**TERMS AND CONDITIONS OF ACCESS OR USE**

1. **Introduction**
2. Future Learning Private Limited having its registered office at House No 164, 77 High Street, E-11/2, Islamabad, Pakistan (hereinafter referred to as "**Tutory**", "**we**", "**us**", or "**our**") provides an online platform that connects teachers who offers online courses to the students seeking to enroll for such courses(the "**Services**"), which Services are accessible at www.tutory.pk. and any other websites through which Tutory makes the Services available (collectively, the "**Site**") and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the "**Application**").
3. By accessing or using the Site, Application or Services or by downloading or posting any content from or on the Site, via the Applications, you would be indicating that you have read, and that you understand and agree to be bound by these terms and receive our Services (“**Terms of Services**” or “**Terms**”), whether or not you have registered with the Site and/or Application.
4. Therefore, please read these Terms of service before accessing or using the website, application or services or downloading or posting any content from or on the website, via the applications or through the Services, carefully as they contain important information regarding your legal rights, remedies and obligations.
5. If you do not agree to these Terms, then you have no right to access or use the website, applications, Services, or Collective Content (as defined below).
6. If you are using the Site, Application or Services then these Terms of Service are binding between you and Tutory.
7. Tutory also handles any and all payments and payouts conducted through or in connection with the Site, Application or Services ("**Payment Services**"). Payment Services provided by Tutory are subject to the payments terms as provided in clause 10 below ("**Payments Terms**").
8. **Definition**

In addition to other words and expressions that may be defined elsewhere in these Terms, unless the context otherwise requires, the following capitalized terms wherever used in the Agreement shall have the meanings as ascribed hereunder:

1. "**Courses**" means educational courses listed by Teachers on the Site or Applications.
2. "**Course Fees**" means the amounts that are due and payable by a Student for enrolment of Course. The Teacher alone, and not Tutory, is responsible for the fees for his or her Listing. The Teacher may in his or her sole discretion decide to include in these amounts (i) any other fee permitted on the Tutory platform, or (ii) Taxes that the Teachers determines that he or she has to collect.
3. "**Collective Content**" means Member Content and Tutory Content.
4. "**Content**" means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.
5. "**Listing**" means Course that is listed by a Teacher as available via the Site, Application, and Services.
6. "**Member**" means a person who completes Tutory’s account registration process, including but not limited to Teachers and Students, as described under "**Account Registration**" in clause 7 below.
7. "**Member Content**" means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or Tutory promotional campaign to be made available through the Site, Application or Services.
8. "**Payment Method**" means a payment method that you have added to your Tutory Account, such as a credit card, debit card or net banking.
9. "**Service Fees**" means the fee that Tutory charges a Teacher for the use of the Services, which is calculated as a percentage of the applicable tuition sessions.
10. "**Student**" means a Member who enrolls for Courses on Application or Site, in case of minor student the parent or guardian who enroll their child or ward for the Courses on Application or Site.
11. "**Tax**" or "**Taxes**" mean any sales taxes, value added taxes (VAT), goods and services taxes (GST), service tax, that Teachers or Tutory may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.
12. "**Teacher**" means a Member who creates a Listing of Courses via the Site, Application and Services.
13. "**Tutory Content**" means all Content that Tutory makes available through the Site, Application, Services, or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Student/Teacher Content.
14. **Terms of Service**
15. By using the Site, Application or Services, you agree to comply with and be legally bound by the terms and conditions of these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site, Application and Services and all Collective Content (defined above), and constitute a binding legal agreement between you and Tutory.
16. In addition, certain areas of the Site and Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.
17. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil and criminal liabilities.
18. The Site, Application and Services comprise an online platform through which Teachers may create Listings for Courses and Students may learn about and enroll for the course directly with the teachers.
19. You understand and agree that upon Student enrolling for the Courses, the contract would be between the Teacher and the Student and that Tutory would not be a party to any contract/agreements entered into between teacher and students. Tutory has no control over the conduct of Teachers, Students and other users of the Site, Application and Services or any Course, and disclaims all liability in this regard to the maximum extent permitted by law.
