

TAKETUTOR TERMS OF SERVICE

Please read these Terms of Service (hereinafter - the “**Terms**”) carefully before using the TakeTutor Platform and/or Services (as defined below). If you do not accept these Terms in their entirety, including the agreement to arbitrate on an individual basis any claims between you and TakeTutor, Inc. (referred to as “**TakeTutor**”, “**we**”, and “**us**”), a corporation registered and organized under the laws of the state of Delaware, you must not access or use the TakeTutor Platform.

1. GENERAL INFORMATION

1.1. Terms of Service

These Terms describe the terms and conditions applicable to your access and use of the website, located at www.TakeTutor.com, and its sub-domains (the “**Website**”), related mobile device application, and software (collectively with the Website, the “**TakeTutor Platform**”).

Use of the Services is subject to these Terms and any other rules or policies published on the Website or otherwise made available to you by TakeTutor.

You understand that by creating an account on the TakeTutor Platform, you enter into a legally binding contract with TakeTutor with effect from this date and indicate your unconditional acceptance of these Terms.

These Terms, as well as Refund and Payment Policy, Privacy Policy, Cookies Policy, and any service-specific terms as made available in the Legal Center, are legally binding agreements governing the relationship between TakeTutor and any User (as defined below) or visitor of the TakeTutor Platform. As a User or a visitor of the TakeTutor Platform, the collection, use, and sharing of your personal data are subject to the Privacy Policy and Cookie Policy, as may be amended from time to time.

1.2. TakeTutor Services

You may access and use the TakeTutor Platform as: (i) a registered user seeking online language teaching and tutoring services by using the TakeTutor Platform or other tools made available by TakeTutor (the “**Student**”); (ii) a registered user providing online language teaching and tutoring services via the TakeTutor Platform or other tools made available by TakeTutor (the “**Tutor**”); or (iii) a visitor of the Website, including the TakeTutor Blog.

Throughout these Terms, “you” or “your” may refer as applicable to the Student, the Tutor, or a visitor accessing or using any of our Services (each the “**User**”).

TakeTutor services include access to the TakeTutor Platform for Students and Tutors, to connect for online language teaching and tutoring services, facilitation of payments between Students and Tutors, and customer support and related services (the “**Services**”). TakeTutor does not provide language teaching and tutoring services. All available teaching and tutoring services on the TakeTutor Platform are provided according to the services' specific terms outlined in the Legal Center.

You are responsible for obtaining and paying for any equipment and Internet service necessary to access the

Services. We may alter, suspend, or discontinue the TakeTutor Platform or the Services in whole or in part, at any time and for any reason, without notice. The TakeTutor Platform may also become unavailable periodically due to maintenance or malfunction of computer equipment or other reasons. We may provide access to third party services and products from time to time or to our own products or Services. You acknowledge that the TakeTutor Platform is evolving and that the form and nature of the Services may change from time to time without notice to you.

1.3. Amendments to these Terms

We reserve the right to amend or modify Terms at any time, by posting a revised version on the Website and by notifying you through the TakeTutor Platform, or via the email address associated with you in case of material change hereto. The latest version is published on this page.

We encourage you to check this page regularly. If you do not agree with the amendments to these Terms, you have the right to terminate these Terms by discontinuing your use of the Services and providing a termination notice to TakeTutor or deleting your account. By continuing to use the Services following the amendment of these Terms, you consent to be bound by the Terms as amended.

2. OBLIGATIONS

2.1. Services Eligibility

Services are available only to and may only be used by individuals who are 18 years and older and who can form legally binding contracts under applicable law. Individuals under the age of 18 but not younger than the age of 13 can use our Services only in conjunction with and under the supervision of a parent or a legal guardian. The parent or the legal guardian shall at all times be responsible for any and all activities related to the use of the Services by the aforementioned individuals.

You agree and confirm that you will not allow any individual younger than the age of 13 to use the Services.

2.2. Verification

TakeTutor may request a Tutor to provide a government-issued ID (passport, driver's license, etc.) and the documents confirming the claimed educational credentials (educational background documents, such as diplomas, certificates, etc.). The Tutor will be asked to upload a copy of the Tutor's government-issued ID and their educational document(s). As a Tutor passes the verification procedure, a special badge is added to the Tutor's profile, and the uploaded copies of the documents get deleted from our servers.

TakeTutor does not endorse or make any representations or warranties regarding the accuracy, completeness, and reliability of any information provided by the Tutor within the verification procedure.

TakeTutor cannot confirm that each User is who they claim to be. You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users.

When interacting with other Users, you should exercise caution and common sense to protect your personal

safety and property, just as you would when interacting with other people you don't know. Neither TakeTutor nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Services. TakeTutor, its affiliates, and licensors will not be liable for any claim, injury, or damage arising from or in connection with your use of the Services.

