

# TERMS AND CONDITIONS

## Welcome to Work4uTutor!

Work4uTutor is owned and operated by WORK4U.

These are the terms and conditions for:

- <https://work4ututor.com>

By using the platform, you agree to be bound by these terms and conditions and our privacy policy. In these terms and conditions, the words "platform" refers to the Work4uTutor website, "we", "us", "our" and "Work4uTutor" refers to Work4uTutor and "you" and "user" refers to you, the Work4uTutor user.

The following terms and conditions apply to your use of the platform. This includes mobile and tablet versions, as well as any other version of Work4uTutor accessible via desktop, mobile, tablet, social media or other devices.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING, POSTING INFORMATION ON, OR OBTAINING ANY SERVICES OR PRODUCTS FROM THE PLATFORM.

## 1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of Work4uTutor. By registering and using the platform, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should not use the platform and discontinue use of the service immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on the platform. You agree to be bound by any modification to these terms and conditions when you use Work4uTutor after any such modification is posted; it is therefore important that you review this agreement regularly.

Use of the platform is prohibited for children under the age of 13. In the case of children under 18 and over 13, it is the responsibility of parents and legal guardians to determine whether use of the platform or any of the content and functionality available on the platform is appropriate for their child or minor in custody.

You represent and warrant that all registration information you submit is accurate and truthful; and that your use of the platform does not violate any applicable law or regulation. Work4uTutor may, in its sole discretion, refuse to offer the services to any user and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

By registering and using the platform, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement. The platform may

only be used in compliance with these terms and all applicable local, state, national and international laws, rules and regulations.

## **2. PLATFORM**

Work4uTutor is a technology marketplace in which Tutors can publish their services through their user profile and Students can find Tutors and book lessons through the Tutors' user profiles. Subject to the terms of this agreement, Work4uTutor provides services to Students and Tutors, including the hosting and maintenance of the platform.

Unless otherwise agreed by Work4uTutor in a separate written agreement with you, the Platform is available solely for your personal, non-commercial use. Work4uTutor does not itself provide the services offered by the Tutors. The provision of all services offered by the Tutor is solely the responsibility of the Tutors. The Work4uTutor platform, provides information and a method for obtaining such services from Tutors, but does not intend to provide such services, and has no responsibility or liability for any injuries provided to Students by Tutors, including, but not limited to, a warranty of fitness for a particular purpose or compliance with any law, regulation or code. Work4uTutor is not affiliated with, endorsed or sponsored by any Tutor.

## **3. TUTORS**

### **3.1. Registration**

To register and use the platform as a Tutor in order to offer your services on your user profile and receive class bookings from Students registered on our platform, the Tutor must be at least 23 years old and have experience and certifications as a Tutor (not mandatory). Work4uTutor reserves the right to perform the necessary verifications.

By registering as a Tutor, you represent and warrant that you accept the terms contained in these terms and conditions and agree to (a) provide true, accurate, current and complete information about your identity, experience and certifications as requested on the registration form and (b) maintain and promptly update your registration data to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that such data is untrue, inaccurate, not current or incomplete, Work4uTutor reserves the right to suspend or terminate your account and refuse any and all current or future use of the platform at any time without notice.

Users may share personal and business information through the platform with other users. Any information that users share through the platform is the sole responsibility of the users themselves. Users are free to share information, but are responsible for the use of such information, its publication and disclosure. Work4uTutor is not responsible for the information posted and shared through the platform. The information you provide and publish through the platform will be visible to the general public.

### **3.2. Account**

If you register on Work4uTutor, you will be required to choose a password, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Work4uTutor of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another user's account without prior authorization from Work4uTutor. Work4uTutor will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Work4uTutor with your email address, you consent to our use of your email address to send you notices about Work4uTutor. We may also use your email address to send you notifications, push notifications and other messages, such as changes to service features, news, and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or by using the "unsubscribe" option in the emails. Opting out may prevent you from receiving emails about updates, news or special content.

Users can cancel their accounts at any time and for any reason through the account settings or by sending us their request through our contact information. That termination will only result in the deletion of the account and the deletion of all the personal data granted to Work4uTutor.

Work4uTutor reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Work4uTutor believes that you have breached any of these terms, furnished Work4uTutor with false or misleading information, or interfered with use of the platform or the service by others.

