

The Zenph Online Education Network (www.thezoen.com)

Overview of Lesson Policies

- 1. Lesson Pricing and Duration:** As a teacher in the ZOEN, you have complete control over your lesson pricing. While standard lessons are normally 30-45 minutes long, the length or duration of your lesson is also entirely at your discretion. Your profile will display a standard 'per lesson' rate that is independent of lesson duration. Our system bills students/parents on a 'per lesson' basis (e.g. if you charge \$30 for a single lesson and our system confirms that a lesson has occurred, the student will be charged the corresponding amount). Our system records a lesson as complete if you click the 'End Lesson' button and confirm lesson completion on your video console. You can change your pricing as often as you want by logging in to the ZOEN and editing your profile. Changing your per-lesson price does not affect the ZOEN's commission structure – this is entirely a function of the total number of lessons taught in the ZOEN.
- 2. Block Lessons:** Teachers also have the option to offer 'lesson blocks' as an incentive to retain students in the ZOEN. A block represents a fixed price for a set number of lessons (e.g. \$200 for 10 lessons). As a teacher in the ZOEN, you have complete control over the lesson prices and block quantities you offer on your profile. However, you are limited to a set of 3 lesson blocks in addition to your single lesson rate.
- 3. Trial Lessons:** All teachers in the ZOEN have the option of offering a free 'trial lesson' to prospective students. This option can be activated or disabled at any time by logging in to the ZOEN and editing your profile. Selecting this option will display: "Your first lesson is completely free with no commitment." on your profile and allow prospective students to schedule one free lesson with you using the online scheduling feature. If you have not shown any available time slots (from the 'Manage Schedule' feature on your profile), the above message will not be displayed on your profile and you will need to communicate this to students via ZOEN email messages. Lessons scheduled in this manner cannot be charged. The length and content of a trial lesson are completely at your discretion. Even if a trial lesson is successful, future lessons are provided solely at your discretion. While this is an optional feature, we highly recommend offering a risk-free trial lesson as a way to acquire more students and find the perfect match for your teaching style without entering into any

long-term commitments.

4. **ZOEN Messaging System:** The ZOEN includes a secure, password-protected messaging system to facilitate communications between students/parents and teachers. You will receive messages from the ZOEN (automated messages or student communications) directly in your email inbox. You can reply to messages from students as you would to any normal email as well as include attachments without logging into the ZOEN. Your replies will be received as messages from you via the ZOEN—this is done to protect our teachers’ privacy by keeping personal email addresses hidden. You can also view and reply directly to messages while logged into the ZOEN from ‘My Messages.’ The system works in a manner similar to that of most standard email services. You are responsible for all comments and content in any ZOEN messages sent by you. Please contact the ZOEN administrators immediately in the event of any inappropriate activity or communications.

5. **Scheduling & Availability:** Your ZOEN profile has tools for managing your schedule and availability. Students will select and purchase a specific lesson time from your availability. You will know immediately (via ZOEN message/email) that you have a lesson booked as well as the student’s name and the exact date/time of the upcoming lesson. You are responsible for accurately displaying your availability by using the tools available on your ZOEN profile. If you do not have any available times displayed on your profile (or if a student wants to request a time that you don’t have displayed), students have the option of contacting you [through the ZOEN messaging system] to request a lesson time. In this case, it is your responsibility to create a specific time slot for the mutually agreed upon lesson time, and to instruct the student to book this time from your profile. See the ZOEN Teacher Pages (<http://teachers.thezoen.com>) for more information and instructions.

6. **Cancellation Policy:** We offer a 24-hour cancellation policy to either student or teacher. A ZOEN message (email) is required as ‘official notification’ of any cancellation. If either party cancels a lesson no later than 24 hours prior to the scheduled lesson start time, Zenph, Inc. will refund any payments made and no transaction will be considered to have taken place. However, this is not applicable in the case of a ‘lesson block’. If either party cancels a lesson that is part of a lesson block, our lesson counter will be reset to indicate that a lesson never occurred (e.g. if a student purchases a block of 4 lessons and cancels the 2nd scheduled lesson

at least 24 hours in advance, the block will be re-set to indicate that only 1 lesson has occurred). If a request is made less than 24 hours before a scheduled lesson, please bring it to the attention of your ZOEN administrator. While we will make every effort to accommodate extenuating circumstances, the decision of the ZOEN representative will be treated as final. Make-up lessons for any reason (other than teacher no-shows described in section 9 below) are always negotiable and at the discretion of the teacher.