2.3. Consumer Reports

TakeTutor may or may not utilize third-party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications ("Consumer reports"). TakeTutor does not endorse or make any representations or warranties regarding the reliability of such Consumer reports or the accuracy, timeliness, or completeness of any information in the Consumer reports.

TakeTutor does not independently verify information in the Consumer reports. You hereby consent to TakeTutor collecting, using, and disclosing the information in the Consumer reports. You understand and agree that TakeTutor may, in its sole discretion, review and rely on the information in the Consumer reports in deciding whether to suspend or terminate a User account or to investigate a complaint about a User, but that TakeTutor shall not be responsible or liable in any way in the event that any information in the Consumer reports about any person, including without limitation any User, is not accurate, timely or complete. Users who are the subject of Consumer reports may contact the third-party consumer reporting agency to dispute such information's accuracy, timeliness, or completeness. TakeTutor reserves the right to suspend and/or terminate a User account based on the information in the Consumer reports or for any other reason at TakeTutor's sole discretion.

2.4. Privacy

You may use the TakeTutor Platform without providing personally identifiable information. When using the Services, you may be requested to provide your personal data. To learn more about our privacy practices, please refer to TakeTutor Privacy Policy.

2.5. Payment

Payment processing on the TakeTutor Platform is provided by third-party payment processors including, but not limited to Braintree, PayPal, Stripe, Skrill, Payoneer, and TransferWise, allowing us to:

- (a) bill the Students in lieu of directly processing your credit/debit card information;
- (b) enable payouts to the Tutors.

For the avoidance of doubt, payment made by the Student to TakeTutor shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the TakeTutor Platform.

Please review the additional payment terms as specified in the Refund and Payment Policy.

More details on the security of your payment and billing information may be found in our Privacy Policy.

We use third-party payment processors Braintree PayPal and Stripe to bill you as Students in lieu of directly

processing your credit/debit card information and PayPal and Payoneer to enable payouts to the Tutors. Please read more on how the security of your payment and billing information is handled in our Privacy Policy.

For the avoidance of doubt, payment made by the Student to TakeTutor shall satisfy the Student's obligation with respect to the payment to the Tutor for the tutoring services provided via the TakeTutor Platform.

We also use third-party payment processors (PayPal, Payoneer) to enable payouts to the Tutors.

Please check the additional payment terms specified in the Refund and Payment Policy.

2.6. Refund

TakeTutor strives to ensure a clear understanding of the financial relations between Students and Tutors with respect to the Services we provide. Please check our Refund and Payment Policy to find out more about how we handle refunds. To the fullest extent permitted by law, any refunds at any time are at our sole discretion only.

3. RIGHTS AND LIMITS

3.1. Your Right to Use the TakeTutor Platform

In case you are a Student, TakeTutor hereby grants you, on the Terms set forth herein, a nontransferable, non-sublicensable, non-exclusive, limited right to access and use the TakeTutor Platform solely for your non-commercial personal use.

In case you are a Tutor, TakeTutor hereby grants you, on the Terms set forth herein, a nontransferable, non-sublicensable, non-exclusive, limited right to access and use the TakeTutor Platform solely for the provision of the tutoring services to the Students.

You agree not to view, copy, or procure content or information from the TakeTutor Platform by automated means (such as scripts, bots, spiders, crawlers, or scrapers), or to use other data mining technology or processes to frame, mask, extract data or other materials from the TakeTutor Platform (except as may be a result of the standard search engine or Internet browser usage) unless formally authorized by TakeTutor under separate written agreement.

You agree not to inquire about the engagement of or to engage Tutors to complete assignments, write papers, take quizzes, or otherwise do work on your behalf. Further, you agree not to use the Services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution, or workplace.

No TakeTutor materials made available to you as part of the Services may be copied, reproduced, modified, republished, downloaded, uploaded, posted, transmitted, or distributed in any form or by any means without TakeTutor's prior written permission or as expressly provided in these Terms.

You may not share or transfer your account credentials with any third party.

TakeTutor may impose reasonable limits on your scope of access to the TakeTutor Platform, including limits on

time or volume of information accessed or devices used to access the TakeTutor Platform, to prevent unauthorized third-party use of the Services.

All rights not expressly granted herein are reserved.

3.2. Your Account

Certain of our Services are reserved for registered users only. To become a registered user, you must create a Student or Tutor account on the TakeTutor Platform. You agree that you are responsible for protecting your account credentials from unauthorized use, and you are responsible for all activity that occurs under those account credentials. You agree to notify us immediately if you believe that any of your account credentials have been or may be used without your permission so that appropriate action can be taken.

You may use the Website and its features without being a registered user. This shall not preclude the application of these Terms and other TakeTutor's rules and policies applicable to your use of the Website, including but not limited to when you interact with the Website.

