



# Terms and Conditions

Phone: (877) 687-4366, fax: (914) 713-3067 or email [info@gemmlearning.com](mailto:info@gemmlearning.com).

## SERVICE OPTIONS

Gemm's Essentials service provides free phone access during the start up phase (first three sessions) after which clients have unlimited access to Gemm staff via email. Clients will be charged \$50 for phone call after the start phase.

Passport is our full service package, full access to programs and Gemm staff. It includes unlimited phone, email or in-person support (near our centers) and "blending," an intensive protocol management approach designed to accelerate progress and to optimize the student's experience. Clients have access to Gemm's entire suite of programs at any time. Regular center attendance carries an added cost.

### Upgrading

Clients can upgrade their service at the end of any month. If the client prepaid, they will be required to prepay the difference in rates before your new service level can take effect. Only upgrade options are available.

## SERVICE CHARGE POLICIES

Client agrees to a minimum of 50 days of service. The "agreed start date" is the date from which you will be billed. Gemm will make every attempt to ensure that the first session is on or before the start date. In the event that you have not received our software before the start date above, we will provide a credit of days at the end of your service period equal to the difference between your start date and the first session date.

Gemm charges for unlimited daily use of its programs, regardless of actual client use, i.e., it's a use it or lose it policy. Gemm's goal is to encourage active use, maintaining a five days a week protocol. No credit will be provided for unused sessions during any billing period. Our "use it or lose it" policy creates a financial incentive for higher participation, which is directly correlated to better outcomes. Gemm's pricing builds in downtime to compensate for inevitable interruptions such as sickness, vacations, technical issues, etc. Breaks of seven days or less for any reason are considered as normal and are priced in, absorbed as part of the standard charges. However, at the sole discretion of Gemm and when Gemm is notified in advance, breaks of longer than 7 days can be accounted for and added as free days of service at the end of the paid service period.

### Tech and Other Support

Clients are encouraged to use [www.mygemm.com](http://www.mygemm.com) for resources and tech help. If you need help during an install we will provide it at no charge. If you need to transfer to another computer, we will assist there also. Any assistance required for additional transfers will be charged at \$100 per occurrence.

### For Monthly Clients -- Billing and Cancellation Rules

After the first, partial month, clients will be billed a calendar month in advance, on or around the first of each calendar month. Credit cards and direct bank payments or transfers will be charged at that time. Unless we are informed in writing (email, letter or fax) seven days before the beginning of the upcoming calendar month, Gemm will assume your child is continuing and will charge you for that month as per usual.

I understand that as a monthly Gemm client I will be billed monthly in advance until I send Gemm written notice to end service.

### For Prepayment Clients

Gemm assumes that service for prepay clients will end on the Prepaid End Date. Clients who require services beyond the prepaid period are able to convert to monthly service at their implied prepaid monthly rate. They will then be subject to the terms of monthly payers as outlined in this agreement. If a client uses the program after the end date in this agreement Gemm will charge that client at the monthly rate below and will be treated as a monthly payer from then forward, i.e., requiring advance written notice of cancellation as outlined above.

### Test Drive Period (Monthly and Prepay Clients)

To make sure the program is a good fit for clients and for Gemm, all clients have 14 calendar days from the Start Date to cancel the service for a full refund except for a \$125 processing charge. Cancellation must be in writing. No activity is permitted on our software after this test drive cancellation option is exercised. Any activity will result in the client being charged at the monthly rate.

### OUR GUARANTEE

After four complete months where the student has met our minimum required compliance – being 85% (4.25 days a week) or better attendance – Gemm Learning fully expects the student to experience observable or measurable changes. If the client does not feel there have been any changes (as per observations made to Gemm staff verbally or by email or as measured by at least four points of gains in pre and post behavioral rating surveys) or if our periodic RPI does not detect any changes, Gemm Learning agrees to provide and manage an alternative Gemm program from its library of options free of charge for that student for a maximum period of three months. In most cases this program will be BrainWare Safari (BWS), but where BWS was done first, then Gemm would provide a Fast ForWord program.

To qualify for the Guarantee client must complete a Behavioral Rating survey (or Parent Observations) within in the first two weeks of service, then again at the four month mark. To exercise the guarantee, the client must express intention to exercise this option by communicating with Gemm Learning in writing (email is fine) in the two weeks prior to the 4th anniversary of the Agreed Start Date so that Gemm can arrange for an RPI and Behavioral Survey. In any event, if no intention to exercise is communicated to Gemm, the Guarantee expires automatically on the 4th month anniversary date.

Client may not use our software until Gemm has received payment. Client agrees to notify Gemm Learning of any change in my billing information.

### CANCELLATION PROCEDURES, CONTINUING AFTER PREPAY & REFUND POLICIES

For all service options Gemm reserves the right to discontinue enrollment if Gemm deems the protocols are not being adhered to or for any other reason, including, but not limited to late payment or disruptive student behavior in a center.

While we never want to disrupt a student's program, we cannot continue to provide services if an account is more than 15 days past due, i.e., if an account is not settled by the 15th of the current month of service.

Service cancellation policies are as follows:

1/ For monthly payers, to cancel service, Gemm requires written notice (email, letter or fax) at least seven days before the beginning of the next month. As long as no notice is received by Gemm, clients are liable for service payment whether they are using the service or not.

2/ For Pre Pay Plans. Prepaid service is assumed to end at the End Date in this agreement. To continue, please send a request in writing (email, letter or fax) and you will be able to continue as a monthly client at the monthly rate stated above. You will then be assumed to continue as a monthly payer until we receive cancellation notice as per 1/ above.

3/ Prepaid plans can be terminated early. However, service delivered to date will be recalculated using month-to-month rates plus there is a \$75 processing fee. Cancellation will take effect at the end of the calendar month in which notice to terminate is given. The remaining balance is refundable.

No activity is permitted on our software after the end date. Any activity will result in the client being charged at the monthly rate.

### PRIVACY POLICY

Gemm is dedicated to preserving the privacy of personal information. We only ask you to provide information that we need in order to best deliver our programs and services or information you have requested. We do not share, trade or sell personal information. Details regarding student's health, educational and/or personal history will be kept in the strictest confidence, except that on occasion we would like your permission to share details as noted below.

## PROGRAM OUTCOMES

Gemm programs have a track record of making a positive neurological difference if protocols are properly followed. However, Gemm does not claim equally successful outcomes with every child. The service we offer is an educational tool, not a medical intervention. Gemm will provide its programs and services using reasonable care from coaches and center personnel. Gemm reserves the right to correct any errors or omissions in its published material. Gemm also reserves the right to make changes in its program as long as it offers substantially the same services as agreed to.

BY CLICKING ON THE SOFTWARE DOWNLOAD LINK I am agreeing to the terms and conditions above. This includes giving Gemm Learning permission to charge my credit card or as otherwise agreed.