a.m. and they reopen at 2:00 p.m. on the following day (all times Eastern).

As an online service Felicity Motivational Group Direct may periodically be unavailable as we perform regular maintenance and upgrades.

### **3. Privacy Policy**

We are concerned about privacy while accessing the site and using the Services. Please review our [Privacy Policy](#) on the site.

### **4. Registration Obligations**

To use the Services, you will need to register on the site, pay any applicable fees, and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account(s), username(s) and password(s) and for all activities and liabilities associated with or occurring under your account(s), username(s) and password(s). You must notify us immediately of any unauthorized use of your account(s), username(s) or password(s) and any other breach of security, and (b) ensure that you exit from your account(s) at the end of each session. We cannot and will not be responsible for any loss or damage arising from your failure to comply with this requirement or as a result of use of your account(s), username(s) or password(s), either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account(s), username(s) or password(s).

You may not transfer your account(s), username(s) or password(s) to another person, and you may not use anyone else's account(s), username(s) or password(s) at any time without the permission of the account holder. In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such user; (ii) controlling the user's access to and use of the Services; and (iii) the consequences of any misuse. In the event that you permit a minor to use your account(s), we reserve the right to provide access to your account(s) and all information contained therein to such minor's parents, guardians or other authorized adults, including, but not limited to, authorized school representatives. (An exception to this is that we will never share your credit card information.) For additional information on how we use your information, please see our [Privacy Policy](#). Your obligations with respect to registration are described below.

In consideration of your use of the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being "Your Data"), (b) maintain and promptly update Your Data

to keep it true, accurate, current and complete; and (c) comply with these Terms of Use. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we believe that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account(s) and refuse any and all current or future use of the Services, or any portion thereof. You agree not to use the site, the Services or the Company Content (as defined below) to recruit, solicit, or contact in any form Tutors or potential Consumers for employment or contracting for a business not affiliated with us without our advance written permission.

If you reside outside the United States, your registration indicates your explicit consent that the personal information you have provided may be transferred and stored in countries outside your home country—including the United States. Your personal information shall only be used in accordance with our [Privacy Policy](#).

## **5. User Content**

Any materials, information, communications or ideas that you upload, communicate or otherwise transmit or post to us, the site, the Tutors or the Services by any means ("User Content") will be treated as non-confidential and non-proprietary, and may be disseminated or used by us for any purpose whatsoever, including, but not limited to, quality control and professional development, as well as our developing, manufacturing, and marketing our current and/or future Services. By uploading or otherwise making available any User Content, you automatically grant and/or warrant that the owner has granted to us the perpetual royalty-free, non-exclusive, world wide right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the User Content for any purpose. You agree that we may record all or any part of any Tutoring Sessions (including voice chat communications) for quality control and other purposes. We reserve the right to review the Tutoring Sessions for any purpose. Notwithstanding anything to the contrary above, you agree that we own all transcripts of Tutoring Sessions and all comments that you may provide to us on or through the site, the Services any other means as a part of user satisfaction or other similar surveys, and that these Terms shall be deemed an irrevocable assignment of all such transcripts and comments, each portion thereof and all intellectual property rights therein to us.

## **6. Copyright**

You acknowledge that the Software, the technology underlying the Services, and all other software, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, and other data or copyrightable materials, including the selection and arrangements thereof, provided or made available to you in connection with the site, the Software or the Services (collectively, the "Company Content") are the proprietary works of us and/or our affiliated and/or third party providers and suppliers (Third Parties) and are protected, without limitation, pursuant to U.S. and foreign copyright laws. Except as expressly authorized by us or in these Terms, you may not copy, reproduce, publish, perform, distribute, disseminate, broadcast, circulate, modify, create derivative works of, rent,

lease, sell, assign, sublicense, otherwise transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit the site, Company Content or the Services, in whole or in part. You will not, in any manner, without our prior written approval, decompile, disassemble, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, the Software or any other Company Content, the site or the Services. You may not store any significant portion of any Company Content or the Services in any form, whether archival files, computer-readable files or any other medium. You may not "mirror" any Company Content or the Services on any server. Any unauthorized or prohibited use of the Software, other Company Content, the site or the Services may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