### **3.3. Tutor Profile and Content**

Tutors can publish their services through their user profile to receive lesson bookings from Students registered on the platform. Be sure to publish your user profile with accurate and updated information about your services, certification and your training area. Tutors can modify your profile at any time and determine the price of lessons and change it at any time and without notice.

Work4uTutor is not responsible for the accuracy, safety or legality of the contents published on the platform by the Tutors and the contents of the lessons. By providing content and information through the platform, the Tutor grants Work4uTutor a worldwide, non-exclusive, royalty-free, fully paid-up right and license to host, store, transfer, perform, reproduce and modify the Tutor's content for the sole purpose of using and displaying it within the platform and to the general public.

The Tutor is solely and exclusively responsible for its content and the content provided through the lessons. Work4uTutor disclaims all liability in relation to the content of the Tutors. Tutors are solely and exclusively responsible for their lessons and the content provided through the lessons.

By providing and uploading content through the platform and the lessons, you affirm, represent and warrant that:

- You are the owner of the content you provide through the platform, or have the necessary licenses, rights, consents and permissions to authorize Work4uTutor to publish and display your content through the platform.
- Your content does not infringe, violate or misappropriate any third party rights, including any copyright, trademark, patent, trade secret, moral right, right of privacy, right of publicity or any other intellectual property or proprietary right.
- Your content does not defame, libel, slander, libel or invade the right of privacy, publicity or other proprietary rights of any other person.
- Your content may not be considered by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful or otherwise inappropriate.
- Your content does not and will not contain content that incites hatred, threats of physical harm or harassment.

### **3.4. Tutor Content Disclaimer**

Work4uTutor may, at any time and without notice, filter, remove, edit or block any user content that, in our sole judgment, violates these terms or is otherwise objectionable. If a user or content owner notifies us that user content allegedly does not conform to these terms, we may investigate the allegation and determine in our sole discretion whether to remove the user content, which we reserve the right to do at any time and without notice. You acknowledge and agree that Work4uTutor reserves the right to, and may from time to time, monitor any and all information transmitted or received through use of the platform for operational and other purposes. If at any time Work4uTutor decides to monitor content, Work4uTutor continues to assume no responsibility or liability for the content or any loss or damage incurred as a result of the use of the content. During monitoring, information may be examined, copied and used in accordance with our privacy policy.

### **3.5. Subscriptions**

The Tutor must pay a subscription fee for the purpose of keeping the Tutor profile published on the platform and receiving lesson bookings through the platform.

Work4uTutor offers the following subscriptions:

- Annual: \$299
- Monthly: \$27.99

When a user purchases a subscription, Work4uTutor will send a confirmation email. This confirmation email will occur automatically so that the user has confirmation of payment and the start of the subscription. If you do not receive the confirmation email confirming your purchase and the start of your subscription, it may have been sent to your spam folder.

Work4uTutor may change or discontinue the availability of subscriptions at any time at its sole discretion. If a subscription purchase is cancelled, the payment made for the subscription will be refunded in the applicable billing period. This does not affect your statutory rights.

Subscriptions include automatic recurring payments. You authorize Work4uTutor to renew your subscription and to charge you periodically and progressively on each billing date. The

subscription billing date is the date on which you purchase the subscription and make the first payment. On the corresponding billing date, you will automatically be charged the corresponding subscription fee. The subscription will remain active until you cancel it or we terminate it. You must cancel your subscription before it renews to avoid the next billing period. We will bill you for the subscription billing fee in the payment method you choose during registration and subscription purchase.

Subscriptions will automatically renew for an additional billing period unless cancelled prior to the next billing period. Users may cancel the subscription through the user account settings in the billing section or by submitting a cancellation request through our contact information and the subscription will be cancelled for the next billing period. If a subscription is cancelled, the user will be able to continue to use the payment features of the subscription until the next billing period, at which time the subscription and access to the payment features of the platform will be cancelled.

### **3.6. Payments**

Subscriptions are payable through the following payment methods:

- Credit/debit card (Visa, Master, Discover, Amex, Diners, etc.)

Payment for the subscription will be charged to your credit/debit card or via your selected payment method immediately upon completion of the payment and registration process for the subscription. The subscription will be activated upon completion of the payment and registration process and will be charged on each billing date automatically. Once the transaction is processed, we will send an electronic receipt to the user's email address. Please note that payment of subscription fees is final and non-refundable.