20. You acknowledge and agree that, by accessing or using the Site, Application or Services or by downloading or posting any content from or on the Site or via the Application, you are indicating that you have read, and that you understand and agree to be bound by these terms and receive our Services, whether or not you have registered with the Site and Application. If you do not agree to these terms, then you have no right to access or use the Site, Application, Services, or Collective Content. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.
21. **Modification**
22. Tutory reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees (defined below), at any time and without prior notice.  We will also update the "Last Updated" date at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application and Services.
23. **Eligibility**
24. Use of the Site, Application and Services is available only to persons who can form legally binding contracts under Indian laws. The Site, Application and Services are intended solely for persons who are 18 years of age or older. The use of the Site, Application and Services is also not available to persons whose membership has been suspended or terminated by Tutory for any reason whatsoever. Any access to or use of the Site, Application or Services by anyone under 18 years is expressly prohibited. By accessing or using the Site, Application or Services you represent and warrant that you are 18 years or older.
25. **Usage of Site, Application or Services**
26. The Site, Application and Services can be used to facilitate the listing of and enrolling for Courses. Such Courses are included in Listings on the Site, Application and Services by Teachers. You may view Listings as an unregistered visitor to the Site, Application and Services; however, if you wish to enrol for the Courses or create a Listing, you must first register to create a Tutory Account (defined below).
27. Tutory makes available an online platform or marketplace with related technology for Teachers and Students to meet online and arrange for enrolment of Courses directly with each other. Tutory is neither an owner nor does it have any rights in relation to Courses listed by Teachers unless otherwise expressly mentioned or agreed between Tutory and Teacher.Tutory is not a provider of Services, including, but not limited to, conducting of classes, live demo, doubt clearing sessions and Tutory does not own, sell, resell, manage and/or control Courses or Services by the Teachers. Unless explicitly specified otherwise in the Tutory platform, Tutory's responsibilities are limited to facilitating the availability of the Site, Application and Services.
28. Please note that, as stated above, the Site, Application and Services are intended to be used to facilitate Teachers and Students connecting and Enrolling for courses directly with each other. Tutory cannot and does not control the content contained in any listings and the condition, legality or suitability of any Course. Tutory is not responsible for and disclaims any and all liability related to any and all Listings and Courses. Accordingly, any enrolment will be made or accepted at the Member's own risk.
29. **Account Registration**
30. In order to access certain features of the Site and Application, and to enroll for Courses or create a Listing, you must register to create an account ("**Tutory Account**") and become a Member. You may register to join the Services directly via the Site or Application or as described in this section.
31. You can also register to join by logging into your account with certain third-party social networking sites ("SNS") (including, but not limited to, Facebook; each such account, a "Third-Party Account"), via our Site or Application, as described below. As part of the functionality of the Site, Application and Services, you may link your Tutory Account with Third-Party Accounts, by either: (i) providing your Third-Party Account login information to Tutory through the Site, Services or Application; or (ii) allowing Tutory to access your Third-Party Account, as permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Tutory and/or grant Tutory access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Tutory to pay any fees or making Tutory subject to any usage limitations imposed by such third-party service providers. By granting Tutory access to any Third-Party Accounts, you understand that Tutory will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("SNS Content") so that it is available on and through the Site, Services and Application via your Tutory Account and Tutory Account profile page. Unless otherwise specified in these Terms, all SNS Content, if any, will be considered to be Member Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your Tutory Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or Tutory's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your Tutory Account and your Third-Party Accounts, at any time, by accessing the "Settings" section of the Site and Application. Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers. Tutory makes no effort to review any SNS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Tutory is not responsible for any SNS Content.
32. Your Tutory Account and your Tutory Account profile page will be created for your use of the Site and Application based upon the personal information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Tutory Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Tutory reserves the right to suspend or terminate your Tutory Account and your access to the Site, Application and Services if you create more than one (1) Tutory Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms.
33. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Tutory Account, whether or not you have authorized such activities or actions. You will immediately notify Tutory of any unauthorized use of your Tutory Account.
