

## Terms of Use

### 1. Overview and Important Definitions

The 4.0 and Go facilities (site), the services provided in connection therewith (the Services) and select materials distributed in connection with the Services (Select Materials) are owned, operated and maintained, as applicable, 4.0 and Go (four.o). ("we", our or us). Select Materials do not include copyrighted materials provided in accordance to the Copyright law doctrine of Fair Use. Fair Use materials include, but are not limited to, publically accessible test questions, review sheets, homework problems, and User Content (defined below). By (1) using or accessing the site or the Services; (2) purchasing, accessing, or using the Select Materials; or (3) paying for someone else to use or access the site or the Services or download, access, install or use the Select Materials, 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 Select Material. For the purposes of this agreement, you means a parent, guardian, student, or customer who pays for access to the Services and the Select Materials 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 Select Material 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 we enable users to connect with tutors ('Tutors') who provide one-on-one, or group, instruction (tutoring) and learning services at our facilities (Tutoring Sessions), or in a public location mutually agreed upon by each participating party. The Services include, without limitation, tutoring, test reviews, question and answer sessions.

You are solely responsible for all service, telephony, parking and/or other fees and costs associated with your access to 4.0 and Go facilities/site 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 currently available as shown on our website's class schedule section.**

Times listed are subject to change without user permission or acknowledgement. Service availability/scheduling is at the sole discretion of 4.0 and Go. Service hours for a specific course are defined by the listed course times specifically identified by our schedule posted online. Business hours are dynamically listed online and are defined as the beginning of the first tutoring session (for any course) for that day and conclude fifteen minutes after the

beginning of the final course offered that day, or morning associated with that business day. Business hours are subject to change without notice.

### **3. Privacy Policy**

We are concerned about privacy and your privacy while accessing the site and using the Services. Please review our Privacy Policy on the site. Services

### **4. Service Acquisition**

Services may be acquired via purchase of a ticket on site without registration, or via 4.0andgo.com with registration.

### **5. Registration Obligations**

To acquire Services online, you will need to register on the website, 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. (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 and (b) 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.

## 6. 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, with the exception of academic source materials such as textbooks and workbooks, which you assert you are entitled to upload under the "fair use" doctrine of copyright law. In addition, if you request that our system display a representation of a page or problem from a textbook or workbook, you expressly warrant that you are in proper legal possession of such a textbook and that your instruction to our system to display a page or problem from your textbook is made for the sole purpose of facilitating your tutoring session, as a classic example of "fair use" under copyright law.

You agree that we may record all or any part of any Tutoring Sessions 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 and recordings of Tutoring Sessions and all comments that you may provide to us on or through the site, the Services or any other means, such 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.

## 7. Copyright

You acknowledge that the Select Materials, the technology underlying the Services, and all other software, designs, 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 Select Materials or the Services (collectively,

the "Company Content") (excluding Fair Use materials) 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 Select Material 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 Select Materials, 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 Select Materials 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.

## **8. 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.

## 9. Links

The website, site, or the Services may provide links to non-4.0 and Go. 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 PayPal or Google Maps) 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.

## 10. Conduct, Fraud, and Consequences of Fraud

You may only access the website 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 website 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 and customers with respect and not use obscenities in the classroom, make threats, solicit business for non-4.0 and Go businesses, 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 defraud or access our system (or Tutors) through any method that is in any way improper, attempt to do so, or allow anyone else to do so, you will immediately pay us \$50 per hour, plus all costs we incur related to detecting and investigating your improper action(s), for each hour (or part thereof) that you (a) obtain improperly, (b) use, and/or (c) allow anyone else to use.

You agree that our cost of investigation will always be a minimum of \$250 and will include inside and outside attorney and paralegal time and related fees, as well as the fees of private and forensic investigators and all court and other costs associated with collecting the amounts you owe, such as the costs related to requesting subpoenas from courts and then serving those subpoenas on you as well as serving them on Internet Service Providers, phone companies, schools, and other persons or organizations that we feel may be able to assist with our investigation.

For the purposes of this document, defrauding our system or accessing them improperly means creating accounts and/or adding time to them and/or using time from them in any manner other than by following our defined procedures for creating valid accounts and then 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, using the system when you have been notified that your permission to use the service has been revoked, sharing your account information or anyone else's 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 using a third party's account. Improper access also includes using any artifice or method (such as using multiple email accounts, cell phone numbers, and/or credit card numbers) to attempt to avoid paying for service. This may include, but is not limited to using multiple "We Pay You" promotion codes or offers, deliberately avoiding depletion of account minutes, selling or auctioning of login credentials, and credit card fraud.

