

The following terms and conditions (the “Terms” or “Agreement”) govern the use of the Aimers Academy LLC Website (the “Website”) and the products and services made available on or through the website (collectively, the “Service”). The Service is owned and operated by Aimers Academy, LLC (“Aimers Academy”). The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other rules, policies and procedures that may be made available on the Service from time to time.

Please read these Terms and any additional terms applicable to your use of the Services before using it. By accessing or using the Services, you confirm your agreement to be bound by these Terms. These Terms expressly supersede prior agreements or arrangements with you regarding using the Services.

If you fail to abide by the Terms’ provisions, except as otherwise permitted by us, you agree that we may suspend or delete your user account.

Throughout these Terms, we use “Aimers Academy,” “we,” “us,” and “our” to refer to Aimers Academy, LLC, offering our Services to you. “You” refers to you as an individual who uses the Aimers Academy services.

IMPORTANT ARBITRATION NOTICE: THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES, INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES ARISING OUT OF YOUR USE OF OUR SERVICE UNLESS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

1. Changes to the Terms

We may modify these Terms at any time, at our sole discretion, as they are subject to change. If we do so, we will let you know either by posting the modified Terms on the Service or through other communications, such as the mobile phone number and email address registered in your account. You must review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the platform, you are indicating to us that you agree to be bound by the modified Terms.

If you do not agree to be bound by the modified Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

2. Description of Services

We offer online tutoring services in different subjects as described on our website. Tutoring is conducted via video conference, phone, chat, email, or other remote methods. All services are delivered by experienced, qualified tutors. However, we make no guarantees of specific results or test scores.

3. Eligibility, account registration and security

To be eligible to sign up and make use of the Aimers Academy Services as a registered user, you must be 18 years of age, or up to the age of the majority in your country. By signing up to use the Services, you represent and warrant that you are at least 18 years old or visiting this website under the supervision of a parent or legal guardian if you are between the ages of 13 and 18 years old.

In order to access and use certain features of the Services, you may be required to create and maintain a user account (“account”). To create an account, you will be required to choose a username and specify a password.

By creating an account, you are expected to provide us with accurate and complete registration information (including but not limited to your email address and/or mobile telephone number, and payment information). You may also be required to provide some more information from time to time, and you agree to provide Aimers Academy with such information as may be required of you from time to time. You will also keep your registration information accurate and up-to-date.

You agree that you shall not impersonate or misrepresent your identity with any person or entity, including by using another person’s login, password, or other account information, without authorization from such person or entity.

You are solely responsible for maintaining the privacy and proper use of your user IDs, password and account, and you are solely responsible for all activity conducted via your account by you or by anyone who uses it. You agree to keep your user ID and password secure at all times. You must notify us immediately if you believe that your account password has been compromised.

Aimers Academy will not be responsible to you or any other party for any loss that may arise from the unauthorized use of your account, whether with or without your knowledge. You also

agree to indemnify and hold us harmless for any losses incurred by Aimers Academy or any other party as a result of someone else making use of your account as a result of your failure to safeguard your account.

4. Intellectual property, copyrights and trademarks

Intellectual property: All the content included on the Aimers Academy Services, including, but not limited to, images, code, illustrations, text, scripts, graphics, audio clips, video clips, documentation, and other interactive features made available to you on the Service, logos, trademarks, and service marks contained herein, are owned by Aimers Academy or its licensors. Other service marks, logos, and names on this Service are the property of their respective owners. Any use of the Service or the contents made available to you through the Service other than as specifically authorized herein without our prior written permission is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. This license is revocable by Aimers Academy at any time without notice and with or without cause. Despite the foregoing, we make no claim to the trademarks, copyrights, patents, or other intellectual property contained in certain third-party features, which are entirely the property of its owner, assignees, and licensees.