If you find any inconsistencies in your billing, please contact us through our contact details or you can file a complaint through the customer service of the relevant payment processor.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for a number of reasons, such as insufficient funds, AVS (Address Verification System) mismatch, or you have entered an incorrect security code.

If payment is declined, you will need to provide an alternative payment method or another card on which payment can be loaded and processed.

Payment details will be treated and retained securely and for the sole purpose of processing the purchase of subscriptions. Work4uTutor reserves the right to engage any commercially available payment platform that processes your data for the sole purpose of processing the purchase of subscriptions.

### **3.7. Tutor Commissions and Payouts**

Tutors will pay a commission of (insert commission percentage) to Work4uTutor of the total amount paid by the Students for each lesson booking made through the platform. Payment by Tutors will be made through the payment processors available on the platform, to the

corresponding Tutor's account. Payments will have a processing time of 3 business days from the time the Student makes the payment of the reservation on the platform. From each payment made for each class reservation made by the Students, the (insert commission percentage) corresponding to the commission will be deducted and the remaining amount will be paid to the respective Tutor through the payment processors available on the platform, within a maximum of 7 business days. The commission value will be deducted from each payment made by the Students before any deduction for applicable fees or taxes. Please note that the payment for each lesson provided will be credited and sent to the Tutor once the lesson is finalized and completed.

### **3.8. Tutor Code of Conduct**

Tutors shall comply with the following code of conduct when providing services through the platform:

- Communicate with Students in a polite, respectful and professional manner at all times.
- Always dress appropriately during lessons.
- It is important to provide a great educational experience to Students and always maintain a high degree of professionalism.
- Respond quickly to incoming requests and messages from Students or users interested in lessons.}
- The Tutor must maintain punctuality in providing his/her services and lessons. In case of delays in scheduled lessons, the Tutor will have to send a delay report to both Work4uTutor and the Student.
- In case of delay, cancellation or rescheduling of lessons, the Tutor must send a report to Work4uTutor and explain the reason to the Student. In case of recurring delays, rescheduling or cancellations, work4uTutor reserves the right to suspend the Tutor's account.
- It is recommended that the Tutor record their lessons only with the Student's permission. The lesson recording can only be shared with the Student and Work4uTutor.
- The Tutor is responsible for communicating to Work4uTutor the completion of each lesson in order to process the Tutor's payment appropriately. Failure to do so may result in payment delays for which Work4uTutor will not be responsible.
- The Tutor undertakes to refund the Student in case of poor quality of the lesson due to poor Internet connection and in case of incident.
- The Tutor must immediately inform Work4uTutor in case of encountering any technical difficulties in the use of the platform.

The following actions or behaviors are prohibited:

- Any attempt to solicit money from Students outside of the platform or the system set up to book lessons.
- Any attempt to send Students to competing schools or similar services.
- Any attempt to recruit Students to work or study outside of the platform.
- Sending or requesting private contact information of Students.
- Using abusive, offensive, threatening or intimidating language towards Students or Work4uTutor staff.

- Sexual talk, nudity and/or attempting to use Work4uTutor as a dating site.
- Any unauthorized attempt to share or show recordings of lessons provided to Work4uTutor Students to unauthorized third parties. Work4uTutor is not responsible for the dissemination of the recordings.
- Impersonating and/or falsely impersonating a Tutor.
- Spamming.
- Manipulating the feedback system to obtain positive reviews and comments from Students.

Violation of these terms and conditions and any of the above conduct may result in the suspension of the user's account and a ban on any future use of the platform.

### **3.9. Incident Protocol**

In the event that Work4ututor becomes aware of misconduct on the part of the Tutor, Work4ututor shall have the right to initiate an investigation.

During the investigation, the Tutor's account will be suspended and the Tutor will not be able to offer and provide services to current and ongoing Students. Work4ututor will try to end the investigation as soon as possible, but there is no set deadline. The Tutor will be informed of the decision via email and the platform itself.

Work4uTutor reserves the right to perform random checks to verify if the Tutor provides a quality service and correct conduct with the Students.

### **3.10. Lessons**

Lessons can be provided in person or online. Each lesson is 50 minutes long. Tutors will be responsible for time compliance. If the tutor frequently exceeds the lesson time limit, Work4uTutor may investigate and deactivate the Tutor's account.

The Tutor is authorized to provide a 10-minute free trial lesson to all Students upon request. The free trial must be provided only once per Student.