Further, you explicitly agree that if you have at any time provided us with a valid credit card number for any reason, including initial authorization of your account, you hereby explicitly

agree that we have your approval to charge your card for the full amount of the time you obtained improperly, plus a minimum of \$250 towards our costs. For example, if you create twenty accounts on 4.0 and Go under a hypothetical "one free hour" promotion, using multiple cell phones and/or credit cards, you agree that we may charge your card \$1,000 (twenty hours times \$50) plus \$250 in costs, for a total of \$1,250. You further agree that you will not dispute such a charge and that we retain the right to collect any additional actual costs.

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

THE COMPANY CONTENT, THE SITE, THE WEBSITE, THE SERVICES 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 WEBSITE, 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.

## **12. 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.

### **13. 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 Select Materials, 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.

### **14. 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: General Manager  
4.0 and Go  
205 University Dr  
College Station, TX 77840  
By email: 4.0andgomanager@gmail.com

## **15. 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 Website. 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.

## **16. 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.

## **17. Termination**

We 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 website 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, Consequences of Improper Conduct, Fraud or Abuse, 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.

## 18. 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 Texas 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 and County of Texas. 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.

## 19. Purchase, Payment, Refunds, Class Differentiation

**Season Passes Purchases:** When you purchase Season Pass (subscription) for a course, we add this pass onto your 4.0 and Go account. Season Passes allow access to all materials, content, tutoring and test review sessions associated with that course for the semester in which purchased. Season Passes are non-refundable with the exception a cancelled 4.0 and Go course, or with proof of Q-Drop from the associated University, in which case a partial refund via four.o credit may occur. All Season Pass partial refunds will have the total number of hours, and their associated price, deducted from the final sale price of the Season Pass prior to partial reimbursement for that specific Season Pass purchase. Absolutely no refunds are available after 15 days from the individual's Q-drop date.

**Ticket Purchases:** Tickets may be purchased on site, or online through 4.0andGo.com. All website purchases require the activation of a 4.0 and Go account and such purchases will be added to your account and redeemable at the specific time associated with that ticket. All unredeemed tickets may not be refunded, or transferred. Tickets purchased on site may be purchase with, or without, a 4.0 and Go account.

**Private Tutoring Sessions:** Private Tutoring Sessions must be scheduled and purchased online through 4.0andGo.com. four.o Credit may be used to purchase Private Tutoring Sessions. Upon scheduling a Private Tutoring Session, the user's contact information will be

provided to the scheduled instructor (Tutor). All Private Tutoring Sessions are non-refundable. Private Tutoring Sessions cancelled outside 24 hours of the scheduled tutoring session will be converted to four.o Credit and are non-refundable. Private Tutoring Sessions cancelled within 24 hours of the scheduled tutoring session will neither be refunded, nor converted to four.o Credit. Private Tutoring Sessions rescheduled outside 24 hours of the scheduled tutoring session will be applied to a new tutoring session date, or otherwise converted to four.o Credit. Private Tutoring Sessions may not be rescheduled within 24 hours of the scheduled tutoring session, and will be considered a non-refundable cancellation unless otherwise authorized by the scheduled instructor, or 4.0 and Go management.

**four.o Cards:** 4.0 and Go accounts are free. All 4.0 and Go account holders have the option for a four.o Card. These cards may store four.o Credit, Season Passes, Tickets, and Voucher Credit. There is a five-dollar replacement fee for four.o Cards.

**four.o Credit:** four.o Credit may be purchased by anyone and allocated to the 4.0 and Go account of their choosing. four.o Credit may be used towards season pass purchases, ticket purchases, Select Materials including packets and packet classes, Private tutoring sessions, and food/drink purchases. four.o Credit is non-refundable, and may not be transferred to a different account. four.o Credit must be used within one year of acquisition. All credit after one year of acquisition will be void, and permanently non-refundable.

**4.0 and Go Vouchers:** Vouchers may be distributed at the discretion of 4.0 and Go employees. Voucher credit may added to an individual's 4.0 and Go account or provided in a one-time, non-refundable ticket form. 4.0 and Go is not responsible for lost voucher tickets. Vouchers may be used as compensation for early class dismissal or packet material. Vouchers credit is four.o Credit and may be redeemed as such.

**Class Differentiation:** 4.0 and Go consists of two categories of classes. The first are Standard Classes, and the second are Packet Classes. Standard Classes include: tutoring, test reviews, teaching materials, and Select Materials. All such materials are available with the purchase of a ticket for that class session. Some teaching materials (including Fair Use materials) are available to anyone with no charge—these do not include Select Materials. Packet Classes may consist of packet material, study guides, test questions/answers, and associated teaching aids. Packet Classes may also include a COMPLEMENTARY tutoring session. Such tutoring sessions are not included in the price of the Packet Class and are therefore at the discretion of 4.0 and Go to be included, or excluded, from scheduling at any point in time without notification.

