

# The Math Blackboard

*Emboldening students to reach their true math potential through interactive online tutoring*

Phone: 218-310-1940

Site: [www.mathblackboard.com](http://www.mathblackboard.com)

Email: [ruth@mathblackboard.com](mailto:ruth@mathblackboard.com)

## Terms and Conditions:

### 1. Overview

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE YOU AGREE TO THE TERMS AND CONDITIONS SET OUT HERE. PLEASE CLOSE THE BROWSER WINDOW IN THE EVENT YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET OUT HEREIN. FOR THE PURPOSES OF THIS TERMS AND CONDITIONS, "WE", "OURS" AND "US" SHALL MEAN The Math Blackboard. "YOU" AND "YOURS" MEANS A PARENT OR GUARDIAN WHO PAYS FOR THE SERVICES OF A STUDENT UNDER THE AGE OF 18 AS WELL AS THE STUDENT WHO ACCESSES OR USES THE SERVICES. "SERVICES" MEANS ANY ONE OF THE PROGRAMS OF SERVICE OFFERED BY The Math Blackboard, AS OUTLINED IN THE "Services" SECTION BELOW. IF SOMEONE ELSE IS PAYING FOR YOUR USE, YOU AGREE TO PRINT THIS DOCUMENT AND HAND IT TO THE PERSON PAYING FOR (OR AUTHORIZING) YOUR TUTORING ACCOUNT.

We reserve the right to make changes to these Terms and Conditions at any time without prior notice. Any such modifications will become effective immediately upon posting to the site and your continued use of the site and services constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms as posted on the site. The most current version of these Terms of Use can be reviewed by clicking on the "Terms & Conditions" located at the bottom of the pages of our site. The most current version of the Terms of Use will supersede all previous versions. Your use of our services or continued use of our service after changes are made means that you agree to be bound by such changes.

### 2. Privacy Policy

We are concerned about your and our users privacy while accessing the site and using the Services. Please review our Privacy Policy to understand our practices.

### 3. Services

Through our services, we enable users to connect with a math tutor who provides instruction, tutoring, and learning services through the use of interactive technologies. The services include one-on-one live, interactive, tutoring sessions; live, interactive group math study sessions; and homework help through email communication. Email support is provided following one-on-one interactive tutoring sessions.

The live, interactive tutoring sessions take place using one of several communication options (telephone conferencing, live audio connection through the internet classroom space, Skype, or other similar applications) and an interactive whiteboard on which we will work together.

The Homework Help service is provided through email communication. For submissions received before 9 PM (CDT), you will receive a reply before the start of the next business day (8 AM CDT). For submissions received after 9 PM (CDT), you will receive a reply by 12 PM (CDT) of the next business day. The reply will

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consist of a written narrative or step-by-step of the solutions, and worked out mathematical notations in a jpg, pdf, or screen shot file. Homework Help queries must be sent to [homeworkhelp@mathblackboard.com](mailto:homeworkhelp@mathblackboard.com). Your queries must include your name, telephone number, email, and the written homework problem or problems on which you are seeking help.

You are solely responsible for all service, telephone, internet, 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. In order for each live, interactive tutoring session to operate for the entire time for which you have signed up (60 minute session or 90 minute session), it is your sole responsibility to have your equipment set up and ready to receive information and the live connections from us. Additionally, if there is specific information or problem sets that you would like to submit to our tutor prior to your session, you are responsible for sending images or information regarding your math goals at least 15 minutes in advance of the start of your session in order that you will receive a full hour of live tutoring interaction. These documents are to be emailed to [ruth@mathblackboard.com](mailto:ruth@mathblackboard.com).

#### 4. Hours of Availability and Scheduling

We provide services throughout the day and evening hours, seven days a week. It is in your best interest to schedule live, interactive sessions well in advance in order to secure a time that works well with your schedule. When you have secured a time frame for a tutoring session, you are guaranteed that such time is securely set aside for you. Short notice or last minute scheduling of a session will be allowed if the requested time frame is available.