34. **Course Listings**
35. As a Teacher, you may create Listings. To create a Listing, you will be asked a variety of questions about the Course to be listed, including, but not limited to, the subject, topic, number of sessions, mode of conduct, and time slots of the lectures and pricing and related rules and financial terms. Listings will be made publicly available via the Site, Application and Services. You understand and agree that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to, Teachers and Students preferences, ratings.
36. Other Members will be able to your view Courses via the Site, Application and Services based upon the information provided in your Listing, your Students requirements, and Students' search parameters and preferences. You understand and agree that once a Student requests enrolment for your Course, you may not request the Student to pay a higher price than that mentioned in the Site or Application.
37. You acknowledge and agree that you alone are responsible for any and all Listings and Member Content you post. Accordingly, you represent and warrant that any Listing you post and the enrolment of Student for a Course in a Listing you post (i) will not breach any agreements you may have entered into with any third parties or any intellectual property rights of any third party, and (ii) will (a) be in compliance with all applicable laws, including Intellectual Property laws, and rules and regulations that may apply to any Course included in a Listing you post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that Tutory assumes no responsibility for a Teacher's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Tutory reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Tutory, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or Tutory's then-current Standards, Trademark & Branding Guidelines, or otherwise harmful to the Site, Application or Services.
38. As a Teacher, you understand and agree that Tutory does not act as your contracting agent. If a Student requests an enrolment for your Course and attends at your lectures including (e-lectures), seminars, webinars, sessions, classes, any agreement you enter into with such Student is between you and the Student and Tutory is not a party to it.
39. As a Teacher, you understand and agree that your relationship with Tutory is limited to being a Member and an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Tutory for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Tutory. Tutory does not control, your Listing, your offline activities associated with your Listing, or any other matters related to any Listing, that you provide. As a member you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of Tutory, including by inappropriately using any Tutory intellectual property.
40. When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request an enrolment for your Courses, such as requiring Members to have a profile picture or verified phone number, in order to enrol for your Course. Any Member wishing to enrol for your Course included in Listings with such requirements must meet these requirements. More information on how to set such requirements is available via the "Listing" section of the Site, Application and Services.
41. If you are a Teacher, Tutory makes certain tools available to you to help you to make informed decisions about which Members you choose to confirm or pre approve for enrolment for your Course. You acknowledge and agree that, as a Teacher, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who conducts the Course on your behalf, excluding the Students.
42. **No Endorsement**
43. Tutory does not endorse any Member, Listing or Courses. You understand that Listings and Tutory Contents in relation to Courses are intended only to indicate a representation of the Course at the time the Listing was done. Tutory Contents are therefore not an endorsement by Tutory of any Member, Listing or Course.
44. Members are required to provide accurate information. Although Tutory may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth, and other information, or undertake additional checks and processes designed to help verify or check the identities or backgrounds of Members and/or screen Member information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.
45. Any references in the Site, Application or Services to a Member being "verified" or "connected" (or similar language) only indicate that the Member has completed a relevant verification or identification process, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Tutory about any Member, including of the Member's identity and whether the Member is trustworthy, safe or suitable. We are not responsible for any damage or harm resulting from your interactions with other Members.
46. By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Tutory with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site and Services regarding any enrolment or Listings made by you. This limitation shall not apply to any claim by a Teacher against Tutory regarding the remittance of payments received from a Student by Tutory on behalf of a Teacher, which instead shall be subject to the limitations described in the section below entitled "Limitation of Liability".
47. **Enrolments and Payment Terms**
48. **Payment Terms for Teachers**
49. If you are a Teacher and an enrolment is requested for your Course via the Site, Application or Services, you will be required to either pre-approve, confirm or reject the enrolment request within the period of 7 days from the date of request for enrolment (‘**Enrolment Request Period**’), otherwise the enrolment request will automatically expire. When an enrolment is requested via the Site, Application or Services, we will share with you (i) the first and last name of the Student who has requested the enrolment, and (ii) a link to the Student's Tutory Account profile page. If you are unable to confirm or decide to reject an enrolment request within the Enrolment Request Period, any amounts collected by Tutory for the requested enrolment will be refunded to the concerned Student. When you confirm an enrolment requested by a Student, Tutory will send you an email, text message or message via e-mail and the Application confirming such enrolment, depending on the selections you make via the Site, Application and Services.