You may not (i) create more than two accounts (one as a Tutor and one as a Student) to access the TakeTutor Platform, (ii) share your account credentials with any third party, or (iii) transfer your account to any third party. TakeTutor is not responsible for any loss or damage caused by or expense incurred by you as a result of your failure to safeguard your account credentials. You agree that you shall not rent, resell, or remarket the TakeTutor Platform or provide access to the Services to any third party.

When you create an account on TakeTutor, we may collect certain personal data directly from you, or if you create your account using a third-party service (Facebook, Google, Apple), we may collect personal data about you from the third-party service (your username or user ID associated with that third-party service). By choosing to create an account using a third-party service, you authorize us to collect the personal data necessary to authenticate your account with the thirdparty service provider.

You may select a profile photo or connect your Google or Facebook account to be displayed within your Student account. Please be advised that the provision of your photo is not obligatory to use our Services. You may edit your account at your sole discretion. The security of any personal data you choose to share within your account is subject to our Privacy Policy.

When you create a Tutor account, it is obligatory to provide your profile photo and the video introduction.

You may edit your account at your sole discretion. Adding more details to your Tutor account may help you get the most out of your use of the Services, for instance, find more Students.

Therefore, it is your choice whether to include additional information within your account or not, such as country, language skills, education, and work experience. The security of any personal data you choose to share within your account is subject to our Privacy Policy.

3.3. Direct Interactions

TakeTutor does not take part in direct interactions between Students and Tutors except when we consider it

advisable:

- (a) to ensure compliance with these Terms;
- (b) to improve our Services; or
- (c) as stated in our Refund and Payment Policy.

TakeTutor does not have control over the services provided by the Tutors, any reviews or ratings provided by the Students, or any User acts and omissions.

3.4. Representations and Warranties

Tutor-Specific Representations

If you use the Services as a Tutor:

- (i) you will provide the tutoring services in accordance with these Terms and other policies set forth by TakeTutor and made available to you via email or by posting on the Website;
- (ii) you will provide the tutoring services in accordance with laws and regulations applicable in the state or country where you are providing the tutoring services;
- (iii) you are solely responsible and fully liable for any violation of any local laws and regulations that apply to your provision of the tutoring services;
- (iv) you will provide the tutoring services with reasonable care and skill and in accordance with generally recognized practices;
- (v) you have obtained all registrations, certifications, licenses, and other documentation that are required in the applicable jurisdiction for providing the tutoring services. It is your obligation to maintain the validity of all aforementioned documentation;
- (vi) you will not provide tutoring services to the Students outside of the TakeTutor Platform, receive payments from the Students directly, or encourage or solicit payment from the Student directly or through any channels other than those provided by TakeTutor;
- (vii) you acknowledge and agree that TakeTutor may advertise tutoring services that you provide via the TakeTutor Platform without any additional payment or obligation to you;
- (viii) you acknowledge and agree that TakeTutor may improve the video you provided for your account. The improvements can be made by editing the video, adding the TakeTutor logo to the video, improving the quality of sound in the video, and publishing the video on TakeTutor social media accounts with adding the description and link to the Tutor's profile.

Student-Specific Representations

If you use the Services as a Student:

- (i) you agree to honor the commitments you make to the Tutor via the TakeTutor Platform;
- (ii) you agree that you will not circumvent or manipulate the fee structure, the billing process, or fees owed to TakeTutor or the Tutor;
- (iii) you agree to use good faith efforts to interact with the Tutors.

3.5. Tutors' Introduction Video and Profile Photo

Tutors grant TakeTutor the rights to use Tutor's introduction video, name, and profile photo for marketing, advertising, or promotional purposes, including but not limited to publishing on social media channels, video

hosting, and streaming services, such as YouTube, Vimeo, Facebook, or others, as to ensure accessibility and visibility to the Students.

You may always request to remove any introduction videos published on social media channels, video hosting, and streaming services by writing to support@TakeTutor.com.

3.6. Tutors' Ranking

TakeTutor uses many pieces of information in order to show the Student the Tutors that best match the Student's preferences. The order in which Tutors are displayed depends on a number of factors including, but not limited to, the following:

- the subject the Student is searching for;
- the country of the Student;
- the Student's preferred language on the TakeTutor Platform;
- the time zone of the Student;
- the overlap in standard business hours between the Tutor and Student's time zones;
- the overall availability of time slots on a Tutor's calendar;
- the past performance of a Tutor in helping their Students achieve their learning goals;
- the Tutor profile information, including its completeness and the quality of the profile photo and introduction video;
- how responsive the Tutor is to the Students' messages;
- the Student reviews and ratings;
- Student's learning history on the TakeTutor Platform.