The Tutor must provide as much advance notice as possible if he/she needs to reschedule a lesson already scheduled. The minimum time to reschedule a lesson is 3 hours from the scheduled lesson time. If this occurs, the tutor will be charged a rescheduling fee. The rescheduling fee is 10% of the total value of the lesson. This fee is in addition to the normal lesson booking fee.

The Tutor must give as much notice as possible if a lesson needs to be cancelled. The minimum cancellation time is 3 hours. In case of cancellation, the tutor will be charged a cancellation fee. The cancellation fee is 25% of the total value of the lesson. This fee is in addition to the normal lesson booking fee.

Rescheduling and cancellation fees will not apply in emergency situations. In these cases, the Tutor must proactively provide evidence to Work4uTutor. Work4uTutor will have the discretion to consider such evidence as valid reasons for waiving rescheduling or cancellation fees.

## **4. STUDENTS**

### **4.1. Account**

Users will be able to register as Students for the purpose of booking lessons according to their educational interests, through the user profiles of registered Tutors on the platform. If you register with Work4uTutor as a Student, you will be asked to choose a password and you may be asked for additional information about your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Work4uTutor of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out of your account at the end of each session. You may never use another user's account without Work4uTutor's prior authorization. Work4uTutor will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing Work4uTutor with your email address and phone number you consent to our use of your email address to send you notices about Work4uTutor. We may also use your email address and phone number to send you notifications and other messages, such as changes to service features, news, and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or by using the "unsubscribe" option in the emails or mobile notifications. Opting out may prevent you from receiving emails about updates, news or special content.

Students may cancel their accounts at any time and for any reason through the account settings or by sending us their request through our contact information. Such cancellation will only result in the deletion of the account and the deletion of all personal data provided to Work4uTutor.

Work4uTutor reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if Work4uTutor believes that you have breached any of these terms, furnished Work4uTutor with false or misleading information, or interfered with use of the platform or the service by others.

### **4.2 Students Under 18 Years of Age**

In case the Student is under 18 years of age, the parent/legal guardian is responsible for registering and opening the user account on the platform and ensuring that the content of the lessons and the content of the material provided by the tutor is appropriate and does not contain any offensive or abusive content. At no time shall Work4uTutor be responsible for content delivered by the Tutor to students under the age of 18.

Work4uTutor shall not be obligated to check the content and lesson material before it is delivered to the Student. If the parent/legal guardian has suspicions about the Tutor's conduct, the parent/legal guardian may terminate the lesson immediately and report the event to Work4uTutor.

The parent/legal guardian must provide evidence for further investigation. Depending on the reported infraction, Work4uTutor will decide to seek legal advice and/or report the event to the appropriate authorities. During the process, Work4uTutor will keep the parent/legal guardian



informed and updated on the development of the situation and investigation. Wokr4uTutor will not assume any costs directly or indirectly related to the event or incident.

### **4.3. Purchase of Lessons**

By making a purchase of a lesson or lessons, you offer to purchase the lesson for the price advertised and indicated on the platform at the time of purchase. Please check the lesson specifications before placing an order through a Tutor's profile.

When a Student places an order for a lesson through a Tutor's profile, Work4uTutor will send an email to confirm the purchase of the lesson(s). This confirmation email will be produced automatically so that the user has confirmation of the purchase of the corresponding lesson(s).

Work4uTutor may cancel any order and may modify or discontinue the availability of orders at any time at its sole discretion. If an order is cancelled, any payment made will be refunded in full. This does not affect your statutory rights.

All new orders or bookings placed through the platform are considered separately and each is treated individually.

### **4.4. Payments**

Lesson bookings will be paid through the following payment methods:

- Credit/debit card (Visa, Master, Discover, Amex, Diners, etc.)

Payment for bookings will be processed through our payment processor Stripe. Payment information will be processed and collected only and exclusively by the payment processors available on the platform (see our privacy policy). Payment will be charged to the user's credit/debit card immediately after booking the lesson(s) through the Tutor profile. Once the payment process is completed, an electronic receipt will be issued and sent to the user's email address.

If you find any inconsistencies in your billing, please contact us through our contact details or you can file a complaint through the customer service of the relevant payment processor.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for a variety of reasons, such as insufficient funds, AVS (Address Verification System) mismatch or entering an incorrect security code.

If your payment is declined, you will need to provide an alternative payment method or provide another card on which the payment can be charged and processed.