License and restrictions: As an authorized user and subject to your compliance with these terms as expressly stated herein and your payment of all applicable fees, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the services provided in connection with the Service is solely for your own use, and not for the use or benefit of any third party. Unless otherwise expressly authorized herein or in the Service or any documentation provided by us, you agree not to display, publish, copy, modify, create derivatives from, upload, transfer, use, distribute, license, sell or resell for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

5. Fees, payment and tax

Except where otherwise stated, the fees of the Services are the fees set out on the Website at the time of your purchase. All fees are shown in United States Dollars. Applicable fees for services must be paid in advance via accepted payment methods. We reserve the right to change fees or billing policies by posting updates on our website.

Making payment requires you to have a valid method of payment, such as a credit card or debit card, PayPal, and through other online payment methods made available to you on the payment

page (a "Payment Method"). You are responsible for all charges incurred in connection with your payment, and you agree to pay the fees and charges for any purchased service.

Aimers Academy will add applicable sales tax on the fees as necessary. The total price for any service you purchase will be inclusive of any applicable tax.

6. User conduct and prohibited activities.

You hereby represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the service will be in violation of the rights of any third party, including but not limited to the copyright, trademark, publicity, privacy or other personal or proprietary rights.

You agree, undertake and confirm that your use of the Service shall be strictly in accordance with the following binding guidelines and code of conduct when interacting with other users of the Service:

- a. You shall not host, display, upload, modify, publish, transmit, update or share any document or information which:
 - i. Violates local, state, or federal laws and regulations.
 - ii. Infringes upon the copyrights of another person, including pirated software or links to such content, or provides information on circumventing copy protection.
 - iii. Is grossly harmful, harassing, defamatory, obscene, pornographic, pedophilic, libelous, invasive of privacy, hateful, racially or ethnically objectionable, encouraging money laundering or gambling, or otherwise unlawful.
 - iv. Is patently offensive, such as sexually explicit content, promotes obscenity, pedophilia, racism, bigotry, hatred, physical harm, or exploitation of individuals.
 - v. Involves the transmission of 'junk mail,' 'chain letters,' spam, or contains malicious computer programming routines.
 - vi. Promotes illegal activities or abusive, threatening, obscene, defamatory, or libelous conduct.
 - vii. Provides instructions for illegal activities, such as creating computer viruses or illegal weapons, or violating privacy.
 - viii. Contains images of another person (minor or adult) without consent.
 - ix. Attempts unauthorized access or exceeds authorized access to the Service, solicits passcodes or personal information for unlawful purposes, or interferes with others' use of the Service.
 - x. Refers to websites or URLs that, in our sole discretion, contain inappropriate content or violate these Terms."

- b. You shall not use any automated tools or manual processes to access or monitor the website, its content, or its structure in an attempt to obtain access, materials or information not intentionally provided by us.
- c. You shall not abuse any discounts, coupons, or promotions by harvesting or farming discounts or coupons.
- d. You shall not use the Service for fraudulent or illegal purposes or in connection with a criminal offense or any unlawful activity.
- e. You shall not test the Service's vulnerability, breach security measures, or attempt to trace any user's information, including personal identification, other than your own information as provided by Aimers Academy.
- f. You shall not attempt to obtain another user's account username, password, or other security information.
- g. You shall not conceal your true IP address or otherwise misrepresent or impersonate your identity.
- h. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Services or with any other person's use of the Services.
- i. In group classes, students are expected to interact respectfully and refrain from intentionally hurtful comparisons of grades, scores, or results.

7. Refusal of service

Services offered by Aimers Academy are subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity without the obligation to assign a reason for doing so.

8. Confidentiality

In this Agreement, confidential information shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, in connection with your use of the service, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure.

As a user of our services, we assure you that whatever confidential information you provide to us will remain confidential (except to the extent that such information has entered the public domain other than through a breach of this Agreement).

9. Feedback, your content and submissions

While users are not directly able to submit content such as reviews, comments, pictures, or any other form of user-generated content on the website, we may initiate communication with users via email to solicit reviews or comments. In such cases, users may be given the opportunity to provide feedback, reviews, or comments via email.