3.7. User Complaints

If a User has a complaint about Services, they should contact TakeTutor at complaint@TakeTutor.com with the subject line 'Formal Complaint' (the "Complaint"), providing as much detail as possible about the Complaint. TakeTutor shall respond to the User confirming receipt and shall investigate the matter. Upon receiving the Complaint, TakeTutor customer support shall investigate the Complaint internally, taking into account the importance and complexity of the issue or issues raised.

If the Complaint relates to a specific TakeTutor employee, another TakeTutor representative will help with the investigation in their place.

TakeTutor shall respond to the User with its findings in response to the Complaint, and, where applicable, with a suggested solution.

3.8. Lesson Recording

You acknowledge and agree that, from time to time, TakeTutor may record videos of your lessons. This recording is intended solely for the purpose of ensuring the quality of the Services. Recordings will not be shared externally, used for individual targeting, or used for any sales, marketing, or other promotional purposes.

By using the Services, you agree and give consent for such recordings that is gratuitous, unsolicited, and without restriction. You agree that TakeTutor may use these recordings without fiduciary or other obligation and

without any additional compensation.

You may opt out of any recordings of your lessons or request to remove any existing recordings by writing to support@TakeTutor.com.

3.9. Referral Program

The Students (henceforth the Student Referrer) and the Tutors (henceforth the Tutor Referrer) may invite another individual who is not, and has never been, a registered user of the TakeTutor Platform (henceforth the Referee) with a referral link. Clicking on this referral link entitles the Referee to a discount on their initial purchase via the TakeTutor Platform.

Referral links are only valid for and may be redeemed by the Referee to whom they are sent. We reserve the right to terminate any accounts found in violation and remove any credits or referral bonuses accumulated in breach of these Terms or Promotional terms with or without notice.

Discounts and referral bonuses eligibility is determined by TakeTutor at its sole discretion, and we reserve the right to revoke a discount or referral bonus if we determine you are not eligible. The eligibility requirements and other conditions will be disclosed when you sign-up for the Services or as otherwise communicated to you by TakeTutor.

Students

The Student Referrer will be entitled to receive a discount when the Referee makes their initial purchase using the discount from the referral link. The discount amount for the Student Referrer and the Referee is subject to change.

Credits are valid only for booking lessons on TakeTutor, are not redeemable for cash, and may not be resold. Credits will be valid for 180 days from the Referrer's most recent log-in date. If the Referrer has not logged in for 180 days, all credits will expire and will no longer be recoverable.

Tutors

The Tutor Referrer will be entitled to receive a referral bonus for every purchase the Referee makes. The referral bonus can be withdrawn as cash. The referral bonus amount for the Tutor Referrer and Referee is subject to change.

3.10. Limits

While using the Services, you agree to abide by the User Code of Conduct.

4. TAKETUTOR CONTENT

Users have a personal, non-transferable, non-exclusive right to use the TakeTutor Content of the TakeTutor Platform subject to these Terms. The "**TakeTutor Content**" means all information, text, images, data, links, or other material accessible through the TakeTutor Platform, whether created by us or provided by a third party

on or through the TakeTutor Platform. The Content may contain typographical errors, other inadvertent errors, or inaccuracies. We reserve the right to make changes to the TakeTutor Content without obligation to issue any notice of such changes. You may view, copy, download, and print the TakeTutor Content that is available on or through the TakeTutor Platform, subject to the following conditions:

- (a) The TakeTutor Content is available solely for your personal use. No part of the TakeTutor Platform or the TakeTutor Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose;
- (b) The TakeTutor Content may not be modified;
- (c) Copyright, trademark, and other proprietary notices may not be removed.

Nothing contained on the TakeTutor Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the TakeTutor Platform or any TakeTutor Content, except: (a) as expressly permitted by these Terms; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of the TakeTutor Content.

5. USER-GENERATED CONTENT

The “**User-generated Content**” means all comments, remarks, information, feedback, text, photographs, links, data, images, video, music, or other material that you or any User post to any part of the TakeTutor Platform or provide to TakeTutor, including such content or information that is posted as a result of surveys. We are not responsible or liable for the conduct of Users or for views, opinions, and statements expressed in the User-generated Content submitted for public display through the TakeTutor Platform. We do not prescreen information posted online. We are acting as a passive conduit for such distribution and may not be responsible for the User-generated Content. Any opinions, advice, statements, services, offers, or other information in the User-generated Content expressed or made available by Users are those of the respective author(s) or distributor(s) and not of TakeTutor. We neither endorse nor guarantee the accuracy, completeness, or usefulness of any such User-generated Content. You are responsible for ensuring that the User-generated Content submitted to the TakeTutor Platform is not provided in violation of any copyright, trade secret, or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from any infringement of copyrights, trade secrets, or other intellectual property rights, or any other harm resulting from your use, uploading, posting, or submission of the User-generated Content to the TakeTutor Platform.

