

Terms and Conditions of Use

Effective day 2 February 2020

The following are the terms and conditions of use that regulate the information and services of Tutorbook, who will be referred to as the Company. The present is applicable in all its platforms; app for iOS operating systems, app for Android operating systems, and web app, as well as any functionality on the websites: tutorbook.app, tutorbook.org, or any other service that may be provided to the user or educational institution.

0. Initial Agreement

The use, consultation and access of any of the platforms leads to full and unreserved acceptance of the terms of use from the moment the user accesses. These conditions constitute a complete, formal, and unique agreement between the user and the Company that prevails and replaces other communications, agreements, or verbal and written proposals.

The Company reserves the right to modify the general terms of use at any time, notifying the user of the new version with the modifications inserted through the publication on the website, presuming their acceptance if the user continues with the use from any of the platforms.

1. Terms and Conditions of Use Purpose

The Company is a startup which provides services through its technological platforms directly to educational institutions and to private users whose purpose is to connect students and tutors so that academic tutoring lessons are carried out instantly.

Expert tutors in their teaching area have the possibility to share their knowledge, while students are those who seek to improve their academic performance or expand their knowledge and can find the ideal tutor quickly, safely and accessibly to learn.

The Company being a multi-platform for linking users of 2 types: student and tutor, operates solely and exclusively as an intermediary between them, without any other responsibility for communication between them or any agreement outside the platforms they may establish.

2. Payment

The educational institution will pay the Company a monthly plan for its services: the amount, payment date, payment method and the rights and obligations of the parties (the Company and the educational institution) will be subject to the specifications established in the Services

Agreement that is concluded with each specific educational institution, in case of doubt consult the Services Agreement celebrated between the parties.

3. Interest Rate

If the educational institution fails to make the payment within the period established within the first 5 business days of each month, it will be charged a 5% interest per month for every 30 calendar days that are previously past due established until payment has been made.

4. Cancellation of Tutoring Lessons

There will be no penalty in case of cancellations of tutoring lessons by the Company, regardless of whether it is canceled by the tutor or student, unless otherwise stated by the educational institution, in which case, the educational institution will have to inform and corroborate it directly with the tutors and students from their school.

5. Cancellation of Services Provided by Tutorbook

The Company reserves the right to cancel the services provided to the educational institution in case the payment is not made in the terms agreed in the Services Agreement that is celebrated with each specific educational institution, or in case the educational institution uses wrongly any of its platforms, the decision will be at the sole discretion of the Company and there will be no consequences for the related actions.

6. Commissions

There will be no fee of commissions since the tutoring lessons provided are free of charge, it is understood that the service is being paid monthly by the educational institution to the Company, unless the educational institutions states otherwise, in which case will have to informs its students and tutors.

7. Data and Information from Users

Any type of information that users provide to the Company to provide the services of any of the platforms must comply with the following requirements:

- It must not be false or misleading.
- It will not infringe copyright on any third party.
- Will not violate any law, statute, ordinance or regulation.
- Will not be obscene or contain pornography.

- It will not contain any computer programming viruses that are intended to damage, harmfully interfere, intercept or expropriate any system, data or personal information.
- Ensure that as a user, whether a student or guardian, has not been the subject of a complaint, order or any other legal action that implies restriction, arrest or conviction for a crime that involves endangering the safety of persons.
- The user will allow the Company to verify their criminal, judicial, professional and personal records with the information provided.

All those evaluations that are carried out both from the tutor towards the student and vice versa, which are opinions of the users that do not correspond to the opinions of the Company, are alien to our assessment of the interaction between the users, so the Company refrains from any liability or moral damage that may arise from said comments among users. However, when a tutor has negative opinions of the students or vice versa the Company may delete this information at any time if it is not suitable for the terms of use of the educational platforms.

Each user grants the right to freely use any type of information and/ or material that is collected from both the mobile and web platform.

Each tutor or student recognizes that the Company shall not owe any financial or other remuneration for the use of the information or material that is collected from the mobile or web platform.

8. Code of Ethics

The Company, to preserve the quality of its services and a pleasant atmosphere between both users, stipulates the following regulations in the use of the Company's services.

Both types of users (student and tutor) are subject to compliance with the following regulations:

Act with honesty, respect, kindness and patience with any type of user involved in any of the services provided by the Company.

The unpunctuality of the tutoring lesson should not be repetitive. In case there is a delay by any of the parties, it is obliged to keep in constant communication with the other party to let them know, in case of any complaint or suggestion it should be made directly to the educational institution to which it belongs, since it is understood that the service is provided directly by the educational institution. The Company only provides the intermediation and data analysis service.

Communication with the tutor or student can be done only and exclusively through the messaging system incorporated in any of the Company's platforms. The exchange of any personal information including cell phone numbers, photographs, social networks, etc. is strictly prohibited.

Any other regulations that affect the services provided having a negative impact either legal or economic for the Company or any of its platforms.

9. Platforms Access

Once users access the platform to request the services of the Company, users must necessarily be of legal age, where the user must be over 18 years of age. If a user, who is a minor, requires a tutoring service, the service must be previously authorized by their parents or by the competent authorities. Similarly, the Company always requests the presence of a person of legal age who is with the student, when he is a minor, who must be present at the time of the tutoring lesson. It should be considered that the authorization of the minor student to receive the tutoring lesson is an acceptance of our terms of use. The educational institutions are responsible for letting their users (tutors / students) know about past regulations, in case they do not, it will be understood that the educational institution is responsible for any damage or harm against any of its users.

