

Terms and Conditions and Privacy Policy

Aiming Higher Academy, LLC

Last updated: 02/24/2020

1. Definitions

The Academy: Aiming Higher Academy, LLC, its members, employees, agents, authorized representatives, and contractors.

The Student: The person who will be attending classes/workshops offered by the Academy. Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

The Website: www.aiminghigheracademy.com

Workshop: Math workshop or aviation ground school as advertised on the Website

Lesson: One-on-one sessions, based on hourly rate with 1 hour minimum. Lessons are pro-rated to the nearest 15 min.

2. Payment

The Student shall pay the Academy the agreed-upon rate for instruction either in Math or in Aviation. The Student understands that he/she will be charged the full Workshop and that payment in full will be made in advance. The Student will pay a deposit online via the Website (credit card or Paypal). The balance shall be paid before the start of the Workshop in person. For Lessons, the Student shall pay at the end of each Lesson.

3. Cancellation

If the Student cancels a Workshop refunds shall be issued in accordance with the following schedule:

- a) more than 14 days before the start date of the Workshop, a full refund shall be given.
- b) between 7 and 13 days before the start date of the Workshop, 50% of the deposit of that Workshop shall be retained by the Academy.
- c) between 0 and 6 days before the start date of the Workshop, the full deposit shall be retained.
- d) after the start of the Workshop, the full amount for that Workshop shall be retained by the Academy.

If the Student cancels a Lesson less than 24 hours before the start of the Lesson, they shall be charged 1 hour at the applicable hourly rate.

The Academy reserves the right to cancel a Workshop if registration for that Workshop is insufficient or in the event of unforeseen circumstances. In the event of an Academy cancellation, the Academy will attempt to accommodate the registered Students for a different Workshop or will provide a full refund to those Students who cannot be accommodated.

4. Location

Workshops are scheduled at off-site locations. That may include city or county facilities, public or private schools, or churches. By using the premises, the Academy is not promoting the facility. Lessons shall take place at a mutually convenient public place.

5. Obligations of the Student

The Student shall attend the entirety of the Workshop unless prior arrangements have been made. Student agrees to purchase and bring the materials as enumerated on the workshop materials list in the workshop description on the Website. The Student agrees that group work will be assigned during the Workshop and that participation in those discussions is mandatory and for the benefit of the Student. The Student agrees that reviewing material from earlier days will help with retention and with the new material being presented.

6. Obligations of the Academy

The Academy will provide a qualified instructor for each workshop. The instructor shall be a professional with teaching experience. The Academy will make arrangements for the location of Workshops before the publication of the Workshop on the Website. The Academy will provide the necessary materials for the Workshop and will provide a list of recommended materials to the Student before the start of the Workshop.

7. Scheduling Time

All workshops will be at pre-arranged times. Lessons shall be booked by contacting the Academy.

8. No Guarantees or Warranties.

The Student understands that the Academy does not guarantee any specific outcomes as a result of the instruction provided. To the maximum extent allowed by law, the Website, including, without limitation, all services, products, content, functions and materials contained or available thereon, is provided "as is," "as available", without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data, accuracy, usefulness, or content of information, and any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We hereby disclaim any and all such warranties, express and implied. If you are dissatisfied with the service, your sole remedy is to discontinue using the service. Further, the Academy does not warrant (a) the accuracy, completeness, currency, or reliability of any content, (b) that the results obtained from the use of the services or content will be accurate or reliable, or (c) that the quality of the services or content will meet your expectations.

9. Proprietary rights

You acknowledge and agree that the Academy and/or our licensors own all legal right, title and interest in and to the Services and that the Services are protected by copyrights, trademarks, patents, or other proprietary rights and laws (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

All trademarks, service marks, logos and designs used by the Academy in providing the Services, whether registered or unregistered, are owned by the Academy or other third parties. You may not use or display any trademarks, service marks, logos or designs owned by the Academy or its affiliates without our prior written consent.

The reproduction, duplication, distribution (including by way of e-mail, facsimile or other electronic means), publication, modification, copying or transmission of material available on or through this Website or the Services is STRICTLY PROHIBITED without the prior written consent of the Academy or unless expressly permitted by this Website or the Services. This includes, without limitation, any application, text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on this Website or in person by the Academy. The copying posting, linking, or other use of Content from this Website or the Services on any other website or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on this Website or the Service can be made by contacting the Academy in writing at the address listed below.

10. Limitation of Liability

- The Student expressly understands and agrees that the Academy, its subsidiaries and affiliates, and its licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss. These limitations shall apply notwithstanding the failure of essential purpose of any limited remedy.
- The limitations on the Academy's liability to you in this section shall apply whether or not the Academy has been advised of or should have been aware of the possibility of any such losses arising.
- Some states and jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall the Academy's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) exceed the total amount you have paid to the Academy for its services in the past 12 months or the amount of one hundred dollars (\$100.00), whichever is greater.