50. Tutory will collect the Course Fees from Students at the time of the enrolment request. The Course Fees collected from the Student by Tutory will be held in trust byTutory till the time the Course Fees or any part thereof becomes payable to Teacher.
51. Tutory will transfer the Course Fees or part thereof at the end of each month in proportion to the number of sessions out of total sessions held by the Teacher in that particular month.
52. Teacher agrees that Tutory may, in accordance with the cancellation policy selected by the Teacher and reflected in the relevant Listing, (i) permit the Student to cancel the enrolment and (ii) refund (via Tutory) to the Student that portion of the Course Fees specified in the applicable cancellation policy.
53. Teacher agree that Tutory is a limited payment collection agent solely for the purpose of accepting the Course Fees from Students.The payment made by a student through Tutory, shall be considered as being held in trust by Tutory on behalf of the Teacher till it becomes due to the Teacher and the Teacher will provide the services to the Students in the agreed-upon manner
54. You agree that Tutory through its Site or Application would raise system generated invoice to the Student only on your behalf in relation to the Course for which the Student has enrolled. By doing so Tutory is not acting as an employee, agent, joint venturer or partner of the Teacher. Tutory will raise invoice on behalf of the Teacher to Student for the Course Fees which shall be inclusive of all applicable Taxes. The Teacher will be responsible to pay to the Government all Taxes as applicable on Course Fees collected by the Teacher and Tutory shall not be responsible for any liability in relation thereto.
55. **Enrolments and Financial Terms for Students**
56. The Teachers, not Tutory, are solely responsible for honouring any confirmed enrolment and conducting the Courses enrolled for through the Site, Application and Services. If you, as a Student, choose to enter into a transaction for enrolment of Course, you agree and understand that you will be required to enter into an agreement with the Teacher and you agree to accept any terms, conditions, rules and restrictions associated with such Course imposed by the Teacher. You acknowledge and agree that you, and not Tutory, will be responsible for performing the obligations of any such agreements, that Tutory is not a party to such agreements, and that, with the exception of Tutory’s obligations pursuant to the Payments Terms, Tutory (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements.
57. The Course Fees payable will be displayed to the Student before the Student sends an enrolment request to a Teacher. Upon receipt of your enrolment request, Tutory may initiate a pre-authorization and/or charge a nominal amount to your Payment Method pursuant to the Payments Terms. If a requested enrolment is cancelled (i.e. not confirmed by the applicable Teacher), any amounts collected by Tutory will be refunded to such Student, depending on the selections the Student makes via the Site and Application, and any pre-authorization of Student's Payment Method will be released, if applicable.
58. You as a Student agree to pay the Course Fees for any enrolment requested, in connection with your Tutory Account. Tutory will collect the Course Fees pursuant to the Payments Terms.
59. Once you're confirmed enrolment transaction is complete you will receive a confirmation email summarizing your confirmed enrolment.
60. You as a Student agree that in accepting payments for the Teacher, Tutory acts as payment aggregator and service provider to the Teacher – not as a service provider to the Student. In the event Student decide to send a payment to an account owned and/or operated by Tutory or an Affiliate for transmission to the Teacher, Student irrevocably agree that Tutory may accept and act upon the instructions of the Teacher with respect to such payment.
61. **Service Fees Payable by Teacher**
62. In consideration for the use of Tutory's online marketplace and platform, Tutory charges Service Fees. Tutory collects these Service Fees pursuant to the Payments Terms, and, where applicable, may also collect Taxes (such as Service Tax in India) in respect of the Service Fees.
63. The Service Fees which shall be inclusive of applicable taxes shall be chargeable to the Teacher in proportionate to the Course Fees being transferred to the account of the Teacher.
64. Teacher agree that it shall pay to Tutory the Service Fees as soon as it receives the Course  Fees or part thereof in relation to the Course enrolled for. Once, the Service Fees becomes due to Tutory, it shall neither be cancelled nor be refundable to the Teacher.
