Northside Tutoring Website Terms of Use

RCF Capital LLC dba Northside Tutoring

Effective Date: October 2026 · **Version:** 2.0 (replaces the Terms of Service dated May 25, 2025)

1. Acceptance and who may use the site

These Website Terms of Use ("Terms") govern your use of www.northsidetutoring.com and the Northside client portal (together, the "Site"), operated by RCF Capital LLC, a Georgia limited liability company doing business as Northside Tutoring ("Northside," "we," "us," or "our"). By using the Site or creating a portal account, you agree to these Terms and acknowledge our Privacy Policy.

The Site is intended for parents and guardians, students 18 or older, and tutors. A student under 18 may use the portal only through an account set up by a parent or guardian, who is responsible for the student's use.

2. How these Terms relate to your agreement with Northside

These Terms cover use of the Site itself. Tutoring and other services are governed by a separate signed agreement:

- **Families:** the Northside Family Enrollment Agreement, including Schedule A, and, for Pathways members, the Northside Pathways Family Membership Agreement.
- **Tutors:** the Northside Tutor Engagement Agreement.

If these Terms conflict with your signed agreement, **your signed agreement controls**. Nothing in these Terms reduces any right, refund, guarantee, or protection your signed agreement gives you.

3. Our services

Northside provides academic and educational services: one-on-one and small-group subject tutoring from elementary school through AP level and college; test preparation for the SAT, ACT, SSAT, ISEE, HSPT, GRE, GMAT, LSAT, and MCAT; Score Boost and Grade Rescue Sprints; expert-led cohorts; academic mentoring and study-skills support; executive functioning coaching; Orton-Gillingham and structured-literacy instruction; college essay coaching; and admissions consulting, including through Northside Pathways. Services are offered online nationwide and in person in the Atlanta area.

Northside does not provide counseling, therapy, medical or psychological evaluation, legal or financial advice, childcare, or transportation. Descriptions, prices, and availability on the Site may change; the terms in effect for you are those in your signed agreement.

4. Portal accounts

- Provide accurate information and keep it current.
- Keep your login private. Selections made from your account, including selecting "I Agree" on an agreement, are treated as yours.
- Tell us right away at info@northsidetutoring.com if you think someone else has used your account.
- We may suspend an account that is being misused or that puts a student's safety at risk, and we will tell you why unless doing so would create a safety risk.

5. Payments and refunds

Fees, accepted payment methods (credit card processed by Stripe, cash, or check), payment timing, cancellations, refunds, the Score Guarantee, and Pathways cancellation rights are set out in the Family Enrollment Agreement and Schedule A. Those terms govern every purchase. Northside does not store full card numbers.

6. Content and intellectual property

The Site's text, graphics, logos, practice materials, diagnostics, and software, and Northside's methods (including the Northside Method and Northside Approach), belong to Northside or its licensors. You may view and use them for your own or your student's personal learning. You may not copy, sell, share, scrape, or create derivative works from them without our written permission. A student's own schoolwork and essays remain the student's.

If you believe content on the Site infringes your copyright, email info@northsidetutoring.com with the details and we will respond promptly.

7. Acceptable use

When using the Site, you agree not to:

- Use it for anything illegal, harmful, or unauthorized.
- Harass, threaten, bully, discriminate against, or exploit anyone.
- Contact a student under 18 outside Northside-approved channels, or try to arrange services with a Northside tutor outside Northside, as described in your signed agreement.
- Impersonate anyone or misrepresent your relationship with a student.
- Upload viruses or harmful code, interfere with the Site, or try to access accounts or data that are not yours.
- Collect information about other users or use automated tools to copy the Site.

Please report any safety concern or misuse right away to info@northsidetutoring.com or (470) 779-8999.

8. Text messages

Service texts about your sessions and account are part of your services. Marketing texts are sent only if you opt in through a separate, unchecked box, and consent is never a condition of purchase. Reply STOP to opt out or HELP for help; message and data rates may apply. Full details are in Section 5 of our Privacy Policy.

9. Links to other sites

The Site may link to schools, testing organizations, and other sites we do not control. We are not responsible for their content or privacy practices.

10. Disclaimers

The Site and its general content, such as articles, guides, and sample questions, are provided "as is" for information. We work to keep it accurate but do not promise it is error-free or always available. Apart from the Score Guarantee in the Family Enrollment Agreement, Northside does not guarantee any grade, score, admission, or other academic result, and no content on the Site is a guarantee of admission to any school or college.

11. Limitation of liability

To the fullest extent permitted by law, Northside is not liable for indirect, incidental, special, or consequential damages arising from use of the Site. For services, liability is governed by your signed agreement. For use of the Site alone, our total liability is limited to $100. Nothing in these Terms limits liability for gross negligence, willful misconduct, or anything else that cannot be limited by law.

12. Responsibility for misuse

If you misuse the Site, violate Section 7, or infringe someone else's rights through the Site, you agree to cover Northside's reasonable losses and costs, including reasonable attorneys' fees, arising from that misuse.

13. Suspension and termination of Site access

We may suspend or end access to the Site for anyone who violates these Terms or creates a safety risk. You may close your portal account at any time by contacting us. Ending Site access does not change rights and obligations under your signed agreement, including refunds owed to you.

14. Disputes

These Terms are governed by Georgia law. Please contact us first; most concerns can be resolved by a conversation. Any dispute about the Site that we cannot resolve informally will be settled by binding arbitration under Georgia law, held in Fulton County, Georgia, consistent with your signed agreement. Either party may instead bring an individual claim in small-claims court, and Northside may seek a court order to stop misuse of its intellectual property or the Site.

15. Changes to these Terms

We will post updates on the Site with a new effective date and version. For a material change, we will email portal account holders at least 30 days before it takes effect. Changes apply going forward and never to a dispute that arose before the change.

16. Accessibility

We want the Site to be usable by everyone. If you have trouble accessing any part of it, contact us and we will provide the information another way.

17. General

If any part of these Terms is unenforceable, the rest stays in effect. Our failure to enforce a term is not a waiver of it.

18. Contact us

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