You may download and print a reasonable number of copies of documentation provided or available in connection with the Company Content for noncommercial personal or educational use only and we grant you a limited, non-perpetual, revocable, nontransferable, non-assignable, non-exclusive, royalty-free license to access and utilize the Services, the Software and the other Company Content for noncommercial personal or educational purposes while these Terms are in full force and effect; provided that (i) any permitted copies of documentation provided or available in connection with the Company Content contain, in an unmodified form, (a) all language designations contained in the materials originally provided to you by us indicating the confidential nature thereof and (b) all copyright or other proprietary rights notices contained in the materials originally provided to you by us and an original source attribution to us and/or the applicable Third Parties; and (ii) you will not modify of any of the Company Content except as approved by us in advance in writing. You acknowledge that we and/or Third Parties, as applicable, hold all right, title and interest in and to all tangible and intangible aspects of the Company Content, the site and the Services, including without limitation, all patents, copyrights and trade secrets pertaining thereto, and that, except for the limited rights set forth above, you do not acquire any intellectual property right or license in any of the foregoing by downloading or printing the Company Content or otherwise, including without limitation, by accessing or using the site, the Company Content or the Services. The rights granted to you herein are revocable by us in accordance with these Terms.

## **7. Confidential Information**

You agree to safeguard the Company Content and the Services (collectively, Proprietary Information) and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. You will not, without our prior written approval, directly or indirectly, use or disclose the Proprietary Information to any person or business entity except for a limited number of your employees who are on a need-to-know basis and who agree in writing to be bound by the restrictions on use and disclosure set forth in these Terms or restrictions no less restrictive than these Terms. You agree to promptly notify us in writing of any use or disclosure of Proprietary Information in violation of these Terms. You acknowledge that the use or disclosure of the Proprietary Information in any manner inconsistent with these Terms will cause us irreparable damage and that we will have the right to (i)

equitable and injunctive relief to prevent such prohibited use or disclosure, and (ii) recover the amount of all damages (including attorneys fees and expenses) in connection with such prohibited use or disclosure.

## **8. Links**

The site or the Services may provide links to non-Felicity Motivational Group, Inc. World Wide Web sites or resources (Third Party Sites). This may include Tutors sending links to Third Party Sites and/or causing Third Party Sites (such as study resources or online education pages) to pop-up for your review. Because we have no control over Third Party Sites, you acknowledge and agree that we are not responsible for the availability of Third Party Sites, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or available from Third Party Sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, services or other materials available on or through any Third Party Sites or for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography, or profanity contained therein.

## **9. Conduct**

You may only access the site and use the Company Content and the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Services. You shall not upload to, distribute through, or otherwise publish through the site or the Services any content that you do not have the right to transmit or that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, otherwise objectionable, or that could constitute or encourage a criminal offense, violate the rights of any party, or otherwise give rise to liability or violate any law. You agree that you will not in any way: (i) interfere with the ability of others to access or use the Services; (ii) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to use the site or the Services; (iii) claim a relationship with or to speak for any individual, business, association, institution, or other organization for which you are not authorized to claim such a relationship; or (vi) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services. You agree that you will treat the tutors with respect and not use obscenities in the classroom, make threats, or discuss matters other than those directly related to the academic subject for which you seek help. You agree that you will not disclose any information to a Tutor that could be considered personally identifiable information including your full name, address, telephone number, email address, social security number, password or any other information that could be used to identify or locate you. A violation of this agreement may lead to a suspension of your account. Similarly, you agree that you will not solicit any such information from any tutor, and agree that if any tutor ever discloses such information to you, asks you for any personal information, or

suggests any offline meeting or conversation, you agree to immediately report this to us by phone and in writing.

You acknowledge that we may screen User Content, and that we shall have the right (but not the obligation), in our sole discretion, to remove any User Content, including terminating tutoring sessions. Without limiting the foregoing, we have the right to remove any User Content that violates these Terms or is otherwise objectionable. You agree and acknowledge that we may preserve User Content and may disclose User Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these Terms, respond to claims that any User Content violates the rights of third parties or protect our rights, property or personal safety or that of our users and the public.

You agree that if you access our system or Tutors through any method that is in any way improper, or allow anyone else to do so, you will pay us \$50 per hour and any part thereof, plus all costs we incur related to detecting and investigating your improper action(s), for each hour or part thereof that you access or allow anyone else to access our system or Tutors. You agree that these costs may at our sole discretion include our inside and outside attorney time and fees as well as the fees of private and forensic investigators and all court and other costs associated with collecting the amounts you owe. For the purposes of document, improper access means any access other than following our defined procedures for creating a valid account and paying for the tutoring you receive. Examples of improper access include (but are not limited to) using any means to circumvent our registration or payment systems, hacking our system in any way, sharing your account information with a third party (regardless of whether the particular third party can be identified), logging yourself or a third party in simultaneously, or failing to log yourself out after a session and (regardless of intention) thereby allowing others to access your account. Improper access also includes using any artifice or method (such as using multiple email accounts) to avoid paying for service. This may include, but is not limited to: using multiple email accounts, using multiple "get started" promotion codes or offers, deliberately keeping sessions under five minutes to avoid depletion of Time Bank minutes, and credit card fraud.

