**Terms & Conditions**

Tuitonic applies the terms and conditions for all the students who become the members of the website. This is to extend an understanding how we deal with the management of our users and the use of this platform for their relevant purpose. The members will be referred as you and Tuitonic.com will be referred as we in the remaining documents. The individuals reserve all the rights not to join the services in case of disagreement with the terms and conditions; however, after joining; the members will be bound to abide the terms and conditions. This document does not imply any legal obligations or rights for the members; this is not a contract however using the services will be considered as the showing agreement to all the terms and conditions.

**General Terms**

These terms and conditions apply for appropriate usage of the website s service provider for all the students enrolled with us. The service will make sure to:

1. Create linkages, resulting into contractual arrangement among students and tutors for tutoring lessons through the Site
2. Use of Site in any other manner, related to the same purpose
3. Acknowledge agreement with these Terms.
4. If you do not agree to these Terms, please do not use the Site.

Anything against the terms and conditions of the website will be taken as a conflict and will be decided according to the discretion of site management. By agreeing the terms and conditions of the website, you agree to the following points.

**Registration process**

* The student may register with the basic information according to the requirement.
* The demand for services will be submitted through a demand form carrying subject requirements and academic level for the tuition required.
* The students have mandatory liability to share the feedback after trial class and availing the service of the tutor.
* The financial requirements will only be fulfilled after finding the right tutor for yourself.
* The students are also liable to give rating to the tutors; in order to assess the performance of the tutors and quality control.
* The students will not be bound with a single tutor for multiple subjects; they can hire services of a subject matter specialist for each of the required subject.

**Services**

* The Site offers a linkage opportunity for those seeking tuition services to connect with those who are looking for these kinds of services.
* As independent service providers hired by Students, Tutors have all the rights to control the methods, materials and all aspects of the lessons; however, quality assessment will be the liability of the site.
* In order to hire an appropriate tutor, the students have been provided chances to check the credentials and feedback from the previous clients; here referred as students.
* The site will facilitate all necessary facilitation regarding selection of the best possible tutors from the site database.

**Payment System**

* Multiple payment systems are accepted from the students which include all master & Visa cards, wire transfer, PayPal or else for the payments.
* Transparency in financial policies is not compromised UNDER ANY CIRCUMSTANCES.
* Students are provided with free test classes, with different tutors until the appropriate selection is made.
* After the final selection of the tutor, the student is liable to submit the payment in the service reserve fund.
* On satisfactory feedback by the student, the payment is released to the tutor after completion of 30 days’ class.
* In the absence of feedback or discontinuation of services from the student without any notice, the payment will automatically be released after 45 days from the starting date of the service.
* In case of unsatisfactory feedback from the student after 30 days’ class, the amount will only be refunded if 3 complaints have been submitted by the student during that period.
* After each complaint, the team of experts will review the issue and take necessary measures; discontinuation of services, recommendations for improvement or replacement if required.
* In case of completing all formalities of refund, the management will deduct the service charges as per terms and conditions.
* After completion of 30 days’ period, the student has no right to claim any refund in case no such complaint has been submitted during the month.
* All such complaints are subject to the prescribed procedures. he will get 10% discount in the next payment.

**Honest service delivery**

* By this document, you agree to the facilitation mechanism managed by the site, the purpose of the site is to facilitate you in your honest search for the tutors to improve your academic performance.
* The site **DOES NOT ALLOW IN ANY CIRCUMSTANCES** any facilitation of cheating or dishonest activities by both the parties; the students or the tutors.
* This means that the student cannot request the services of the tutors to undertake any assignment on behalf of the student such as completing the term papers etc. and the same for the tutors; not to facilitate in this manner.
* Violation of this term will instantly result into termination of the members and for tutors; forfeiting the dues as a penalty.

**Behaviour and conduct**

* Internal communication among the members may not contain anything which may be taken as abuse, harassment and threat.
* Any such behaviour will instantly result into termination of the members and for tutors; forfeiting the dues as a penalty.
* The tutors and students can only have an internal email correspondence if the system permits to interact; and the service has created a linkage between them.
* The tutors cannot directly access the student to influence their decision of hiring services.
* If a tutor could not satisfy the student in the trial class, he will lose access to the student and will not be allowed to contact him to create any inconvenience.
* Any attempt of pressure or influence will be taken as violation of terms and conditions.