65. If you owe or agree to pay any amount to Tutory (whether as a result of enrolment of your Course or otherwise), then Tutory may withhold the amount you owe to Tutory from any payout amounts due to you as a Teacher, and use the withheld amount to setoff the amount owed by you to Tutory.
66. **Cancellations and Refunds**
67. If, as a Student, you wish to cancel a confirmed enrolment made via the Site or the Application, either prior to or after commencement of the Course, the cancellation policy of the Teacher contained in the applicable Listing will apply to such cancellation. Our ability to refund the Course Fees and other amounts charged to you will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Site and Application. Tutory will initiate any refunds due pursuant to the Payments Terms.
68. If a Teacher cancels a confirmed enrolment made via the Site, Services, and Application, (i) Tutory will refund the Course Fees paid by the Student for such enrolment to the applicable Student pursuant to the Payments Terms which shall not exceed the total amount paid by the Student and (ii) the Student will receive an email or other communication from Tutory containing alternative Listings and other related information. If the Student requests an enrolment from one of the alternative Listings and the Teacher associated with such alternative Listing confirms the Student's requested enrolment, then the Student agrees to pay Tutory the Total Fees relating to the confirmed enrolment for the Course in the alternative Listing, in accordance with these Terms. If a Teacher cancelled a confirmed enrolment and you, as a Student, have not received an email or other communication from Tutory, please contact Tutory.
69. If, as a Teacher, you cancel a confirmed enrolment, you agree that Tutory may apply penalties or consequences to you or your Listing, including (i) publishing an automated review on your Listing indicating that an enrolment was cancelled, (ii) keeping the Course for your Listing unavailable or block for the Course of the cancelled enrolment, or (iii) imposing a cancellation fee. You will be notified of the situations in which a cancellation fee applies before you decide to cancel.
70. In certain circumstances, Tutory may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed enrolment made via the Site, Application and Services. This may be for reasons set forth in extenuating circumstances as detailed under Force Majeure in clause 34 below or for any other reason. Tutory may also determine, in its sole discretion, to refund to the Student part or all of the amounts charged to the Student in accordance with the Student Refund Policy. You agree that Tutory and the relevant Student or Teacher will not have any liability for such cancellations or refunds.
71. **Enrolment Modifications**
72. You as a Student or Teacher are responsible for any modifications to an enrolment that you direct Tutory Customer Service to make ("**Enrolment Modifications**"), and you agree to pay any Course Fees, Service Fees, or any other fees and/or Taxes associated with such Enrolment Modifications.
73. **Taxes**
74. Tax regulations may require us to collect appropriate tax information from our Teachers, or to withhold taxes from payouts to Teachers, or both. You as a Teacher are solely responsible for keeping the information in your tax forms current, complete and accurate. If you as a Teacher fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you (e.g. where you are a Teacher and you fail to provide us with a PAN Card details, etc.), we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.
75. You as a Teacher understand and agree that you are solely responsible for determining (i) your applicable Tax reporting requirements, and (ii) the Taxes that should be included, and for including Taxes to be collected or obligations relating to applicable Taxes in Listings. You are also solely responsible for remitting to the relevant authority any Taxes included or received by you. Tutory cannot and does not offer Tax-related advice to any Members.
76. Where applicable, or based upon request from a Teacher, Tutory may issue a valid Service Tax/GST invoice to such Teacher.
77. You understand and acknowledge that appropriate governmental agencies, departments or authorities (the "**Tax Authority**") where your office or residence is located may require Taxes to be collected from Students or Teachers on the amount paid for the course and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these taxes may be required to be collected and remitted as a percentage of the Course Fees set by Teachers.