7. **No-show Policy:** If either party (student or teacher) misses a lesson or does not cancel with at least 24 hours' notice, the lesson is considered a "no-show" and the following policies are implemented:
 - a. **Student No-show:** Lesson fee is charged and teacher will still receive payment even if no lesson occurs. Make-up lessons can be offered at teacher discretion but teachers are under no obligation to do so. If the teacher decides to offer a make-up lesson, please notify the ZOEN administrator so that we can ensure accurate accounting.
 - b. **Teacher No-show:** Lesson fee is charged and held in escrow by Zenph, Inc. Teachers are required to *schedule* a make-up lesson within 48 hours of the cancellation. There is, however, no time limit specified for the actual lesson itself as long as both parties are in agreement. All disputes will be arbitrated by your ZOEN administrator whose decision in the matter will be regarded as final.

8. **Billing & Payments:** Completed lessons are reconciled at the end of each month. A statement summarizing payments received by the ZOEN and lessons given by the teacher will be mailed along with a check for the reconciled amount less applicable ZOEN commissions by the 10th of every month (unless otherwise agreed) to the mailing address provided by the teacher. For lessons that are part of a block purchase (as described in section 2 above), we will include payments for lessons completed within the month in question as part of the monthly reconciliation. These payments will be pro-rated according to the price of the lesson block. We also offer teachers the option of using PayPal to receive their monthly payments. If you would prefer to use PayPal or an alternative payment service, you can select to receive payments through Paypal by indicating this in 'Edit Profile>Payment Preference.'

9. **Commission Structure:** Unless otherwise mutually agreed upon or specified, the ZOEN will apply the commission structure, detailed below, to the per-lesson rate for lessons conducted

in the ZOEN. For block lessons, commissions will be applicable on the pro-rated, effective per-lesson rate.

Notes:

- *A lesson is defined a single, chargeable lesson as detailed in section 1 above.*
- *In the case of ‘block lessons’, each lesson in a block is counted towards a teacher’s total (e.g. a block of 5 lessons counts as 5 individual units towards the yearly lesson count)*
- *The ZOEN may revise tiers based on teacher and/or student feedback. Teachers will be informed of any revisions at least 1 month in advance of any changes becoming effective.*
- *Tiers are allocated on the basis of total lesson counts and will be maintained for 12 months duration or a change in tier, whichever comes first. (e.g. if a teacher gives 300 lessons in 5 months, he/she will be upgraded to Level 2 from lesson #301 onwards. To maintain Level 2 status, the teacher needs to teach at least 300 lessons in the next 12 months).*

Tier	Time Count	Commission %
Level 1	<300 per year	30%
Level 2	301 - 600 per year	20%
Level 3	>600 per year	10%

10. Refunds and Money-back Guarantee: To ensure customer satisfaction, the ZOEN offers a 100% money back guarantee to students and parents. All teachers on the ZOEN will be expected to provide reports, if requested, of the lesson for which a student requests a refund. This will help us understand whether the issue in question is technical in nature or is the result of teacher/student mismatch. This is why we highly recommend trial lessons to gauge ‘fit’ for both teachers and students. Students may also request a refund for unredeemed lessons in lesson blocks, subject to the 24-hour cancellation policy described in sections 8 and 9 above. In the event of such a request, the ZOEN will charge all students at the prevailing single-lesson rate to guard against any misuse and to protect the teacher’s interests.

11. **Misrepresentation and Agreement:** By signing up to teach in the ZOEN you agree to the terms and conditions laid out in this document. You also agree that all information provided on your ZOEN profile (credentials, name, location etc.) will accurately reflect your information and credentials at all times. Any misrepresentation may result in disqualifying you from teaching in the ZOEN – at the discretion of the ZOEN administrators.

12. **Questions and Comments:** We’re building the ZOEN to be the premier online resource where students learn to play the music they love. Your suggestions and feedback on how to improve the ZOEN are extremely valuable to us. Please send us an email at phila@zenph.com or fill out our contact form online at www.thezoen.com/contact if you would like to get in touch with us.