We have the right, but not the obligation, to randomly monitor, edit or remove any User-generated Content submitted on or through the TakeTutor Platform at any time.

If you believe that your intellectual property rights have been infringed, please submit your complaint to legal@TakeTutor.com. You may report all types of intellectual property claims, including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

Lobbying. Federal law restricts lobbying activities by tax-exempt organizations. “Lobbying” includes certain activities intended to influence legislation. The User-generated Content does not constitute lobbying by TakeTutor but may constitute lobbying by you or an organization you represent. You are responsible for complying with any applicable lobbying restrictions.

6. LINKS TO THIRD-PARTY WEBSITES

The TakeTutor Platform may contain links to non-TakeTutor websites. These links are provided to you as a convenience and/or ancillary to the Services, and TakeTutor is not responsible for the content of any linked website. Any non-TakeTutor website accessed from the TakeTutor Platform is independent from TakeTutor, and TakeTutor has no control over that website's content. In addition, a link to any non-TakeTutor website does not imply that TakeTutor accepts any responsibility for the content or use of such a website. Use of any third-party website is subject to its terms of service and privacy policy. We request that the Users exercise caution and good judgment when using third-party websites.

7. ADVERTISEMENT

TakeTutor may run advertisements and promotions sponsored by third parties on the TakeTutor Platform. Your correspondence or business dealings with, or participation in promotions of advertisers other than TakeTutor found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser. TakeTutor is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-TakeTutor advertisers on the TakeTutor Platform.

TakeTutor may display advertisements on non-TakeTutor websites to promote the tutoring services you provide via the TakeTutor Platform and help you generate more Student leads.

8. NO IMPLIED ENDORSEMENTS

In no event shall any reference to any third party or third-party product or service be construed as an approval or endorsement by TakeTutor of that third party or of any product or service provided by a third party. TakeTutor does not endorse, warrant, or guarantee any product or service offered by any third party and will not be a party to or in any way monitor any transaction involving any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you are responsible for exercising caution and good judgment.

9. RELATIONS BETWEEN TAKETUTOR AND USERS

Providing the Services TakeTutor is acting as an on-demand intermediary connecting Students and Tutors and providing the tools to facilitate the tutoring services. You acknowledge and agree that TakeTutor is a technology services provider that does not provide online tutoring services or functions as a language learning school.

TakeTutor does not serve as an employer of any User unless separately subject to a signed, written employment contract signed by both the User and TakeTutor. Users may use the Services only for the provision and receipt of the tutoring services subject to these Terms.

As such, TakeTutor will not be liable for any tax or withholding, including but not limited to unemployment insurance, employer's liability, workers' compensation insurance, social security, or payroll withholding tax in

connection with your use of Services. You are solely responsible for adhering to all applicable tax regulations that may apply in connection with your use of the Services. You hereby agree to compensate TakeTutor for all state fees, claims, payments, fines, or other tax liabilities that TakeTutor will incur in connection with the obligations arising from applicable tax or other regulations not being met by you.

In all cases of use of the TakeTutor Platform, Users are acting as independent contractors and not as TakeTutor's or any other party's employee, agent, franchisee, or servant. Accordingly, you will be solely responsible for all costs incurred by you or your organization. You may not act as an employee, agent, or representative of TakeTutor nor bind any contract on behalf of TakeTutor. Where, by implication of mandatory law or otherwise, you shall be deemed an employee of TakeTutor, you hereby agree to waive any claims against us that may arise as a result of a such implied employment relationship. No User is entitled to participate in any TakeTutor vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by TakeTutor to its employees.

The Services provide connection to Tutors who are willing to be engaged by Students as independent contractors. As independent contractors, each Tutor decides when and how often the Tutor will be available to provide the tutoring services to Students. Each Tutor controls the methods, materials, content, and all aspects of the tutoring services. The Services allow Tutors to create subject-specific tutoring services, for a certain number of hours.

Students are responsible for selecting the Tutor suitable for their learning goals. Students should check each Tutor's self-reported credentials, education, and experience, as well as reviews from other Students. Each Tutor has the sole discretion to accept or decline a request for the tutoring services, as well as continue or discontinue a tutoring relationship with any Student.

Tutors may and, in fact are expected to perform the tutoring services for others or do other types of work (either as an independent contractor or employee or other) while these Terms are in effect, including with TakeTutor's competitors if desired, provided that such other activities do not result in the Tutor's violation of the Terms.

10. ASSIGNMENT

You may not assign or transfer your rights or obligations under these Terms in whole or in part to any third party without TakeTutor's written consent. These Terms shall be binding and inure to the benefit of the parties to these Terms and their respective successors, permitted transferees, and assigns.

