Terms & Conditions

By logging into your Tutorbloc account you agree to be bound by this document.

Introduction

These Terms and Conditions ("Terms") form a legally binding agreement between you and Tutorbloc Ltd ("Tutorbloc", "we", "us" or "our"). They govern your access and use of our platform, including our website (tutorbloc.com), mobile application (the "App") and related services (collectively, the "Services") within the United Kingdom.

By accessing or using the Services, you agree to comply with and be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you must not use the Services.

Description of Services

Tutorbloc provides a suite of tools that help subject matter experts ("Educators") start, manage and grow a one-to-one teaching business. The platform allows Educators to offer lessons and enables learners ("Clients") to pay for lessons. We help Educators easily launch a website, accept bookings, share files, get paid, host virtual lessons, track progress and more. Educators set their schedule, teach what they love and charge what they want. We do not help them find Clients. Instead, we focus on powering their business so they can focus on teaching.

Tutorbloc is not a party to any agreement between Educators and Clients and does not guarantee the accuracy, quality or outcomes of any educational services provided. Educators are solely responsible for compliance with applicable education standards, advertising guidelines and consumer protection laws within the United Kingdom, including timely delivery of services and the accuracy of their listings.

Eligibility & Registration

You must be at least 18 years old and legally capable of entering into contracts to use the Services. When registering for an account, you agree to provide accurate, current and complete information. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must notify us immediately of any unauthorised use.

Some aspects of the Services are accessible via mobile devices. Your mobile network provider may charge for data, messaging or other usage. You are solely responsible for these costs. By providing your mobile number, you consent to receive service-related texts or messages.

Subscriptions & Payments

Tutorbloc offers a single subscription plan at a rate of £20 per month. This fee provides full access to all platform features available to Educators. Subscription fees are billed in advance and are non-refundable, except where required by UK consumer law. Your subscription will renew automatically each month unless cancelled prior to the renewal date. We reserve the right to retain payment and deny refund requests where the account was created in error, by someone under the age of 18 or via the unauthorised use of another individual's payment method. It is your responsibility to ensure eligibility criteria are met.

Payments are processed by Stripe (<u>stripe.com</u>), but Tutorbloc remains the merchant of record and is responsible for billing and customer service. By subscribing, you authorise Stripe to charge your selected payment method on a recurring basis and agree to comply with Stripe's <u>Services Agreement</u> and <u>Privacy Policy</u>. You must ensure that payment information is accurate and up to date. Failed or declined payments may result in the suspension of your access to the Services. You are responsible for any applicable taxes, including VAT, unless otherwise stated.

Educators agree that we deduct a 5% transaction fee from payouts. Clients agree that we add a 5% service fee for bookings. Stripe is responsible for receiving payments from Clients and making payouts to Educators. We have no responsibility for Stripe's acts or omissions. Educators are self-employed and do not act as our employees. Educators are responsible for making appropriate PAYE deductions for Tax and NI contributions.

Acceptable Use

You agree to use the Services lawfully and in accordance with these Terms. You must not (a) violate any applicable laws or regulations; (b) post content that is harmful, defamatory, obscene, misleading or infringing; (c) distribute spam, phishing schemes or unauthorised marketing; (d) introduce malware, viruses or harmful code; (e) use scraping tools or automation without permission; (f) misrepresent your identity or affiliation. We reserve the right to remove content and suspend or terminate accounts that violate these Terms.

Educators warrant that they have all rights, licences, consents and permissions necessary to offer lessons and accept payouts via the Services. Educators must comply with UK laws including the Consumer Rights Act 2015, advertising standards and refund obligations. Evidence of permissions must be provided on request.

IP & Data Protection

Tutorbloc and its licensors retain all Intellectual Property (IP) rights in the Services, including software, design, branding and platform features. You retain ownership of any content you upload but grant Tutorbloc a global, royalty-free licence to use, host, reproduce and display such content as needed to operate and promote the Services. You must not copy, alter or distribute any part of the Services without our express written permission.

We process personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. See our <u>Privacy Policy</u> for full details. You must not use the Services to unlawfully collect, store or misuse personal data belonging to other users.

Third-Party Services

The Services may link to or integrate with third-party websites or platforms, including payment providers and social media. We do not control or endorse these third-party services and are not responsible for their content, terms or availability. You use third-party services at your own risk and are subject to their respective terms and policies.

Liability & Disclaimer

The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to (a) availability, reliability or security of the Services; (b) accuracy or completeness of content; (c) correction of bugs, errors or service interruptions.

If you notice any errors within the Services, please notify us promptly and we shall investigate the error. To the extent permitted by law, this is your only remedy in respect of any error. Any content within the Services, including your account, is for information only. It has not been prepared for any particular individual and should not be interpreted as legal or tax advice that you can rely on.

If you are a Client, we shall only be liable to you for any direct damages that you can evidence were caused by our demonstrable failure to comply with these Terms. If you are an Educator, then you agree that we shall not be liable to you for (a) loss of profits; (b) business interruption; (c) loss or corruption of data; (d) any kind of special, indirect, consequential loss or pure economic loss whether or not you advise us of the possibility of these losses.

Nothing in these Terms shall be construed as excluding or limiting our liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by UK law. In addition, nothing in these Terms affects your statutory rights under UK law.

Apple App Store

We both acknowledge that these Terms are concluded between you and us only and not with Apple and therefore, we, not Apple, are solely responsible for the App and the content thereof. The licence granted to you for the App is limited to a non-transferable licence to use the App on an iPhone, iPad or iPod touch that you own or control and as permitted by the Usage Rules set forth in the <u>App Store Terms and</u> Conditions.

We, not Apple, are solely responsible for providing any maintenance and support services with respect to the App, as specified in the Terms. We both acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We are solely responsible for any product warranties, whether expressed or implied by law, to the extent not effectively disclaimed in these Terms. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price

(if any) for the App to you. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

We both acknowledge that we, not Apple, are responsible for addressing any claims by you or any third-party relating to the App or your use or possession of the App, including, but not limited to (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; (c) claims arising under consumer protection or similar legislation. We both acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third-party's IP rights, we, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such IP infringement claim.

Termination

We may suspend or terminate your access to the Services at our sole discretion if you breach these Terms or for legal or operational reasons. You will not be entitled to any refund as a result of termination. Your right to use the Services ends immediately upon termination. Any associated data may be deleted.

General

These Terms constitute the entire agreement between you and Tutorbloc. If any part is found to be invalid or unenforceable, the remaining provisions shall continue in full force. You may not transfer your rights or obligations under these Terms without our written consent. Tutorbloc may transfer its obligations without notice.

We reserve the right to update these Terms from time to time at our discretion. If we do so and the changes substantially affect your rights or obligations, we shall notify you if we have your email address. Otherwise, you are responsible for regularly reviewing these Terms so that you are aware of any changes. Continued use of the Services after updates constitutes acceptance.

These Terms shall be governed by and construed in accordance with the laws of England and Wales. You agree that any disputes arising from or related to the Services shall be subject to the exclusive jurisdiction of the courts of England and Wales. Tutorbloc shall not be liable for any failure or delay in performance due to

causes beyond our reasonable control, including but not limited to acts of God, natural disasters, internet outages, cyberattacks, strikes, government actions or regulations or other unforeseen events.

Contact

If you have any questions, please email hello@tutorbloc.com.

Thank you for using Tutorbloc.

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