Your payment data will be processed and protected securely and for the sole purpose of processing payments for bookings and will be stored and secured by the respective payment processors. Work4uTutor reserves the right to engage any payment platform available on the market, which will process your payment data for the sole purpose of processing payments for bookings.

#### **4.5. Lessons**

Users will be able to purchase and schedule lessons in person or online according to the specifications or conditions offered by each Tutor. Sections will have a duration of 50 minutes. Users will be able to access a free 10 minute trial. Please note that some tutors may not offer a free trial. To schedule a free trial please select the free trial option during the booking process if the tutor offers the free trial option. Students will only be able to access one free trial per Tutor.

To schedule a lesson, you must first purchase a lesson. Once a lesson or lessons have been purchased, the Student may schedule the lesson at any time using the following procedure:

- 1) Go to your control panel.
- 2) In the control panel, find the lesson you wish to schedule and click the "Schedule" button.
- 3) In the calendar that appears, select the date and time of the desired lesson from the Tutor's available dates and times.
- 4) The Student and the Tutor will receive a notification in their email or on the same platform about the scheduling of the lesson along with the scheduled date and time of the lesson.

To reschedule an already scheduled lesson, you can do so at least 12 hours in advance of the scheduled lesson time. If the lesson starts in less than 12 hours, you will not be able to reschedule, but you will be able to cancel it for a 50% refund.

#### **4.6. Rescheduling and canceling lessons**

To reschedule an already scheduled lesson, you can do so at least 12 hours in advance of the scheduled lesson time. If the lesson starts in less than 12 hours, you will not be able to reschedule, but you will be able to cancel it for a 50% refund.

If the lesson is scheduled to start in 12 hours or more, find the class on the control panel and select "Reschedule".

If the lesson is not scheduled, you can cancel at any time to receive a 100% refund. When you cancel an unscheduled class you will receive a full refund. Please note that all refunds are in the form of Work4uTutor credits, which the user can spend on new lessons.

To cancel a lesson, go to your control panel, find the lesson you wish to cancel and click "Cancel".

If you wish to cancel your scheduled lesson, please first unschedule the lesson and then cancel it. Once unscheduled, you can cancel the lesson by clicking "Cancel".

In case there are less than 12 hours left before the lesson start time, you can cancel the lesson and get a 50% refund in Work4uTutor credits. The other 50% of the lesson cost will be credited to the corresponding Tutor.

#### **4.7. Student Code of Conduct**

Students shall comply with the following code of conduct when using the platform services and receiving lessons from registered Tutors:

- Communicate with Tutors and Work4uTutor staff always in a polite, respectful and professional manner
- Respect the tutor's time. If you are going to be late for a scheduled lesson or unable to attend, you may inform your tutor through Work4uTutor messages as soon as possible, and you may also cancel or reschedule the lesson if necessary.

The following actions or behaviors are prohibited:

- Any attempt to send money to Tutors outside of the platform or the system set up to book lessons.
- Any attempt to recruit Tutors to work or study outside of the platform.
- Sending or requesting private contact information of Work4uTutor Tutors or Work4uTutor Students.
- Using abusive, offensive language, threats or intimidation towards Work4uTutor Tutors or Work4uTutor staff.
- Sexual talk, nudity, and/or attempts to use Work4uTutor as a dating site.
- Fraudulent use of credit cards or other methods of payment.
- Identity fraud and/or falsely impersonating a Student.
- Spamming.
- Repeatedly soliciting free tutoring and services from Tutors.
- Manipulating the feedback system to get positive reviews and comments.

Violation of these terms and conditions and any of the above conduct may result in the suspension of the user's account and the prohibition of any future use of the platform.

## **5. DISCLAIMER**

The services posted by the Tutors through the user profiles are not offered or provided by Work4uTutor. Work4uTutor's services are limited to providing the platform to facilitate the publication of the Tutors' user profiles and to facilitate the booking of the services (lessons) by the Students. Work4uTutor is at no time responsible for the services offered by Tutors through their user profiles.

Work4uTutor is not responsible for the accuracy, safety or legality of the services posted by Tutors in the user profiles. Work4uTutor is not responsible for the quality of the services offered and published by the Tutors through their user profiles. The booking of services through the Tutors' user profiles is the sole and exclusive responsibility of the Students.