By voluntarily responding to such emails and providing feedback, reviews, comments, or any other form of content, users grant us the non-exclusive, royalty-free, perpetual, and irrevocable right to use, display, reproduce, modify, adapt, publish, translate, distribute, and create derivative works from the provided content, in any media or medium, for any purpose, commercial or otherwise, without the need for further approval or compensation.

Users acknowledge and agree that any content provided to us via email becomes our property and may be published on the website at our discretion.

Users also understand that they are solely responsible for the content they provide and that it should comply with all applicable laws and regulations, including intellectual property rights and privacy considerations.

We also reserve the right to review, edit, or reject any content provided by users via email and may, at its sole discretion, choose not to publish or remove any submitted content without prior notice.

10. Privacy

In the course of accessing and/or using the site and the Services that we offer; we may obtain certain information about you, or you may be required to provide certain information to us. All uses of your information will be treated in accordance with our Privacy Policy, which herein forms an integral part of these Terms. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

11. Third-party content and resources

The Service may permit you to link to other websites, services or resources on the internet, and other websites, services, or resources may contain links to the Services ("Third-Party Content"). These other websites or resources are not under Aimers Academy's control, and you

acknowledge that Aimers Academy is not liable or responsible for the content, accuracy, functions, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Aimers Academy.

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 the use of or reliance on any content, information, or services available on or through any such website or resource.

12. How we communicate: consent to electronic transactions, communication, and disclosures

To the fullest extent permitted by law, these Terms and any other agreements, notices or other communications from Aimers Academy to you regarding our services and the services being offered to you, (“Communications”) may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Aimers Academy website, chats and/or delivered to your email address.

Opting-out and withdrawal of consent: You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, we may still send you relevant information about your account and any transaction detail carried out between you and us by virtue of the Aimers Academy Services. You further acknowledge and agree that opting out and withdrawing consent may impact your use of the Aimers Academy service.

13. Copyright and infringement notification

Aimers Academy respects the copyright property of others and asks its users of our Services to do the same. Aimers Academy’s website may not be used to transmit, retransmit, distribute, post, or store any material that violates any person’s rights, including rights protected by copyright, trade secret, patent, or other intellectual property or similar laws and/or regulations. If you are of the opinion that your intellectual property has been replicated or utilized on our website in a manner.

14. Disclaimers and Warranties

AIMERS ACADEMY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY EXPRESS OR IMPLIED WARRANTIES: (A) THAT THE WEBSITE, WEBSITE CONTENT, SERVICES, ADVICE, INFORMATION OR LINKS PROVIDED OR DISPLAYED ON THE WEBSITE WILL MEET YOUR

REQUIREMENTS; (B) THAT THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR THAT ANY ERRORS WILL BE CORRECTED; (C) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE WEBSITE, WEBSITE CONTENT, SERVICES, OR PRODUCTS WILL BE CORRECTED; AND (D) REGARDING THE WEBSITE, USER CONTENT, WEBSITE CONTENT, SERVICES, PRODUCTS, ADVICE, INFORMATION OR LINKS PROVIDED BY ANY THIRD PARTIES OR USERS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. NEITHER AIMERS ACADEMY NOR ANY PERSON ASSOCIATED WITH AIMERS ACADEMY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICE, USER CONTENT, SITE CONTENT, SERVICES, PRODUCTS, INFORMATION AND OTHER MATERIALS CONTAINED THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER THE AIMERS ACADEMY NOR ANYONE ASSOCIATED WITH THE AIMERS ACADEMY REPRESENTS OR WARRANTS THAT THE SITE OR ITS CONTENTS WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR SERVICES THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

15. Limitation of Liability

AIMERS ACADEMY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR AGENTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGES, ARISING FROM OR CONNECTED TO THE USE OF OUR WEBSITE. THIS INCLUDES ANY INTERRUPTION TO THE WEBSITE, LINKS TO EXTERNAL SITES, OR DOWNLOADING OF MATERIALS.