78. **User Conduct**
79. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Site, Application, Services and Collective Content. In connection with your use of the Site, Application, Services and Collective Content, you may not and you agree that you will not:
80. violate any local, state, national, or other law or regulation, or any order of a court, including, without limitation, Tax regulations;
81. use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
82. access or use our Site, Application, Services expose or allow to be used or exposed, any Tutory Content: (i) that is not publicly displayed by Tutory in its search results pages or listing pages before an enrolment is confirmed; (ii) in any way that is inconsistent with the Tutory’s Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Tutory's users or any other third party;
83. use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Tutory endorsement, partnership or otherwise misleads others as to your affiliation with Tutory;
84. dilute, tarnish or otherwise harm the Tutory brand in any way, including through unauthorized use of Collective Content, registering and/or using Tutory or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Tutory domains, trademarks, taglines, promotional campaigns or Collective Content;
85. copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
86. infringe the rights of Tutory or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right
87. interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
88. use our Site, Application or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
89. use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
90. "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Tutory Student or Teacher;
91. offer, as a Teacher, any Course that you are not competent to teach on or do not yourself have permission to teach (without limiting the foregoing, you will not list Courses as a Teacher if you are serving in the capacity of an  agent or listing agent for a third party);
92. register for more than one Tutory Account or register for an Tutory Account on behalf of an individual other than yourself, except in case where the parent is registering the account for its child or guardian for its ward;
93. contact another Member for any purpose other than asking a question related to an Enrolment, Course, Listing, or the Member's use of the Site, Application and Services;
94. recruit or otherwise solicit any Teacher or other Member to join third-party services or websites that are competitive to Tutory, without Tutory's prior written approval;
95. recruit or otherwise solicit any Member to join third-party services, applications or websites, without our prior written approval;
96. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
97. use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content;
98. use the Site, Application, Services or Collective Content to find a Teacher or Student and then complete an enrolment of Course independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Tutory's provision of the Services or for any other reasons;
99. as a Teacher, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor;
100. violate these Terms or Tutory's then-current Policies and or Standards;
101. engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services;
102. post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
103. systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
104. use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Tutory's name, any Tutory trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Application or Services, without Tutory's express written consent;
105. access, tamper with, or use non-public areas of the Site, Application or Services, Tutory's computer systems, or the technical delivery systems of Tutory's providers;
106. attempt to probe, scan, or test the vulnerability of any Tutory system or network or breach any security or authentication measures;
107. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Tutory or any of Tutory's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;
108. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;
109. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content;
110. advocate, encourage, or assist any third party in doing any of the foregoing; or
111. accept or make a payment for Course Fees outside Tutory. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Tutory harmless from any liability for such payment.
112. Tutory has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. In addition, and as set in these Terms, Tutory may take a range of actions against you, including but not limited to deactivating or cancelling your Listing(s) or Tutory Account, for a violation of this Section or these Terms.
113. Tutory may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Tutory or to comply with legal process (for example, summons or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and debugging purposes, or (iv) protect the rights, property or safety of Tutory, its users, or members of the public.
114. You acknowledge that Tutory has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating and improving the Site, Application and Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms.
115. Tutory reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Tutory, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.
116. **Reporting Misconduct**
117. If the Teacher or anyone who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behaviour, or (ii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Tutory by contacting us with your police station and report number; provided that your report will not obligate us to take any action beyond that required by law (if any) or cause us to incur any liability to you.
118. **Privacy**
119. You agree that Tutory's Privacy Policy (as may be updated from time to time) governs Tutory's collection and use of your personal information.
120. **Intellectual Property Ownership and Rights Notices**
121. The Site, Application, Services, and Collective Content are protected by copyright, trademark, and other laws of India. You acknowledge and agree that the Site, Application, Services and Collective Content, including all associated intellectual property rights, are the exclusive property of Tutory and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names, and any other proprietary designations of Tutory used on or in connection with the Site, Application, Services, and Tutory Content are trademarks or registered trademarks of Tutory in India and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Application, Services, and Tutory Content are used for identification purposes only and may be the property of their respective owners. As a Teacher, Student, or Member, you understand and agree that you are bound by the additional Terms, Guidelines and Policies that apply to your use of the Site, Application, Services and Collective Content, including Tutory's Trademark & Branding Guidelines (as may be updated from time to time).
122. **Additional Terms**
123. Our Site, Application and Services have different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.
124. **Application License**
125. Subject to your compliance with these Terms, Tutory grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on each mobile device or computer that you own or control and run such copy of the Application solely for your own personal use.
