

A Friendly Math Tutor Terms of Service

Last updated: June 25, 2025

Please read these Terms of Service carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms of Service:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Matthew Uhlman a.k.a. "A Friendly Math Tutor", Middle Sackville, NS, Canada.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Service refers to the service(s) provided by the Company.

Terms of Service (also referred as "Terms") mean these Terms of Service that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to <https://afriendlymathtutor.com>

You (referred to as either "You" or "Your" in this Agreement) means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms of Service governing the use of this Service and the agreement that operates between You and the Company. These Terms of Service set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms of Service. These Terms of Service apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms of Service. If You disagree with any part of these Terms of Service then You may not access the Service.

You represent that you are not under the age of 18. The Company does not permit those under the age of 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Service and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Intellectual Property

All content, trademarks, service marks, and materials provided by the Company, including custom solutions, remain Our intellectual property unless otherwise agreed upon in writing. You are granted a limited, non-transferable license to use deliverables solely for their intended purpose.

Payment Terms

Fees for Our Services are stated at the time of purchase or by the service agreement. Payment is due as per the terms outlined at the time of purchase or by the service agreement. You authorize Us to charge your PayPal account, bank card or any other supported payment method, to pay for Our Services. Late payments may result in suspension or termination of Services.

Subscriptions

Some Services may include a subscription. Subscriptions will automatically renew unless canceled prior to the renewal date. You may cancel a subscription at any time by contacting us. No refunds are provided for partial billing periods.

By purchasing any service that includes a subscription, you confirm that you have read and accepted our Terms and you authorize Us to automatically charge your PayPal account, bank card or any other supported payment method, according to the service agreement.

Cancellation Policy

Service cancellations must be submitted by email or in writing at least 24 hours before the scheduled Service date, when applicable. Failure to provide adequate notice may result in a cancellation fee.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and

agree that the Company 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 such content, goods or services available on or through any such websites or services.

We strongly advise You to read the terms of service and privacy policies of any third-party websites or services that You visit.

Termination

We may terminate or suspend Your use of Our Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or

products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Indemnification

You agree to indemnify and hold Our Company and our suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Our Service; your connection to Our Service; your violation of the Terms; your violation of any rights of another; or any action taken by Us, acting reasonably, as part of its investigation of a suspected violation of this Terms or as a result of its finding or decision that a violation of this Terms has occurred. This obligation shall survive the termination or expiration of your use of Our Service.

Governing Law

The laws of the nation of Canada, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, provincial, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. If the dispute cannot be resolved informally, You and the Company agree that any disagreement, controversy, or claim arising out of or relating in any way to your use of Our Services, any communications you receive, and/or the Terms and prior versions of the Terms, will be resolved by binding arbitration, rather than in court, except that: (1) You or the Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) You or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights. For purposes of dispute resolution, a dispute will also include disputes that arise from or involve facts occurring before the existence of this or any prior versions of the Terms, unless those disputes were noticed prior to this Terms, as well as claims that may arise after the termination of these Terms.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms of Service

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days notice prior to any new Terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised Terms. If You do not agree to the new Terms, in whole or in part, please stop using the Service.

Changes to these Terms are effective when they are posted on this page.

Contact Us

If you have any questions about these Terms of Service, You can contact us:

By visiting this page on our Website: <https://afriendlymathtutor.com/contact>

By phone number: (782) 802-2088