The Company will not be responsible for any false information that is recorded or any action carried out with intent or bad faith that leads the Company's administrators to mistakenly understand the user's age or parental consent or competent authority. All information provided by the educational institution is understood to be correct and provided in good faith to the Company.

10. Conflicts Between Tutors and Pupils

Since the functionality of the Company it's only to be the intermediary between both users and the service is provided directly to the educational institution it is necessary to point out that, in case of any dispute between the users, they release the Company (and our subsidiary companies, employees or any person) of any claim, claims or damages (real or resulting) of any kind and nature, arising out of or related in any way to such conflicts.

The Company expressly disclaims any liability that may arise among the users of its services that derive from any of its platforms. The Company is not responsible for disputes, claims, losses, damages of any kind that may arise before, during and after the tutor-student interaction. The Company reserves the right, but not the obligation, to monitor the interaction and disputes between both users or any conflict between the users and the educational institution.

11. Suspension and Removal of Users

Regardless of the fact that the service provided by the Company is provided directly to educational institutions, it reserves the right to block access or remove, partially or totally,

student-type users or tutor-type users, who disseminate content or execute actions that may result: abusive, defamatory, obscene, offensive, fraudulent, contrived or misleading, infringement of copyright, trademarks, confidentiality, industrial secrets or any intellectual property rights of a third party, or in any way contravene the provisions of these Terms of use. As well as restrict access to any administrator of the platforms that is part of the educational institution (employees, teachers, etc.)

12. Copyright and Industrial Material

The Company, its logos and all the material that appears on any of its platforms, are trademarks, domain names and commercial names owned by the Company and protected by international treaties and federal and local laws regarding intellectual property and copyright.

The copyright on the content, organization, collection, information, logos, photographs, images, videos, programs, applications, or in general any information contained or published on the website or on any of the platforms is duly protected in accordance with the applicable legislation on intellectual property.

The user or any educational institution is expressly prohibited from modifying, altering or suppressing, in whole or in part, notices, trademarks, trade names, signs, advertisements, logos or in general any indication that refers to the ownership of information. contained in any of the platforms.

The user undertakes not to modify, reproduce, copy, redesign, decompile, adapt, translate, prepare derivative works of any of the platforms, the website or use the application to develop any software or other materials based on them.

13. Limitation of Liability

Regardless of the provision of services under the terms of use, the Company is not responsible for any user (tutor/student) for any type of damage or harm against them, whether physical or moral, during the use or handling of the platforms of the Company or any mishap that could result from the use of it either before, during or after the use of the platforms.

The student and the tutor agree that the use of the website or any of the platforms is carried out at their own risk and that it is a service provided directly by the educational institution to which they belong. The Company does not make any type of representation or grant any type of guarantee regarding the reliability, punctuality, quality, suitability, availability, accuracy or totality of the services provided by the tutors. The Company is also not responsible for the quality of the academic tutoring lesson, since it is understood that said service is provided directly by the educational institution.

The Company assumes no responsibility for damages of any kind that may arise from the use of the services and content by users that may arise from the lack of veracity, completeness or authenticity of the information that Tutors inform, including but not limited to the damages that may be derived from the impersonation of a third party made by a user in any kind of communication made through the website or any of the platforms.

In no case and under any circumstance, the Company, its directors, employees, agents or shareholders will be liable for damages or losses of any kind that arise or in any way related to the use of the website or any of its platforms.

14. No Competition

The educational institution may not develop any type of mobile and / or web platform like that of the Company, whose main objective is to connect tutors and students instantly, for within a period of 5 years and will start counting as soon as the service to the educational institution is stopped. The spirit of this, is inspired by the following reasoning:

- The Company has dedicated more than 3 years of research in UX "User Experience", in the use of any of the platforms.
- The Company has invested economic resources in terms of customer satisfaction and how to use the platforms.
- The Company has carried out studies and made tests regarding the needs of educational institutions and their students.
- The Company has invested economic resources in the creation of the platforms, where one of the main objectives is to improve the performance of educational institutions, students and programs based on statistics.
- The Company has invested economic resources in the development of software programs on which the mobile and web platform are based.
- The Company has invested economic resources in the administrative system of the mobile and web platform as well as its Artificial Intelligence tool.
- If the educational institution does not comply with this, the Company will have the right to demand for rights for the damages and losses valued in the present time of the moment in which it was breached.

15. Information

All information that is generated based on the demand of tutoring lessons, may be used by the Company for any type of purpose which it deems appropriate, some of them with the purpose of improving the services provided to the educational institution or any other client of the Company.

16. Applicable Legislation and Jurisdiction

The terms and conditions expressed above will be governed and interpreted in accordance with the laws of the United States of America, regardless of the provisions related to conflicts of laws. Any legal procedure derived from or related to this document will be settled in the competent courts of the city of Palo Alto, Mountain View, Menlo Park, Los Altos, and expressly waive any other jurisdiction that may correspond.