126. **Tutory Content and Member Content License**
127. Subject to your compliance with these Terms, Tutory grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Tutory Content solely for your personal and noncommercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and noncommercial purposes. You have no right to sublicense the license rights granted in this section.
128. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Tutory or its licensors, except for the licenses and rights expressly granted in these Terms.
129. **Member Content**
130. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services, or through Tutory promotional campaigns, you hereby grant to Tutory a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application and Services. Tutory does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.
131. You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site, Application, Services or through Tutory promotional campaigns. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site, Application, Services or through Tutory promotional campaigns or you have all rights, licenses, consents and releases that are necessary to grant to Tutory the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Tutory's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application, the Services or Tutory promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
132. **Hyperlinks**
133. The Site, Application and Services may contain links to third-party websites or resources. You acknowledge and agree that Tutory is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Tutory of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.
134. **Feedback**
135. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Application and Services ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Site and Application, or by other means of communication. You acknowledge and agree that all Feedback you give us will be the sole and exclusive property of Tutory and you hereby irrevocably assign to Tutory and agree to irrevocably assign to Tutory all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At Tutory's request and expense, you will execute documents and take such further acts as Tutorymay reasonably request to assist Tutory to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.
136. **Copyright Policy**
137. Tutory respects copyright law and expects its users to do the same. It is Tutory's policy to terminate in appropriate circumstances the Tutory Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.
138. **Term and Termination, Suspension and Other Measures**
139. **Term**
140. This Agreement shall be effective for till the time Members access or use the site, application or services or by downloading or posting any content from or on the Site, via the Application or through the Services Until such time when you or Tutory terminate the Agreement as described below.
141. **Termination for convenience**
142. You may terminate this Agreement at any time via the "Cancel Account" feature on the Site or by sending us an email. If you cancel your Tutory Account as a Teacher, any confirmed enrolments will be automatically cancelled and your Students will receive a full refund. If you cancel your Tutory Account as a Student, any confirmed enrolment will be automatically cancelled and any refund will depend upon the terms of the applicable cancellation policy.
143. Without limiting our rights specified below, Tutory may terminate this Agreement for convenience at any time by giving you 30 days' notice via email to your registered email address.
144. **Termination for breach, suspension and other measures**
145. Tutory may immediately, without notice terminate this Agreement if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Tutory Account registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) Tutory believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, Tutory or third parties, for fraud prevention, risk assessment, security or investigation purposes.
146. In addition Tutory may deactivate or delay Listings, reviews, or other Member Content, cancel any pending or confirmed enrolments, limit your use of or access to your Tutory Account and the Site, Application or Services, temporarily or permanently revoke any special status associated with your Tutory Account, or temporarily or permanently suspend your Tutory Account if (i) you have breached these Terms or our Policies, including material and nonmaterial breaches and receiving poor ratings from Teachers or Students, or (ii) Tutory believes in good faith that such action is reasonably necessary to protect the safety or property of Members, Tutory or third parties, for fraud prevention, risk assessment, security or investigation purposes.
147. In case of non-material breaches and where appropriate, you will be given notice of any measure by Tutory and an opportunity to resolve the issue to Tutory's reasonable satisfaction.
148. **Consequences of Termination**
149. If we take any of the measures described above we may (i) communicate to your Students or Teachers that a pending or confirmed enrolment has been cancelled, (ii) refund your Students in full for any and all confirmed enrolments, irrespective of pre-existing cancellation policies, (iii) support your Students, on an exceptional basis, in finding potential alternative Courses, and (iv) you will not be entitled to any compensation for confirmed enrolments that were cancelled.
150. If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your Tutory Account or any of your Member Content. If your access to or use of the Site, Application and Services has been limited or your Tutory Account has been suspended or this Agreement has been terminated by us, you may not register a new Tutory Account or attempt to access and use the Site, Application and Services through other Tutory Accounts.