## **10. Disclaimer of Warranty; Limitations**

THE COMPANY CONTENT, THE SITE, THE SERVICES (BOTH ONLINE OR IN PERSON) AND EACH PORTION THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE COMPANY CONTENT, THE SERVICES AND EACH PORTION THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR

OTHERWISE RESPECTING, THE COMPANY CONTENT, THE SITE, THE SERVICES, EACH PORTION THEREOF OR ANY THIRD PARTY SITES.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE COMPANY CONTENT, THE SITE, THE SERVICES OR ANY PORTION THEREOF, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE SITE, THE COMPANY CONTENT, THE SERVICES OR ANY PORTION THEREOF RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATE, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NEITHER WE, NOR THIRD PARTIES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE COMPANY CONTENT, THE SITE, THE SERVICES OR ANY PORTION THEREOF OR IN ANY REPORTS OF VERIFICATION SERVICES. YOU AGREE NOT TO HOLD US (OR OUR AGENTS, EMPLOYEES OR TUTORS) LIABLE FOR ANY INSTRUCTION, ADVICE OR SERVICES DELIVERED WHICH ORIGINATED THROUGH THE SITE, THROUGH ANY VERIFICATION SERVICE OR IN CONNECTION WITH THE COMPANY CONTENT, THE SERVICES OR ANY PORTION THEREOF.

## **11. Indemnification**

You agree to indemnify, defend and hold harmless us, and our affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers (including our affiliates' respective officers, directors, agents, partners, employees, licensors, representatives, and third party providers), from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorney's fees and related costs and expenses, due to or arising out of any User Content you submit, post to, email, or otherwise transmit to us or through the Services, your use of the Services, the Company Content or any portion thereof, your connection to the Services, or your breach of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with such defense and in asserting any available defenses.

## **12. Trademark Notice**

The trademarks, service marks, and logos (the "Trademarks") used and displayed on the site or in any Company Content are registered and unregistered Trademarks of us and others and are protected, without limitation, pursuant to U.S. and foreign trademark laws.

Nothing on the site, the Services or otherwise should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the site or in connection with the Services, Company Content or Software, without the written permission of the applicable Trademark owner. We aggressively enforce our intellectual property rights to the fullest extent of the law. You may not use the Trademarks, either ours or others, in any way without the prior written permission of the applicable Trademark owner. We prohibit use of our logo as a "hot" link to any other World Wide Web site unless approved by us in advance in writing.

### **13. Copyrights and Copyright Agents**

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent (identified below) a notice with the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- and f. a statement by you, made under penalty of perjury, that the above information in your notice to us is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent  
Felicity Motivational Group  
P.O. Box 158531  
Nashville, Tennessee 37215

By email: [legal@felicitymotivationalgroup.com](mailto:legal@felicitymotivationalgroup.com)

### **14. Local Laws; Export Control**

Recognizing the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data

exported from the United States or the country in which you reside. In addition, if you reside in a country which is prohibited by law, regulation, treaty or administrative act from entering into trade relations with the United States or its citizens, you may not use this Site. Such countries may include Cuba, Iran, Iraq, North Korea, Serbia, Syria and Sudan, and it is your responsibility to ensure that you comply with U.S. law in this regard.

## **15. Modifications to the Service**

We may add, change or eliminate features, pricing, nomenclature and other aspects of the Services and make other changes at any time and these Terms will continue to apply to the Services as modified. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the site or the Services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, suspension, or discontinuance of the site or the Services.