11. FEEDBACK

You acknowledge and agree that we may provide you with a mechanism to provide feedback, suggestions, and ideas about the Services or the TakeTutor Platform (the "Feedback").

By submitting any Feedback, you provide us a written consent to use your Feedback for the improvement and promotion of the Services. You agree that submitting a Feedback is gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation and that we are free to use the Feedback without any additional compensation to you and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone.

You further acknowledge that, by accepting your Feedback, TakeTutor does not waive any rights to use similar or related ideas previously known to TakeTutor, or developed by its employees, or obtained from sources other than you. You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancement and modifications to the Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sub licensable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose, or without it in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

12. REVIEWS

You acknowledge and agree that TakeTutor may calculate a composite rating based on comments and reviews left by other Users. Tutors agree to be rated by Students along several criteria, as suggested by TakeTutor. TakeTutor provides its automatic feedback and rating system as a means through which Users can express their opinions publicly, and TakeTutor does not monitor or censor these opinions or investigate any remarks posted by Users for accuracy or reliability unless a User brings the posting to TakeTutor's attention. You may be held legally responsible for damages suffered by other Users or third parties as a result of these remarks if a court finds that these remarks are legally actionable or defamatory. TakeTutor is not legally responsible for any feedback or comments posted or made available on the TakeTutor Platform by any Users or third parties, even if that information is defamatory or otherwise legally actionable. You agree to report violations or abuses of our rating and feedback system immediately by contacting Customer Support.

13. NOTIFICATIONS

Unless you otherwise indicate in writing, TakeTutor will communicate with you by email, regular mail or by posting communications on the TakeTutor Platform. You consent to receive communications from us electronically, and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the email address you have provided to TakeTutor within your account or when we post such communication on the TakeTutor Platform. You should keep your email address updated in your account and regularly check this Website for postings. If you fail to respond to an email message from TakeTutor regarding the violation, dispute, or complaint within 2 (two) business days, we will have the right to terminate or suspend your account. All notices to TakeTutor intended to have a legal effect concerning these Terms must be in writing and delivered either in person or by means evidenced by a delivery receipt to the following address: 250-4231 Hazelbridge Way, Richmond, BC, Canada V6X.3L7.

To stop receiving specific communications from TakeTutor, please, submit a notification to us by email at support@TakeTutor.com in order to change the types and frequency of such communications, you may also change notification preferences in your account.

14. TERMINATION

Other than Tutors, we may terminate any User's access to the TakeTutor Platform in our sole discretion, for any reason and at any time, with or without prior notice. It is our right to terminate Users who violate these Terms, as deemed appropriate in our sole discretion.

We may terminate a Tutor's use of the Services (i) immediately for failure to comply with the Terms, including User Code of Conduct, which considers a material breach of the agreement; (ii) for other cause, including, but not limited to, sexual or other unwelcome harassment, threats or intimidation, fraud, falsification of documents or qualifications; or (iii) upon 30 days' advance written notice for any reason.

We may also delete or restrict access to or use of all related information and files. TakeTutor will not be liable to Users or any third party for any modification, suspension, or termination of the Service, or loss of related information.

In case TakeTutor suspends or terminates your account due to the breach of these Terms or any of TakeTutor policies, you understand and agree that you shall receive no refund or compensation for any unused funds or scheduled lessons/classes, or loss of any content or information associated with your account. In addition to the aforementioned, TakeTutor is entitled to withhold any funds remaining on your account as liquidated damages.

In case you haven't logged into your TakeTutor account for more than 180 days your account will be suspended, and your remaining balance will expire.

Even after your right to use the Services has been terminated or suspended, these Terms will remain enforceable against you.

15. INTELLECTUAL PROPERTY RIGHTS

All intellectual property in the design and layout of the TakeTutor Platform and the material and information published on the Website pages or within the TakeTutor Platform functionality belongs to and is vested in TakeTutor or its licensors. You may not copy any part of the TakeTutor Platform or otherwise do anything in relation to any part of the TakeTutor Platform. You may not otherwise use or reproduce any of the TakeTutor Platform or the material contained within it in any manner other than those listed above without first obtaining the prior written permission of TakeTutor.

Unless otherwise noted, all TakeTutor Content contained on the TakeTutor Platform is the property of TakeTutor and/or its affiliates or licensors and is protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions, and other intellectual property laws. The service marks and trademarks of TakeTutor, including without limitation TakeTutor and the TakeTutor logos are service marks owned by TakeTutor, Inc. Any other trademarks, service marks, logos, and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos, or trade names without the express prior written consent of the owner.

You may not link or frame to any pages of the Website or any TakeTutor Content contained therein, whether in whole or in part, without prior written consent from TakeTutor. You may like or follow TakeTutor or share links to the Website via social networking technology referenced on the Website. Any rights not expressly granted herein are reserved.