151. **Survival**
152. If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.
153. **Disclaimers**
154. If you choose to use the Site, Application, Services or Collective Content, you do so at your sole risk. You acknowledge and agree that Tutory does not have an obligation to conduct background or character checks on any member, including, but not limited to, Students and Teachers, but may conduct such background or character checks in its sole discretion. If we choose to conduct such checks, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future.
155. The Site, Application, Services and Collective Content are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Tutory explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. Tutory makes no warranty that the site, application, services, collective content, including, but not limited to, the Listings or any Courses, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Tutory makes no warranty regarding the quality of any Listings, Courses, Teachers, Students, the Services or Collective Content or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the Site, Application or Services.
156. No advice or information, whether oral or written, obtained from Tutory or through the Site, Application, Services or Collective Content, will create any warranty not expressly made herein.
157. You are solely responsible for all of your communications and interactions with other users of the Site, Application or Services and with other persons with whom you communicate or interact as a result of your use of the Site, Application or Services, including, but not limited to, any Teachers or Students. You understand that Tutory does not make any attempt to verify the statements of users of the Site, Application or Services or to review any Course. Tutory makes no representations or warranties as to the conduct of users of the Site, Application or Services or their compatibility with any current or future users of the Site, Application or Services. You agree to take reasonable precautions in all communications and interactions with other users of the site, application or services and with other persons with whom you communicate or interact as a result of your use of the Site, Application Or Services, including, but not limited to, Students And Teachers, particularly if you decide to meet offline or in person regardless of whether such meetings are organized by Tutory. Tutory explicitly disclaims all liability for any act or omission of any Student or other third party.
158. **Limitation of Liability**
159. you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Application, Services and Collective Content, your listing or enrolment of any Course via the Site, Application and Services, and any contact you have with other users of Vedanta whether in person or online remains with you. Neither Tutory nor any other party involved in creating, producing, or delivering the Site, Application, Services, Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms, from the use of or inability to use the Site, Application, Services or Collective Content, from any communications, interactions or meetings with other users of the Site, Application, or Services or other persons with whom you communicate or interact as a result of your use of the Site, Application, Services, or from your Listing or Enrolment of any Course via the Site, Application And Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Tutory has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
160. Except for our obligations to pay amounts to applicable Teachers pursuant to these Terms or an approved payment request, in no event will Tutory's aggregate liability arising out of or in connection with these Terms and your use of the site, application and services including, but not limited to, from your listing or enrolment of any course via the Site, Application and Services, or from the use of or inability to use the Site, Application, Services, or Collective Content and in connection with any course or interactions with any other members, exceed the amounts you have paid or owe for enrolments via the Site, Application and Services as a student in the three (3) month period prior to the event giving rise to the liability, or if you are a Teacher, the amounts paid by Tutory to you in the three (3)  month period prior to the event giving rise to the liability. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Tutory and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
161. **Indemnification**
162. You agree to release, defend, indemnify, and hold Tutory and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) enrolment of an Course, and (iii) creation of a Listing; including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of aenrolment or attending of a Course.
163. **Entire Agreement**
164. Except as they may be supplemented by additional Tutory policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire and exclusive understanding and agreement between Tutory and you regarding the Site, Application, Services, Collective Content (excluding Payment Services), and any enrolments or Listings of Courses made via the Site, Application and Services (excluding Payment Services), and these Terms supersede and replace any and all prior oral or written understandings or agreements between Tutory and you regarding enrolments or listings of Courses, the Site, Application, Services, and Collective Content (excluding Payment Services).
165. **Assignment**
166. You may not assign or transfer these Terms, by operation of law or otherwise, without Tutory's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Tutory may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
167. **Force Majeure**
168. Tutory is not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond Tutory’s reasonable control.
169. **No Waiver**
170. A delay or omission by Tutory to exercise any right or power under the Terms will not be construed to be a waiver thereof.
171. **Notices**
172. Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by Tutory (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
173. **Governing Law and Jurisdiction**
174. These Terms and your use of the Services will be interpreted in accordance with the laws of India. You and we agree to submit any dispute arising under these Terms to the personal jurisdiction of a court located in Bangalore for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
175. **General**
176. The failure of Tutory to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Tutory. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.