**Information sharing with the site**

* The information form submission at the time of joining is a volunteer act; however, the information will remain confidential and go to our database and is not shared with anyone outside the system.
* For students and parents, the service has the right to request information related to the documentation for the payment made for hiring the services; tutoring quarries related to home assignments or your academic requirements; teacher feedback of a student etc. all of such info will be managed as internal communication and will not be shared with anyone.
* The information gathering for collecting academic profile of the member is intended for categorization according to the discipline; this is to help us connecting the right people according to need, the users are liable to provide such information.
* The service may also ask to upload written samples of essays or lessons; the tutors are liable to submit their academic record in order to verify their credentials.
* All of these documents are the property of the user but ONLY used for the described purpose.
* The profile of each member is confidential and can only be visible to members of the service; however, the personal information, such as personal email address, phone No. National ID No. and address will not be accessible by other members **UNDER ANY CIRCUMSTANCES.**

**User Identification**

* All the members will be issued a unique identification code; the name behind each code will not be revealed to other members.
* This is to prevent any attempt of direct approach; however, after availing face to face tutoring or Skype classes, the site does not take any responsibility for any unfavourable situation occurring due to direct interaction in future.
* Sharing direct contact information with the students through internal communication system with an intention to bypass the service system will result into termination of membership account.

**Finance related information**

* The service does not reveal any accounts’ information with anyone else; this information is kept confidential.
* This policy is applicable on all sort of accounts’ information including credit card detail and all associated information, such as name, bank name and address.
* In case of electronic transactions, the information is stored in the database and kept out of access for everyone except for the accounts team; however, the data is not shared with other members **UNDER ANY CIRCUMSTANCES;** the credit card numbers are not stored in the system.
* The tutor may request verification of payment history of any student, before accepting his tuition, the relevant team will conduct the verification check from the accounts profile/history of the user; however, accounts details and information will not provide in this case.

**Age limit**

* Children under the age of 13 years are not eligible to register an account and avail our services.
* In such cases, the entire information will be shared with the parents of the child; service for these age groups will only be provided on authentication through legal guardians.
* The parents or legal guardian of someone under the age of 13, who may have provided us with information without your knowledge or consent; may contact us to have this information removed.
* All contact, including tutoring sessions; virtual or non-virtual between tutors and any minor are mandatory to take place ONLY in a supervised setting.

**Violation report**

* Violation of the terms and conditions may be reported through any sources; which may include but not limited to the reports by internal members, such as report by the tutors after providing services to the students, or vice versa.
* Third party reports may also be accepted for further investigation.
* The administration reserves the rights to take action after internal investigation; proof of such violations may lead to termination of the membership.

**Confidentiality of information**

* Tuitonic applies the liability of confidentiality on both tutors and students who become our members.
* This is to extend an understanding how we deal with the information of our users.
* All the members must hold Confidential Information in strict confidence.
* All right, title and interest in the Confidential Information remains with the management of the service.

**Content and material**

* The service does not claim ownership of the material uploaded on the website and has no obligation of any kind regarding any of such content.
* However, any content that you provide in connection with this website may be deemed to be provided on a non-confidential basis.
* Open access to all academic materials will not be provided to all members.
* The privacy policy as stated above; will be applicable to these kinds of materials.

**Security measures by the members**

* The members will be responsible to take security measures to prevent any compromise on their credentials.
* To prevent password theft, it is highly recommended not to share your user ID and password with anyone.
* It is also recommended to change your password at least once per month.
* Still if there is any doubt in this regard, the support may be informed to prevent any potential abuse and provide additional support.
* Sharing the login details is prohibited to the service staff; No staff member is liable to collect such information.
* Similarly, don’t write such information in internal or external email correspondence.

**Legal obligations**

* The service may provide any sort of personal, tutoring or transaction related information; stated above, **ONLY** in case of some kind of any legal requirement.
* The information may ONLY be shared with the authorities in case of the legal order from the competent authority.
* The subject matter solely depends upon the nature of individual case, and may be decided on discretion of the management.

**Termination and suspension**

* The service reserves the right to suspend and /or terminate any user with or without notice at any time in its sole discretion, for any reason or no reason.
* You agree that, if you are suspended and/or terminated, you will make no further use of the Site after termination or during suspension.
* Violation of terms and conditions will instantly result into termination of the members and for tutors; forfeiting the dues as a penalty.