11. Termination

Services to the student will terminate at the conclusion of each Workshop or at the conclusion of each Lesson. The Academy is not obligated to perform further services to the Student unless and until the Student contracts additional or continued services.

12. Privacy Policy

The Academy takes your privacy seriously and understands the importance of protecting your personal information. Therefore, this Privacy Policy provides information about our privacy practices.

By visiting the Website or using the products or services offered through this Website, you agree to this Privacy Policy, as it may be amended from time to time.

For Parents of Children under the Age of 13

For any user under the age of 13, we must have permission from such user's parent or legal guardian before we collect or use any personal information of such user on the Website. By booking our services through our Website, you are giving us permission to collect such data. You are welcome to contact us at 386-210-3870 or info@aiminghigheracademy.com to review any personal information we have collected about your child. You may request that we delete this information or specify that we collect no more of your child's information. We will need to verify the identity of anyone requesting information about a child under the age of 13 to ensure that the person is in fact the child's parent or legal guardian.

Information We Collect

We collect information through the sources described below.

Information You Provide to Us.

We collect personal information and non-personal information from you (such as your or your parents' or guardians' name, address, email address, phone number, credit card number) when you:

- book a service through our Website;
- call us;
- purchase our products or services;
- respond to surveys or questionnaires or submit testimonials;
- provide us information at events we host, sponsor, or participate in;
- provide us information on our Website or submit online forms so that we can contact you about products or services you may be interested in or answer questions you have; or
- when you provide us information by other means.

Your Access to Information

You are welcome to contact us at 386-210-3870 or info@aiminghigheracademy.com to review any personal information we have collected about you.

Opting Out of Promotional Correspondence

You may elect not to receive promotional correspondence from us. You are welcome to contact us at 386-210-3870 or info@aiminghigheracademy.com and tell us whether: (i) you would like to opt out of receiving all e-mail promotional correspondence from us in general or (ii) if you would only like to opt out of certain of our e-newsletters or correspondence and if so which ones or (iii) you would like to opt out of receiving SMS or text messages.

Please understand that if you opt out of receiving promotional correspondence from us, we may still contact you in connection with your relationship, activities, transactions and communications with us.

Distribution and Selling of your Information

We do not distribute or sell your personal information to any other individual or site outside of the Academy.

Users Outside of the United States and Canada

By providing personal information to this Website, you understand and consent to the collection, maintenance, processing and transfer of such information in and to the United States and other countries and territories, in accordance with applicable law. You may request that we delete personal information collected from you at the Website by sending an email to info@aiminghigheracademy.com requesting such deletion. There may be circumstances when we may need to retain your information, such as when you are receiving services from us.

13. Changes to the Terms and Conditions and Privacy Policy

The Academy reserves the right, at its sole discretion, to modify these Terms and Conditions and Privacy Policy, at any time and without prior notice. If we modify these Terms and Conditions and Privacy Policy, we will post the modification on the Website or provide you with notice of the modification. We will also update the "Last Updated Date" at the top of these Terms and Conditions and Privacy Policy. By continuing to access or use the Website or services after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms and Conditions and Privacy Policy. If the modified Terms and Conditions and Privacy Policy are not acceptable to you, your only recourse is to cease using the Website and services.

14. Miscellaneous Provisions

- These terms represent the complete agreement between the Student and the Academy. They can only be modified in writing.
- If any part of these Terms and Conditions and Privacy Policy is held invalid or unenforceable, that portion of the Terms and Conditions and Privacy Policy will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of The Academy to enforce any provision of these Terms and Conditions and Privacy Policy will not be considered a waiver of our right to enforce such provision. Our rights under these Terms and Conditions and Privacy Policy will survive any termination of services.
- You agree that any cause of action related to or arising out of your relationship with the Academy must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- These Terms and Conditions and Privacy Policy and your use of the Website and our Services are governed by the Laws of the State of Florida, without regard to conflict of law provisions.
- The Academy may assign or delegate these Terms and Conditions and Privacy Policy in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms and Conditions and Privacy Policy without The Academy's prior written consent, and any unauthorized assignment and delegation by you is void.

15. Contact Us

If you have any questions about these Terms and Conditions and Privacy Policy or if you wish to make any complaint or claim with respect to the Website or the Services, please contact us at: info@aiminghigheracademy.com.

When submitting a complaint, please provide a brief description of nature of your complaint and the specific services to which your complaint relates.

By booking a Workshop or a Lesson and clicking the checkbox, I acknowledge that I have read and understand the Terms and Conditions and Privacy Policy. By clicking the checkbox, I am signing on my own free will and agree to be obligated under these Terms and Conditions and Privacy Policy.