Atrium Educational LLC ("Atrium" or "We") is engaged in the provision of tutor and educational service placement and enhancement via a variety of services and methods. By using the services of Atrium, you ("you" being the student, parent or legal guardian of any person receiving services from Atrium) agree to be legally bound to the terms and conditions set forth in this document (the "Terms & Conditions"). We may update these at anytime, and you can always read the current version at:

http://www.atriumeducational.com/faq's.htm

Atrium provided services including, but not limited to, the selection and placement of tutors, educational advisors, and other service providers (collectively "tutors") and other consulting services. All references to Atrium in this document refer to it and its included services. All references to tutors shall include any and all persons or entities who provide services to Atrium customers or are affiliated with Atrium or that Atrium did business within the two (2) years of the provision of your services by Atrium.

In the event that you fail to provide not less than twenty (24) hours notice, you shall be responsible to pay for any appointment which you miss, or any appointment where a tutor refuses to provide services because no parent or guardian was available at the location of services to supervise the tutor.

During and after the termination of any services with Atrium, for any reason, you promise and agree to return immediately to Atrium any materials or documents belonging to Atrium or which contain information pertaining to Atrium and not to directly or indirectly engage the services of any of Atrium’s tutor or service provided for a period of not less than two (2) years from the date of your last service provision, unless you obtain consents in writing from Atrium to retain such information or accept such services.

Since Atrium’s most valued services and property are the compilations of its client lists and ability to match its customers with its tutors, the process of matching compatible students and tutors is the very essence of Atrium’s business model. During your association with Atrium, you will be matched with one or more tutors to provide services. In each instance, Atrium expends substantial time and resources evaluating the student and matching them with the tutor. Those placement which are successful, are highly valued property of Atrium. Any attempt to circumvent Atrium after the introduction of a tutor to you shall be deemed a breach by you of the Terms & Conditions. In such instance, in additional to any other legal rights or remedies We may have, non of which shall be limited thereby, you agree to pay to Atrium all amounts which Atrium would have received absent such circumvention, irrespective of the party (student, parent, tutor or other person or party) which initiates such services outside of the auspices of Atrium.

During and after the termination of any services with Atrium, for any reason, you promise and agree to return immediately to Atrium any materials or documents belonging to Atrium or which contain information pertaining to Atrium and not to directly or indirectly engage the services of any of Atrium’s tutors provided for a period of not less than two (2) years from the date of your last service provision, unless you obtain consents in writing from Atrium. You further agree for the same period not to: a. Solicit or facilitate any tutor found or provided by Atrium on behalf of yourself or any third party for services, except in association with Atrium; b. Undertake any activity yourself or in any capacity with any other person or entity to directly or indirectly solicit or facilitate any Atrium tutor to render services to any customer of Atrium or any third party, except in association with Atrium; c. Solicit, facilitate or accept services from, initiate communications with, telephone, send announcements to, correspond with or contact any Atrium tutor which provides tutoring service on behalf of Atrium, or seek to have any such tutor divert his or her business or personal time or efforts, in whole or in part, from Atrium to any other person or firm, or otherwise seek in any way to interfere
with the business relationship between Atrium and any of its tutors; or hire, offer to hire or solicit any person affiliated with Atrium, or persuade, encourage or induce any person affiliated with Atrium to cease his/her work with Atrium or to become employed by or affiliated in any capacity with any person or firm engaged in the same or similar business as Atrium, or to contact or communicate with any such tutor for any purpose prohibited by these Terms and Conditions to provide services directly to you or any third party, except in association with Atrium.

Your further agree: a. never to leave a tutor alone with students, you must always supervise during all times you are tutoring in a residence; b. provided an area or common room where the tutor can render services while viewed by others; c. and acknowledge that it is Atrium's policy that a parent or guardian must be available at a residence when services are provided and that Atrium tutors are instructed not enter the residence, unless this is the case, but instead to reschedule the appointment. In such instance, you shall be responsible for the payment of fees associated with a missed appointment; d. You may never request that a tutor transport a student in a vehicle for any reason; e. You may not have a personal relationship beyond the auspices of the tutoring relationship with any tutor; f. You may never physically touch, strike or slap a tutor or touch a tutor in a sexual or other inappropriate manner that might be misconstrued by the tutor or use profanities, vulgar or inappropriate language with a tutor; g. that We may change or terminate our services at any time, with or without notice, without liability to you, any other person or any third party.

In the event of a breach of any provision of this Terms & Conditions, the prevailing party in any dispute promises and agrees to reimburse the other party for its reasonable attorney's fees and expenses incurred enforcing this Terms & Conditions.

If any provision or clause hereof is deemed to be void or unenforceable in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Terms & Conditions. You acknowledge that this Terms & Conditions, and the rights hereunder, shall inure to the benefit of Atrium, and to its successors, subsidiaries, affiliates and assigns and contract employment vendors. You acknowledge that you are agreeing voluntarily and of your own free will in order to obtain the benefits of the services of Atrium, with the knowledge that Atrium would not provide services to you, except upon the condition that you agree to the Terms and Conditions. The use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to the plural and vice versa, whenever the context so requires.

We may disclose to third parties certain information about you. Under most circumstances, this would only happen with your consent or as a result of a civil subpoena. In the event that we are requested to provide any information about you or a student, we will refer such request to you. If such request is made by civil subpoena, will first contact you in order to allow you the opportunity to seek to quash such subpoena.

You agree to pay for all services rendered by Atrium. You understand and agree that Atrium’s services are provided "as-is. Atrium assumes no responsibility for the timeliness, deletion, mis-delivery or failure to provide any service. You understand and agree that all services are provided at your sole risk and discretion. Your sole remedy for inadequate services shall be the substitution of an alternative Atrium tutor or termination of services, which will not, however, relieve you of any responsibility for payment of any services rendered through and including the date and time of such termination.

Except as explicitly stated in written communications, Atrium disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement and it makes no warranty or representation regarding the results that may be obtained from the use of Atrium’s services.
Atrium will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to provide services, including but not limited to damages for loss of profits or other intangibles, even if Atrium had been advised of the possibility of such damages. You acknowledge that Atrium will suffer irreparable damage in the event you violate or threaten to violate any provision of these Terms and Conditions.

You agree to indemnify, defend and hold harmless Atrium, its affiliates, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your improper acts or inactions relating to any tutor or agent of Atrium, or your violation of the Terms & Conditions.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Conditions to be unenforceable, the remainder of the Terms and Conditions will continue in full force and effect. The parties agree to accept service of all legal process by regular and certified mail, return receipt requested, directed to their most recent addresses on file with Atrium. The parties expressly waive their right to a trial by jury with respect to any dispute or controversy arising under or pursuant to this Terms & Conditions, and consent to a trial by judge instead.

These Terms and Conditions constitute the entire Terms & Conditions between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or Terms & Conditions, written or oral, regarding such subject matter. Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by Atrium.