16. COPYRIGHT INFRINGEMENT. DMCA NOTICE

Since we respect content owner rights, it is TakeTutor's policy to respond to alleged infringement notices that

comply with the Digital Millennium Copyright Act of 1998 (“DMCA”). If you believe that any materials on our Services infringe your copyright, you may request that they be removed. Please notify TakeTutor's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, your request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

- (i) An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work that you claim has been infringed;
- (iii) Identification of the material that is claimed to be infringing and where it is located on the Website;
- (iv) Information reasonably sufficient to permit TakeTutor to contact you, such as your address, telephone number, and email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- (vi) A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent: Attn: DMCA Notice TakeTutor.

Address: 250-4231 Hazelbridge Way, Richmond, BC, Canada V6X.3L7. Email: legal@TakeTutor.com

Under federal law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorney's fees. Please note that this procedure is exclusively for notifying TakeTutor and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with TakeTutor's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable laws, TakeTutor may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. CONFIDENTIALITY

You may obtain direct access via the Services to certain confidential information of TakeTutor, its affiliates or Users, including but not limited to personally identifiable information, technical, contractual, product, program, pricing, marketing and other valuable information that should reasonably be understood as confidential (“Confidential Information”). You agree to hold Confidential Information in strict confidence and not use the Confidential Information except for the purposes set forth in these Terms and not disclose such Confidential Information to any third party. All right, title and interest in the Confidential Information remains with TakeTutor, its affiliates and its Users. No obligation is imposed upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from TakeTutor, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) is disclosed in response to a valid order by a court or other

governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to TakeTutor adequate to afford TakeTutor the opportunity to object to the disclosure.

18. DISCLAIMER OF WARRANTY

Use of the Services is entirely at your own risk. TakeTutor disclaims all liability in connection with any interactions, correspondence, transactions, and other dealings that you have with any third parties, including without limitation Students or Tutors found on or through the TakeTutor Platform (including on or via linked websites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, services, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Under no circumstances will we be liable for any loss or damage caused by your reliance on the information in any content on the TakeTutor Platform. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through the TakeTutor Platform.

You acknowledge that the TakeTutor Platform and all Services, text, images, and other information on or accessible from the TakeTutor Platform are provided "as is" and are based in part on listings provided by Tutors, which are not verified by TakeTutor, and that any tutoring services, listings or other content acquired through the use of the TakeTutor Platform are at your sole risk and discretion. TakeTutor and its affiliates and licensors are not liable or responsible for any results generated through the use of the Services. We provide no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, TakeTutor does not warrant that: (i) the information available on the TakeTutor Platform is free of errors; (ii) the functions or services (including but not limited to mechanisms for the downloading and uploading of content) provided by the TakeTutor Platform will be uninterrupted, secure, or free of errors; (iii) defects will be corrected, or (iv) the TakeTutor Platform or the server(s) that makes it available are free of viruses or other harmful components. Neither TakeTutor nor its affiliates or licensors is responsible for the conduct, whether online or offline, between Users.

In addition, notwithstanding any feature a Student may use to expedite Tutor selection, each Student is responsible for selecting their Tutor and negotiating a contract, and TakeTutor does not warrant any goods or tutoring services purchased by a Student and does not recommend any particular Tutor. TakeTutor does not provide any warranties or guarantees regarding any Tutor's professional accreditation, registration, or license.

TakeTutor expressly disclaims any liability or claims that may arise between Users of its Services. You are solely responsible for your interactions with all other Users and any disputes that arise from those interactions with other Users. TakeTutor is not obliged but may attempt to assist in resolving disputes between Users.

19. LIMITATION OF LIABILITY

(a) **Disclaimer.** In no event shall TakeTutor be liable to any User of the TakeTutor Platform or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of use, inability to use, unauthorized access to or use or misuse of the TakeTutor Platform or any information contained thereon, whether based upon warranty, contract, tort

(including negligence) or otherwise, even if has been advised of the possibility of such damages or losses.

(b) Limitation. You agree that TakeTutor's total cumulative liability in connection with these Terms, the TakeTutor Platform, the Services, the TakeTutor Content, or any listing or services whether in contract, tort, or otherwise, shall not exceed the amounts, if any, you paid to TakeTutor for the Services in the then-prior three months.

(c) Waiver of Class Action. Any claims brought by you or TakeTutor must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

20. EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

21. INTERNATIONAL

The TakeTutor Platform may be accessed from countries other than Canada. The TakeTutor Platform and the Services may contain products or references to products that are only available within Canada and Canada territories. Any such references do not imply that such products will be made available outside Canada.

If you access and use the TakeTutor Platform outside Canada, you are responsible for complying with all applicable local laws and regulations.

