

## ***PROFESSIONAL CODE of CONDUCT***

This code is designed to provide all partners of Mwalimu Wetu with guidelines for appropriate professional conduct. It is intended not as a statement of new beliefs or a codification of new rules of conduct, but as a reaffirmation of enduring values and practices.

1. Shall respect the learner's right and dignity without prejudice to gender, colour, age, race, place of origin, language, sexual orientation, socio-economic background, family status, religion, physical characteristics etc.
2. Shall not favour or disadvantage any students, when making and presenting revision notes or set tests.
3. Shall not intentionally distort or suppress subject matter relevant to a pupil's academic programme.
4. Shall prohibit verbal, psychological, or sexual violence against any pupil in any form.
5. Shall not take advantage of his/her professional relationship with pupils for private gain.
6. Shall extract pressure on pupils to take additional paid classes.
7. Shall not collect illegal fees
8. Shall not divulge confidential information about pupils and parents/guardians unless required by law or specific cases, when in the best interest for the child.
9. Shall not be absent without justification.
10. Shall not teach under the influence of alcohol or drugs.
11. Shall refrain from discussing confidential and official matters with unauthorized persons.
12. Shall act in a manner that upholds the honour and dignity of the profession.
13. Shall constantly and consistently strive to achieve and maintain the highest degree of professional competence.

## ***TERMS & CONDITIONS***

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Mwalimu Wetu. By way of example, and not as a limitation, you are not to use the Services:

1. To abuse, Harass, threaten, impersonate or intimidate any person;
2. To post or transmit, or cause to be posted or transmitted, any Content that is libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
3. To communicate with Mwalimu Wetu representatives or other users in an abusive or offensive manner;
4. For any purpose (including posting or viewing Content) that is not permitted under the laws of the jurisdiction where you use this service;
5. To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain password, account, or private information from any Mwalimu Wetu user;
6. To create multiple accounts for the purpose of voting for or against users' visual content;
7. To create or transmit unwanted 'spam' to any person or any URL;
8. To post copyrighted Content that does not belong to you, unless you are commenting on visual content in Blogs, where you may post such Content subject to providing appropriate attribution to the copyright owner and a link to the source of the Content

## **TERMS & PAYMENT**

Interested tutors wanting to join Mwalimu Wetu will be subject to credential verification from a third-party partner Arope Group. After application submission the verification will take five (5) to ten (10) working days at an initial fee of three thousand five hundred Kenya Shillings (3,500) non-refundable.

Mwalimu Wetu will pay the tutor accordingly before each lesson cutting a ten percent (10%) commission from the total fee charged to the parent/guardian.

## **TRADEMARKS:**

Mwalimu Mwetu, mwalimuwetu.co.ke/mwalimuwetu.com and other Mwalimu Wetu graphic, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Mwalimu Wetu. Mwalimu wetu trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Mwalimu Wetu. The images and icons available in the Mwalimu Wetu icon pack may be used by partners and third-party sites in connection with providing appropriate links to the Mwalimu Wetu Site so long as they are used in a manner that is consistent with Mwalimu Wetu requirements.

## **DISCLAIMER LIMITED LIABILITY:**

Mwalimu Wetu does not guarantee, represent or warrant that your use of the Mwalimu Wetu services will be uninterrupted or error free, and you agree that from time to time Larice may remove the Mwalimu Wetu services for indefinite periods of time, or cancel the Mwalimu Wetu service at any time, without notice to you

You expressly agree that your use of, or inability to use, the Mwalimu Wetu services is at your sole risk. The Mwalimu Wetu services are (except as extremely stated by Larice) provided “as is” and “as available” for your use, without warranties of any kind, either expressed or implied, including ALL implied warranties of merchantability, fitness for a particular purpose, title and noninfringement. Because some jurisdictions do not allow the execution of implied warranties, the above exclusion of implied warranties may not apply to you.

## **TERMINATION OF SERVICES:**

1. You may stop using the services of Mwalimu Wetu at any time by closing your account or ceasing to use the services. In such an event, you will not be entitled to any refund of any fees that you have paid prior to you ceasing to use the service.
2. Mwalimu Wetu (Larice Limited) reserves the right in its sole discretion to cease or suspend providing all or any part of the services immediately without any notice to you (a) you breach, or threaten or intend to breach, these terms; (b) the service relies on data, services or another business relationship between Mwalimu Wetu and a third party provider, and such relationship terminates or changes in such a way that affects Mwalimu Wetu ability to continue providing service; (c) continuing to provide the service could create a substantial economic burden on Mwalimu Wetu (Larice Limited) as determined by Mwalimu Wetu (Larice Limited) in its sole discretion; or (d) continuing to provide the service could create a security risk or material technical burden as determined by Mwalimu Wetu (Larice Limited) in its sole discretion.