#### 5. Technology

We attempt to ensure stability and availability of all technologies used by us. In the event of technology failure on the part of us so that a live, interactive session cannot take place, you will be given one of the following options: 1) be refunded the full cost value of the session, 2) be given opportunity to reschedule the session to another time, or 3) continue with the scheduled session using telephone conference.

You are solely responsible for all service, telephone and/or other fees and costs associated with your access to and use of the services; and you are solely responsible for obtaining and maintaining all telephone, computer hardware, internet connections, and other equipment required for access and use of our services. If you are unable to connect for a scheduled live, interactive session due to technology failure, you will be given one of the following options: 1) reschedule, with no penalty, to another available time that takes place within two days of the original session, 2) cancel the session and incur the penalty for a cancellation made in less than 24 hours in advance, or 3) continue with the scheduled session using telephone conference.

#### 6. Cancellation and Refunds Policy:

If you need to cancel a scheduled session(s), you will receive a full refund if cancellation is received at least 24 hours in advance of the start of the session. Cancellation notice is to be sent to [ruth@mathblackboard.com](mailto:ruth@mathblackboard.com) OR by texting to 218-310-1940. You must include your name and the time of the scheduled session that you are cancelling in your message.

A refund of 50% of the amount of the scheduled session is given if cancellation for a scheduled session is made less than 24 hours in advance.

If you have purchased a 10-hour package tutoring session and you cancel remaining sessions before all ten are used, you will be refunded the amount that would remain had the used sessions been charged at the higher rate of single sessions.

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There are no cancellations or refunds of a Homework Help submission once the submission is made. Homework Help will be charged at the listed rate for any submissions made.

If you have a balance remaining in your account and decide to no longer receive tutoring services from us, any refunds due to you will be issued by a check from our business office within a month that you have called us with notification that you will no longer be using our services. Please note that for security reasons, we can process refund requests only by phone. You must call us at 218-310-1940 to inform us that you will no longer be receiving our services and would like any remaining balance refunded to you.

## 7. Payments

Use our secure, online payment system to pay by debit card or by credit card; or for Wells Fargo customers, utilize Wells Fargo SurePay online banking service of transferring funds from your Wells Fargo account to The Math Blackboard business account.

Payments are to be made before service is given. When you select an online tutoring plan or service and make payment online, we immediately charge your credit card or debit card and put into your account the amount of money paid. Payment for a 10-hour package is to be paid in full prior to the first hour of service. The amount of funds placed in your account remains in your account until you use the entire balance with our services or until you cancel and request a refund.

Following any payment received or any services completed, an invoice noting a history of payments made and debits to your account balance will be sent electronically to the email you supply for billing and payment transactions. As the balance in your account is depleted, you may add to the balance in your account.

## 8. Pricing

Specific pricing options are discussed during the free consultation and demo, with details sent to you via an electronic document.

We reserve the right to change prices without advance notice and to offer promotions periodically to certain groups of customers that may not be available to all customers. Rates will not increase in the middle of an existing 10-hour package but can change for subsequent new packages.

## 9. Electronic Communications

By using our Services, you consent to receiving electronic communications from us. These communications will include notices about your account (e.g., payment received, amount deducted from account for services received) and information concerning or related to our Services, such as featured content, announcements, or special offers. You accept that any notice, agreements, disclosure, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## 10. Links

Some of the hyperlinks and banners on our site may lead to other websites that are not controlled by or affiliated with us (Third Party Sites). In addition, other Web sites may link to our site. We have not reviewed these Websites and are not responsible for the content or privacy policies of these websites. 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.

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## 11. Right to Terminate

We reserve the right to terminate or restrict your use of our Service, without notice, for any or no reason whatsoever. Any funds remaining in your account will be refunded to you within one month of termination of services.

## 12. Modifications to the Services

We may add, change, or eliminate features, pricing, and other aspects of the Services at our discretion and make other changes at any time and these Terms & Conditions will continue to apply to the modified Services. 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 such modification, suspension, or discontinuance of the site or the Services.

## 13. Conduct

The site may be accessed and the Company Content and the Services may be used for lawful purposes only. 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 agree that you will not in any way:

- (1) interfere with the ability of others to access or use the Services;
- (2) 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;
- (3) 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
- (4) 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, 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 solicit any personal 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.