## 20. Offers and Promotions

All offers and promotions are provided at the discretion of 4.0 and Go tutoring and may be discontinued, or amended, at anytime with notice, or without notice.

## 21. Satisfaction Guarantee

We hope that you will be completely satisfied with our Service, and we are proud that we can claim overwhelming satisfaction from our students since 1994. We have a remarkably positive reputation and are consistently growing with repeat visits and recommendations.

However, we do understand that occasionally you may experience dissatisfaction. If you do have an unsatisfactory session, please let us know about your experience so that we may investigate and hopefully improve our service. To report an unsatisfactory session you may call us during business hours at 979-268-8886, or you may send us an email at [4.0andgomanager@gmail.com](mailto:4.0andgomanager@gmail.com).

## **22. Governing Law, Personal Jurisdiction, and Venue**

The laws of the State of Texas will govern these Terms of Use, as well as any claim that might arise between you and us, without regard to any conflict of law provisions.

For the purpose of litigating all such claims, you agree to submit to the personal jurisdiction, and that venue is proper in any court located in College Station, Texas.

You agree to resolve any claim, cause of action or dispute you have with us arising out of or relating to these Terms of Use or 4.0 and Go exclusively in a state or federal court located in College Station, Texas.

## **23. Privacy Policy**

4.0 and Go takes your privacy seriously and we want you to know you can trust us with your personal information.

### **Why We Need Your Personal Information**

4.0 and Go is a tutoring service that requires frequent material updating, rescheduling, and material collections. As a result, we need to collect some personal information to help us provide you the most reliable and efficient service possible. Here are some of the things we need your personal information to be able to do:

- Make your tutoring sessions current and effective
- Store your course schedule for 4.0 and Go scheduling reminders
- Complete your purchases
- Contact you about your account
- Send you newsletters by mail or email about our service
- Ask you for your feedback to help make our service better
- Respond to your email requests for information and/or customer service

You trust us with your Personal Information. So, we do everything we can to make sure your information is safe in our systems. Some things we will NOT do are:

- We WILL NOT sell your personal information to anyone
- We WILL NOT send you newsletters or promotional mail or email if you tell us not to

## **We Share Your Personal Information With Those Who Pay For Your Account and With Those Vendors Who Help Us Process Transactions**

If your parents and/or your school pay for/subsidize any of your tutoring, we may share your Personal Information with them at their request. For the purposes of our Privacy Policy, a third party (such as a parent) is considered to be subsidizing your tutoring if it has negotiated a special price or trial offer for its students. On the other hand, if you pay us for your own account, without the involvement of a third party, we will not share your Personal Information with them.

If you use a promotion code at 4.0andgo.com to create an account, or to add minutes to an account, we may let the source of that promotion code know that you used that code. For example, if you sign up for 4.0 and Go as part of our referral program, we may let your friend know that you redeemed their tell a friend offer.

We share your personal information with the vendors (companies) that help us process transactions, such as charging your credit card when you make purchases. Any such sharing is always done subject to a legal agreement that requires them to keep your personal information strictly confidential.

## **We May Share Your Personal Information For Safety or Legal Reasons**

If we have reason to believe that disclosing your Personal Identification is required by law, is reasonable to protect someone from possible injury, or as part of a internal or external legal investigation, we may do so.

## **Cookies**

Cookies are files that your Web browser puts on your computer when you visit a Web site. We use cookies to tell us how often you visit our site, and what pages you go to on our site. Sometimes we use files from other companies (called third-party cookies) to help us see where people go on our website, to improve our services and the performance of our advertising. Unless you give us permission, the cookies we use do not store any personally identifying information. For example, If you choose the option to “remember my email address” on our login page, we will store the information we need to identify you on your next visit in a cookie on your computer.

We may use third-party advertising companies to serve ads when you visit our Website. These companies may use information (not including your name, address email address or telephone number) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you.

## **Links to Other Sites**

Sometimes, we link to other sites. 4.0 and Go does not make these sites, and we can't be responsible for what they post on their sites.

## Contacting the Website

If you have any questions, comments or concerns about 4.0 and Go's privacy policy, you can contact us:

4.0 and Go

205 University Drive

College Station, TX 77840

[4.0andgomanager@gmail.com](mailto:4.0andgomanager@gmail.com)