## **16. Termination**

Either party may terminate these Terms by providing the other with notice of such termination, which shall be effective immediately upon delivery of such notice to the other party. We may terminate these Terms immediately without notice for any breach by you of these Terms or any of our applicable policies, as posted on the site from time to time. Furthermore, we may terminate these Terms without notice to you by terminating your rights to use the site or the Services for any reason or no reason. In the event of termination or expiration of these Terms, the following sections of these Terms shall survive: all provisions regarding ownership of intellectual property, indemnification, disclaimer of warranties and limitations of liability, the provisions of this section which, by their nature apply after termination, and the General provisions below. All licenses granted under these Terms terminate immediately at the end of your subscription period, unless you renew have renewed your subscription and paid any applicable subscription fees. You agree that upon the termination of these Terms, we may delete all information related to you on the Services and may bar your access to the site and use of the Services. Upon the termination of these Terms you will immediately destroy any downloaded or printed Company Content.

## **17. General**

These Terms and any policies applicable to you posted on the site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. All rights not expressly granted herein are expressly reserved. These Terms shall inure to our benefit and to the benefit of our agents, licensors, licensees, successors, and assigns. If any provision of these Terms is found to be illegal or unenforceable, these Terms will be deemed curtailed to the extent necessary to make the Terms legal and enforceable and will remain, as modified, in full force and effect. These Terms and all matters or issues collateral thereto will be governed by, construed and enforced in

accordance with the laws of the State of Tennessee applicable to contracts executed and performed entirely therein (without regard to any principles of conflict of laws), and jurisdiction for any court action in the State of Tennessee and Davidson County. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. Nothing in these Terms shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound.

## **18. Purchase, Payment and Billing**

Felicity Motivational Group Direct works like a Time Bank. When you purchase minutes and/pr sessions, we add them to your account balance. When you finish a tutoring session, we deduct the time you spent from your account balance. You only pay for the time you use.

Because every family has different needs, we may offer different ways to purchase. These methods may include:

1. Pay as you go
2. Auto-Replenish plan

Either way, you will be able to connect to one of our professional tutors in Math, Science, English or Social Studies 24 hours a day, 7 days a week. By using either method you agree to be held by both our terms of use and [Privacy Policy](#).

Felicity Motivational Group only accepts PayPal as the form of payment for online services. Pay Pal is the securest and most convenient way to pay. By using any additional forms of payment that we may add in the future, you agree to be held by both our terms of use and [Privacy Policy](#).

For "pay as you go" purchases now or in the future, your credit card will be charged on the date that you make your purchase at our web site or by telephone with one of our representatives. (Please do not email us your credit card number at any time for a purchase, as email is not secure and your credit card number could be intercepted by third parties who read your email as it travels through the Internet from your computer to our computers.) We will not bill your credit card again unless and until you make an additional purchase.

### **The following applies only if an "auto-replenish" option is available:**

If an "auto-replenish" option is available, by default it will not be enabled until you decide to activate it. With the "auto-replenish" feature enabled, you need not worry that

your account will run out of minutes unexpectedly, as we will automatically add minutes to your account when your Time Bank balance reaches a certain number of minutes. (usually 30) You have the choice of "auto-replenishing" your account with 30, 100, 200, 300, 500 or 1,000 minutes. However, if "auto-replenish" is not enabled, when the time in your Time Bank expires you will need to make another purchase to continue connecting to tutors and/or academic consultants.

**The following applies only if a monthly plan option is available:**

If a "monthly plan" option is available, your credit card will first be charged on the day you sign up for your plan at our web site or by telephone with one of our representatives. When you sign up for a "monthly plan" you are agreeing that each month we will charge your credit card for the number of minutes you have signed up for. For example, if you sign up for a 300 minute "monthly plan" today, we will charge your card today and place 300 minutes into your Time Bank. One month from today we will again charge your card and place another 300 minutes into your time bank. We will continue to do this each month until you call us to change, suspend or cancel your "monthly plan." Important note: the minutes we place in your account will "roll over" to the following month repeatedly, for 6 months. For example, if you sign up for a 300 minute "monthly plan" but only use 240 minutes each month, we will roll over 60 minutes each month and your Time Bank balance will grow larger and larger. If this happens we recommend that you either (a) sign in more often and connect with a tutor for more help with homework, essays, science projects, and exam preparation, or (b) call us to switch to a smaller monthly plan.

"Monthly plan" customers have the option of placing their billing on hold at any time, for up to three months. While we anticipate that most customers will use this feature during the summer months, you are welcome to use it anytime you would like us to temporarily refrain from billing your credit card and adding more minutes to your account. Please note that this feature does not affect your ability to continue to use the minutes in your Time Bank to connect to a tutor. For example, if you sign up for a 300 minute "monthly plan" and after three months your Time Bank balance is up to 540 minutes because you only used 180 minutes in each of the preceding months, you might want to suspend the billing on your account for a month or two so that we would not place more minutes in your Time Bank when you already had plenty to meet your needs.