Disputes arising between users will be resolved by the users themselves. Work4uTutor will not accept any claim in relation to the services published on the platform by the Tutors.

Work4uTutor will not be liable for any damages caused to the physical or moral integrity of persons, such as injury, death or any other moral damage such as threats, insults and slander that may fall on a natural person, as a result of the communications established on the platform. Communications and relationships established between users as a result of any connection within the platform are the sole and exclusive responsibility of the users.

In the event that one or more users or any third party initiates any claim or legal action against another or other users, each and every user involved in such claims or actions exempt Work4uTutor from any liability.

## **6. COMMUNITY AREAS**

The platform may contain chat areas and/or other messaging or communication services ("Community Areas") that allow communication between Users (Tutors and Students). The User may only use such Community Areas to send and receive messages and material that are relevant and specific to the relevant services or lessons. The user may NOT use the platform (including, but not limited to, the Community Areas) to do any of the following:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Work4uTutor staff.
- Publish, post, submit, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information, or any material, information or content involving the sale of counterfeit or stolen goods.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, Trojan horses, corrupted files or any other similar software that may damage the operation of another person's computer or device.
- Post or upload any content for the use of which you have not obtained the necessary rights or permissions.
- Advertise or offer to sell any goods or services for commercial purposes through the platform that are not relevant to the services or lessons offered by the Tutors.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Impersonate another person or a user or allow any other person or entity to use your identification to post or view comments or otherwise use your account.
- Repeatedly posting the same message. Spamming is strictly prohibited.
- Restrict or prevent any other user from using and enjoying the Community Areas.
- Imply or assert that any statement you make is endorsed by Work4uTutor, without Work4uTutor's prior written consent.
- Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, supports, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload content that provides materials or access to materials that exploit persons under the age of 18 in an abusive, violent or sexual manner.
- Use the platform to solicit any other business, platform or service, or otherwise contact users for the purpose of employment, recruitment or any other purpose unrelated to the use of the platform.
- Use the platform to collect usernames and/or email addresses of users.

You understand that all postings made to the Community Areas will be public and that you will be publicly identified by your name or login ID when communicating in the Community Areas,

and Work4uTutor will not be liable for the action of any user with respect to any information or material posted in the Community Areas.

## **7. FEEDBACK SYSTEM**

The platform will have a rating system, where users will be able to rate each other once the service has been completed and register their comments when making and completing each transaction within the platform. The opinions of Tutors and Students are the sole responsibility of the same. Daba does not control or modify the comments made by Tutors or Students or the ratings made by Tutors or Students at the end of each transaction. Students and Tutors are solely responsible for the content and comments they post on the platform.

## **8. THIRD-PARTY MATERIALS.**

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

## **9. ADVERTISING**

Through the platform, Work4uTutor may make available to users, commercial and advertising information, own or third parties in accordance with good business practices. In these cases, Work4uTutor does not endorse, guarantee or commit its responsibility for the services and/or products marketed by these third parties, since the platform serves as a channel of communication and advertising, but not as a tool for the provision of services. Consequently, it is the full responsibility of the users to access the sites that refer advertising, assuming the obligation to verify and know the terms of the services offered by third parties.

## **10. LICENSE TO USE THE PLATFORM**

Work4uTutor gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the platform provided to you by Work4uTutor as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Work4uTutor, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

The user agrees not to use the platform and the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests or rights of the Work4uTutor platform or third parties.

This service prohibits sending of messages, that: (1) Any kind of messages that are catalogued as SPAM. (2) Are harassing, abusive, defamatory, obscene, in bad faith, unethical or otherwise illegal content (3) distribute trojans, viruses or other malicious computer software (4) Any message with political or religious content (5) Any message with obscene or offensive content (6) Are intending to commit fraud, impersonating other persons, phishing, scams, or related crime (7) distribute intellectual property without ownership or a license to distribute such property (8) Breach, in any way, the terms of service, privacy policy or rules of this platform or the recipients.

Work4uTutor reserves the right to terminate your access immediately, with or without notice, and without liability to you, if Work4uTutor believes that you have violated any of these terms or interfered with the use of the platform or service by others.

## **11. COPYRIGHT**

The images provided by the Tutors, belong to the Tutors. The copyright and intellectual property rights of the images provided by the Tutors belong to the users who authorize Work4uTutor to publish those images on the platform. Please do not copy or use these images without the respective authorization of the Tutors.