The termination; as stated above, may include, but not limited to the following reasons;

* Violation of confidentiality agreement
* Violation of conduct terms; abuse, threat or harassment
* Attempt of influencing the selection of tutors
* Committing any dishonest activity; such as writing assignments on behalf of the students etc.
* Tutors having negative feedback from 3 students

**Changes in the terms and conditions**

* Tuitonic.com reserves rights to change the terms and conditions at any time without any notice.
* However, members’ feedback and suggestions are always welcomed.
* Please write to support@tuitonic.com.
* Any revised version of the document will be shared on the website to update users’ knowledge about the services.

**Service Disclaimer**

USE OF THE SITE IS AT YOUR SOLE RISK UNLESS OTHERWISE EXPLICITLY STATED. THE WEBSITE DOES NOT MAKE ANY WARRANTY OR REPRESENTATIONS THAT:

1. THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FAULT LESS;
2. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE;
3. THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM TUTORS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR
4. ANY ERRORS IN THE SITE WILL BE CORRECTED.

YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE SITE, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. THE SITE DOES NOT HAVE ANY KIND OF LIABILITY IN CASE OF SUCH ISSUES

**Limitation of liability**

THE SITE ONLY ACTS AS AN INTERMEDIARY FOR TUTORS TO CONNECT WITH THOSE WHO ARE LOOKING FOR THEM. YOU UNDERSTAND AND AGREE THAT SITE HAS NO CONTROL OVER THE ACTS OR ERRORS OF ANY USER AND THAT IT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY OF THE SERVICES PROVIDED BY ANY USER. YOU UNDERSTAND AND SHOW YOUR CONSENT THAT THE SERVICE IS NOT ACCOUNTABLE FOR THE PERFORMANCE OR CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE. AS SUCH, IT openly DISCLAIMS ANY AND ALL LEGAL RESPONSIBILITIES WHATSOEVER FOR ANY DISAGREEMENT, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SITE.

USERS OF THE SITE WILL CARRYOUT TRANSACTIONS BETWEEN THEMSELVES; THE SITE WILL ONLY ACT AS A LINKAGE PLATFORM AND WILL NOT BE INVOLVED IN ANY USER INTERACTIONS. THE SITE IS NOT RESPONSIBLE FOR DISPUTES, CLAIMS, LOSS, INJURY, OR DAMAGE OF ANY KIND THAT MIGHT ARISE DURING AND AFTER USER DEALING. YOU AND THE SITE AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND THE SITE AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

THE SITE EXPRESSLY DISCLAIMS, AND EACH USER EXPRESSLY RELEASES THE SITE FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SITE, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF USERS ON OR OFF THE SITE.

TO THE FULL EXTENT PERMITTED BY LAW, THE SITE DOES NOTTAKE ANY LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, SUCH AS LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE, EVEN IF THE SITE HAS earlier BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING CARELESSNESS, INCLUDING WITHOUT LIMITATION DAMAGES DUE TO THE USE OF OR THE LACK OF ABILITY TO USE THE SITE, THE COST OR PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SITE, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS, OR CONTENT OR INFORMATION USERS MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. THESE LIMITATIONS SHALL APPLY APART FROM ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, BESIDES TERMINATION OF MEMBERSHIP WILL REMAIN IRREVOKABLE RIGHT OF THE SITE AS PER POLICY

**Restraining action**

* The website reserves the rights to restrain any member from the website membership for future at the time of terminating membership.
* These kinds of decisions may be supported through a severe breach of policies and violation of the term and conditions; however, management can take such decisions on its own discretion.
* Getting involved in any kind of abusive or harassing behaviour, making attempts to forcefully influencing tutor’s selection or some sort of financial embezzlement may lead to these kinds of actions by the management.

**Notice policy**

* The site may provide notice to Users via email or internal communication system, notices on the Site.
* The users who want to quit during the tutoring agreement are liable to provide one month notice; failing to do this will cause forfeiting the dues for those services, which have been discontinued in the middle.
* The site reserves the right at any time to modify, suspend or terminate the services or restrict them, with or without any prior notice.
* The site may also remove any account or restrict use of, all related information and files.
* The site will not be liable to Users or any third-party for any modification, suspension, or termination of service, or loss of related information.
* The site may revise these Terms at any time by posting the revised terms on this Site.

**Entire agreement**

* These Terms and conditions form the whole agreement between you and the site relating to their subject matter, and cancel and succeed any prior versions of the document.
* You may not assign or otherwise transfer any right granted.
* You also may be subject to additional terms and conditions that may apply when you use the site or third party products or services.

Last Edited by

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