IN NO EVENT SHALL AIMERS ACADEMY'S TOTAL LIABILITY EXCEED THE LESSER OF THE TOTAL AMOUNTS PAID BY YOU TO AIMERS ACADEMY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR FIFTY DOLLARS (\$50) IF NO PAYMENTS WERE MADE. THESE LIMITATIONS ARE FUNDAMENTAL TO OUR AGREEMENT.

IF YOU ARE DISSATISFIED WITH OUR SERVICES OR THESE TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USING OUR WEBSITE AND SERVICES.

16. Indemnification

You agree that as a condition of use of the Website, you will indemnify, defend, and hold harmless Aimers Academy, its officers, directors, employees, agents, licensors and suppliers (collectively, the “Service Providers”) from and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from your use of the Website or any product, including any claims alleging facts that if true would constitute a violation of these Terms or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Website using your account.

17. Choice of law and jurisdiction

These Terms and your use of the Service are governed by and construed in accordance with the laws of the State of California, U.S.A., applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

18. Dispute resolution; arbitration

(i) Informal negotiations

To expedite dispute resolution and control the cost of any dispute, controversy or claim related to this Agreement (or the breach, termination, enforcement, interpretation or validity thereof) (“Dispute”), you, as a user of the Aimers Academy, agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. We are available by email at info@theaimersacademy.com to address any concerns or questions that you may have regarding your use of the Aimers Academy Services.

(ii) Agreement to binding arbitration

You and Aimers Academy agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website, Products or Content (collectively, “Disputes”) will be settled by binding arbitration in the event where informal negotiation did not work, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”).

All claims arising out of or relating to these Terms (including their formation, performance, and breach), the parties' relationship with each other, and/or your use of the Aimers Academy Website will be finally settled by binding arbitration administered by AAA, in accordance with the AAA Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties will select a single neutral arbitrator in accordance with the AAA Consumer Arbitration Rules. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. Either party may elect to appear at the arbitration by phone or, if mutually agreed, to conduct it online in lieu of appearing live. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity.

(iii) Arbitration rules

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

(iv) Arbitrator's decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award will be in writing and provide a statement of the essential findings and conclusions, will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms will be subject to the Federal Arbitration Act.

(v) Class action and class arbitration waiver

You and Aimers Academy agree, to the fullest extent permitted by applicable law, that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or

class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(vi) Changes

Notwithstanding the provisions as regards how we can make changes to these Terms, if Aimers Academy changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to info@theaimersacademy.com) within 30 days of the date such change became effective, as indicated in the email sent to you by Aimers Academy notifying you of such change. By rejecting any change, you agree that you will arbitrate any Dispute between you and Aimers Academy in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

19. General provisions

(i) Typographical errors

Aimers Academy reserves the right to revoke any stated offer and correct any inaccuracies, errors, or omissions.

(ii) Waiver

No waiver of any of the provisions of this Agreement will constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either Party to enforce any of the provisions of this Agreement at any time will in no way be construed to be a present or future waiver of such provisions. We do not guarantee that we will will pursue legal actions against all breaches of this Agreement.

(iii) Force Majeure

Notwithstanding the other provisions of this Agreement, if Aimers Academy is in good faith prevented from performing its obligations under this Agreement because of an event beyond its control, including without limitation, any act or omission of our third-party partners, war (declared or undeclared), acts of God, terrorism, earthquake, accident, explosion, fire, flood or pandemic, Aimers Academy will be relieved from performing its obligations provided that, it will take all reasonable steps to promptly remedy the cause of such delay or failure if it is in its power to do so.

(iv) Entire Agreement

These Terms and other policies presented to you constitute the entire agreement between you and us concerning the Website and its use and supersede all prior agreements, proposals, communications between the parties, and understandings, whether oral or written.

20. Questions or complaints?

Feedback, comments, requests for technical support, and other communications relating to the Services should be directed to us. Please contact us at info@theaimersacademy.com.