"Monthly plan" customers enjoy an optional feature we call "overage." With "overage" protection you need not worry that your account will run out of minutes unexpectedly, as we allow you to continue working beyond the number of minutes in your monthly plan, and charge your credit card at the time of your next monthly bill for any extra minutes you used. For example, if you are a "300 minutes a month" customer with "overage" enabled, and you use 420 minutes in a particular month, when we charge your card for the following month's service we will add those 120 minutes to your account and charge your credit card for a total 420 minutes of service. A few important notes about the "overage" feature: (1) If you incur overage charges and then cancel your account before your next monthly charge is due, we will immediately charge your credit card for any

overage minutes you have used. (2) Overage minutes are charged at the same low rate as your monthly plan. (For example, if you are on a "300 minutes per month plan" where the hourly rate is \$25.80 per hour, and you have 60 minutes of "overage," we will charge you \$25.80 for those 60 minutes of overage.) (3) The overage limit for each account is equivalent to the number of minutes in your plan. (For example, if you are on a "180 minutes per month plan" you are limited to 180 minutes of overage each month. If you are on a "300 minutes per month plan" you are limited to 300 minutes of overage each month.) If you find yourself frequently using the overage feature you would probably save money by changing to a monthly plan with a higher number of minutes. (4) We expressly reserve the right to discontinue the overage feature in general at any time, or, at our sole discretion, disable the overage feature on any account.

## **19. Satisfaction Guarantee**

While we hope that you will be completely satisfied with our Service, and we are proud that more than 90% of Felicity Motivational Group users would recommend us to a friend, we know that occasionally you may have an unsatisfactory experience. This is normal for a service that offers numerous expert tutors, each with their own personal style and expertise. If you find yourself in a session with a tutor you do not like working with, we recommend that you immediately and politely end the session. We will then connect you to the next available tutor. If you do not know how to connect to the next available tutor, just contact customer service at 615-775-5043 or email: [support@felicitymotivationalgroup.com](mailto:support@felicitymotivationalgroup.com). A different tutor may be better able to help you.

If you do have an unsatisfactory session, please let us know about your experience so that we may investigate and hopefully improve our service. We would also like to credit your Time Bank for any minutes that may have been subtracted during an unsatisfactory session and, if applicable, offer a refund. To report an unsatisfactory session you may call us during business hours at 615-775-5043, or you may sign in to your account and use our automated system. We will then review the session and credit your account when appropriate. Please remember that our tutors will not give answers to questions! They will only help you understand how you can solve problems for yourself. Accordingly, we do not give credit for sessions in which a student demands that a tutor provide the answer or in which a student has obviously displayed rude behavior / disrespect towards the tutor. Rude behavior includes, but is not limited to:

1. Name Calling
2. Lack of interest in the session
3. Performing other unrelated activities during the session

## **20. 6 Month Limit on Refunds for Unused Time**

If your account has "minutes" or "Time Bank" feature, and you would like to cancel your account for any reason please call us at 615-775-5043 and we will close your account and

refund your card for any unused time that remains in your Time Bank. Please note that for security reasons we can not process refund requests by email or by voice mail.

Each purchase that you make is good for 6 months, after which time it expires. However, it is important to note that each purchase you make is evaluated separately, and when you connect to a tutor we always use the "oldest" minutes in your account first. This works out best for you and makes it extremely unlikely that any of your minutes would expire unless you stopped using the service completely for 6 months and neglected to cancel your accounts.

For example, if you buy 600 minutes today and three months from now you buy 600 more minutes, when your original balance is down to 120 minutes those 120 minutes are the next to be subtracted from your account when you work with a tutor. If you have any question about this or any other Felicity Motivational Group policy, please feel free to call us during business hours at (800-411-1970).

## **21. Felicity Motivational Group Free Trial Cards and Promotions**

Felicity Motivational Group Cards and Free Trial Promotions are limited to United States and Canadian residents only. Limit one per student. Felicity Motivational Group Cards and Promotions are a risk-free way to try Felicity Motivational Group. There is no obligation to purchase anything at any time. Individual authentication is required to limit the use of Felicity Motivational Group Cards to one per student. Redeeming a Felicity Motivational Group Card requires disclosure of certain personal identifying information. Void where prohibited.