All materials on Work4uTutor, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Work4uTutor or by third parties that have licensed or otherwise provided their material to the platform. You acknowledge and agree that all Materials on Work4uTutor are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Work4uTutor prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Work4uTutor or any part of the material for any purpose other than its intended purposes is strictly prohibited.

## **12. COPYRIGHT INFRINGEMENT**

Work4uTutor will respond to all inquiries, complaints and claims regarding alleged infringement by breach or violation of the provisions contained in international copyright regulations. Work4uTutor respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on the Work4uTutor website infringes your copyright or other intellectual property rights, please submit your request via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.

- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Work4uTutor can find it on the platform.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

Upon receipt of a copyright infringement request, Work4uTutor will contact the allegedly infringing user so that the user can respond to the copyright infringement request.

Responses to copyright infringement requests must contain the following:

- The physical or electronic signature of the user.
- The identification of the content that has been removed or the place where the content was posted.
- A statement, under oath, indicating a good faith belief that the content or material was removed due to an error.
- The name, address and telephone number of the user.
- A statement that the user consents to the jurisdiction of the court in which the user is located.

In the event that the alleged infringing user fails to respond to the copyright infringement request and the alleged copyright owner is able to satisfactorily prove ownership of such copyright in the content and requests removal of such content from the platform, Work4uTutor will remove the content from the platform immediately.

All copyright infringement requests and responses may be submitted through our contact information.

### **13. PERSONAL DATA**

Any personal information you post or submit in connection with the services and use of the platform will be used in accordance with our privacy policy. Please see our privacy policy.

### **14. PROHIBITED ACTIVITIES**

The content and information available on the platform (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such content and information, is proprietary to Work4uTutor or licensed to the Work4uTutor by third parties. For all content other than your

content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the platform. In addition, the following activities are prohibited:

- Use the services or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by Work4uTutor.
- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.
- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the services into any other platforms or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Work4uTutor in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any content.

## **15. DISCLAIMER OF WARRANTIES**

Work4uTutor will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet Work4uTutor provides and maintains the platform on an "as is", "as available" basis and makes no promise that use of the platform will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our platform may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those platforms.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the platform in breach of these terms you will be liable to and will reimburse Work4uTutor for any loss or damage caused as a result.



Work4uTutor will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Work4uTutor excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Work4uTutor and Work4uTutor shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the platform.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the platform.
- Any loss or damage resulting from your use or the inability to use the platform or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the platform or from transmissions via emails or attachments received from Work4uTutor.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

## **16. ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by Work4uTutor for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any user, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

## **17. THIRD PARTY PLATFORMS**

Through your use of the platform and services you may encounter links to third party sites or be able to interact with third party sites. Such third parties may charge a fee for use of certain content or services provided on or by way of their platforms. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where Work4uTutor provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with

third party sites and apps are at your own risk. You expressly acknowledge and agree that Work4uTutor are in no way responsible or liable for any such third-party sites.

## **18. INDEMNIFICATION**

You agree to defend and indemnify Work4uTutor from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the Work4uTutor platform.

## **19. CHANGES AND TERMINATION**

We may change the platform and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the platform constitutes your acceptance of any changes to these terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these terms at any time by notifying you in writing (including by email) or without any warning.

## **20. INTEGRATION CLAUSE**

This agreement together with the privacy policy and any other legal notices published by Work4uTutor, shall constitute the entire agreement between you and Work4uTutor concerning and governs your use of the platform.

## **21. DISPUTES**

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the platform, shall be resolved by binding arbitration between the user and Work4uTutor, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event that a dispute arises in connection with the use of the platform or breach of these terms and conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. Work4uTutor may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the platform and purchase of products posted and offered through the listings available on the platform.

The courts of Philippines, shall have jurisdiction over any dispute, controversy or claim relating to Work4uTutor and its business operations. Any such dispute or controversy shall be brought and resolved in the courts of Philippines.

## **22. FINAL PROVISIONS**

These conditions are governed by international laws. Use of the Work4uTutor platform is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions.

Our performance of these terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our platform or information provided to or gathered by us with respect to such use.

If any part of these terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

## **23. CONTACT INFORMATION**

If you have questions or concerns about these terms, please contact us through our contact page or via the contact information below:

**Work4uTutor.**

**Email: [work4ututorsupport@support.com](mailto:work4ututorsupport@support.com)**