We make no representation that information on the TakeTutor Platform is appropriate or available for use outside Canada. Those who choose to access the TakeTutor Platform from outside Canada do so on their own initiative and at their own risk.

22. LIQUIDATED DAMAGES

TakeTutor and a User hereto acknowledge and agree that the funds that may be withheld under Section 14 of these Terms shall constitute liquidated damages and not penalties and are in addition to all other rights of TakeTutor in case of the breach of these Terms. TakeTutor and a User further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified in the abovementioned section bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any material breach of the agreement by a User (iii) one of the reasons for TakeTutor and a User reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages.

23. INDEMNIFICATION

By using the Services, you agree to indemnify, hold harmless and defend TakeTutor and its subsidiaries, affiliates, shareholders, officers, directors, agents, licensors, suppliers, other partners, employees, and representatives from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with your

use of the Services, including but not limited to (a) acts and/or omissions on or off the TakeTutor Platform; (b) violation of any rights of another, including without limitation any alleged infringement of intellectual property or other right of any person or entity relating to the TakeTutor Platform; (c) breach of these Terms; (d) disputes with or between other Users; (e) use and/or misuse of the TakeTutor Platform, including without limitation any information, content and/or materials thereon; (f) violation of any applicable law or regulation; (g) inaccurate, untimely, incomplete or misleading User information, including without limitation with respect to registration, profile or eligibility; (h) misstatements and/or misrepresentations; (i) use of links to third party websites, including without limitation such websites' availability, terms of use, privacy policy, information, content, materials, advertising, products and/or services; (j) User information and any acts or omissions with respect to such User information; (k) use of any information in third-party reports; (l) use of third-party payment processors; and/or (m) use of any services or products or any contracts or arrangements made or provided based on information, content and/or materials obtained on or through the TakeTutor Platform. You further agree that you will cooperate as requested by TakeTutor in defense of such claims. TakeTutor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and you shall not, in any event, settle any claim or matter on behalf of TakeTutor without the written consent of TakeTutor.

In the event that you have a dispute with any User, you hereby release TakeTutor (and its officers, directors, agents, investors, subsidiaries, employees, contractors, and any other third parties related to the Services) from any and all claims, demands, or damages (actual or consequential) of every kind, known and unknown, arising out of or in any way related with such disputes.

24. DISPUTE RESOLUTION

Any dispute arising out of consumer claims shall be finally resolved by individual arbitration before a single arbitrator is conducted in the English language in BC, Canada, under the Commercial Arbitration Rules of the Canada Arbitration Association (CAA).

All disputes arising out of or relating to these Terms shall be finally resolved by individual arbitration. The arbitration will be conducted in BC, Canada, except that a User residing in the Canada may elect to have the arbitration conducted at a location of TakeTutor's choice no more than 160 kilometers from the User's residence. The individual arbitration must be before a single arbitrator is conducted in English under the Commercial Arbitration Rules of the Canada Arbitration Association (CAA).

Any arbitration under these Terms will be between an individual User and TakeTutor. To the fullest extent permitted by applicable law, and except as expressly provided below, you and TakeTutor expressly waives any entitlement to resolve disputes in court or on a class, collective, or representative basis. You and TakeTutor shall appoint as sole arbitrator a person mutually agreed by you and TakeTutor or, if you and TakeTutor cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the CAA upon the request of either party.

The parties shall bear equally the cost of the arbitration except (a) to the extent prohibited by applicable law; (b) that if the arbitrator determines that costs unique to arbitration (i.e., filing, administration, and arbitrator's fees) would preclude a User from asserting a claim in arbitration, the arbitrator may require TakeTutor to pay a greater share of such costs unique to arbitration; and (c) the prevailing party shall, to the extent permitted or required by applicable law, be entitled to an award of reasonable attorneys' fees and costs incurred in connection

with the arbitration in such an amount as may be determined by the arbitrator.

All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, the application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, TakeTutor shall be entitled to seek temporary injunctive relief, security, or other equitable remedies from Canada District Court for the District of BC or any other court of competent jurisdiction.

25. GOVERNING LAW

These Terms shall be governed by the laws of the Province of BC, Canada.

26. NON-SOLICITATION

Without limitation, the Services may not be used to solicit for any other business, website, or service. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to the Service facilitated through TakeTutor without express written permission from TakeTutor.

You may not use the Service to collect usernames and/or email addresses of Users by electronic or other means without the express prior written consent of TakeTutor.

27. HEADINGS

The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

28. ENTIRE AGREEMENT. SEVERABILITY

These Terms, together with any amendments and any additional agreements you may enter into with TakeTutor in connection with the Services, shall constitute the entire agreement between you and TakeTutor concerning the Services. If any part of these Terms is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

29. CONTACTS

For additional information and in case you have any questions about these Terms, please contact support@TakeTutor.com.