

TERMS AND CONDITIONS

Welcome to ONLIVETUTORS LTD!

ONLIVETUTORS LTD is owned and operated by ONLIVETUTORS LTD (UK registered company).

These are the terms and conditions for:

<https://www.onlivetutors.co.uk>

By accessing the ONLIVETUTORS LTD website and using the services, you agree to be bound by these terms and conditions and our Privacy Policy. If you do not accept all of these Terms, then you may not use our website and services. In these Terms, "we", "us", "our" and "ONLIVETUTORS LTD" refers to ONLIVETUTORS LTD and "you" and "your" refers to you, the user of our website and services.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR SERVICES.

1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of the Website and the Services. By using the ONLIVETUTORS LTD website and services, you agree to be bound by this agreement. If you do not agree to the terms of this Agreement, you must leave the ONLIVETUTORS LTD website immediately and not use the Services. We may modify this agreement from time to time, and such modification shall be effective upon posting on the website. You agree to be bound by any modifications to this agreement when you use the website and the services after such modification is posted; therefore, it is important that you review this agreement regularly.

You represent and warrant that your use of the services does not violate any applicable law or regulation. ONLIVETUTORS LTD may, in its sole discretion, refuse to offer the services to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the services is revoked in such jurisdictions.

2. ELIGIBILITY

You may use the website and services only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website and services for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our website and services. It is the responsibility of parents and legal guardians to determine whether any of the content and/or services are appropriate for their child.

By using the services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder.

You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

3. ONLIVETUTORS LTD

ONLIVETUTORS LTD is owned and operated by ONLIVETUTORS LTD.

We are a non-profit organization. We provide one-on-one tutoring services to students from all socio-economic backgrounds, through highly qualified tutors.

HOW IT WORKS

A. Check out our elite science graduate tutors

View each tutors' qualifications and a short description about themselves.

B. Book Now

When you find a tutor, you like. **Book Now**. Select any available time slot with our tutors. Book sessions one by one or book multiple slots, 2 weeks in advance - pay as you go.

C. The Tuition Lesson

Sessions may be completed using any of the following methods:

- **Sound Chat**
Zoom Video Communications allows you and the tutor to speak to each other on live.
- **Whiteboard Screen Sharing**
Microsoft Whiteboard allows our tutors to write, type and draw artistic diagrams to deliver you top quality lessons.
- **Shared Documents**
Google Drive allows you to upload written work so our tutors can mark and give feedback.

D. Top exam results

Our students have again proven that with extra private tuition they can do really well.

For more information about ONLIVETUTORS LTD services, please contact us through our contact form or contact information, our support team will be attentive and available to answer your questions and concerns.

4. SERVICES

When you schedule a service, you agree to purchase the service for the price announced and indicated on the website at the time of purchase. Please check correctly the features, prices,

availability of services (date and time of service) before scheduling a session and making payment.

To schedule and consult our available tutors, click on the following link:

<https://www.onlivetutors.co.uk/book-online>

When a user schedules a service, ONLIVETUTORS LTD will send an email to confirm the scheduling of the service. This email confirmation will be produced automatically so that the user has confirmation of the details of his order and session. ONLIVETUTORS LTD may cancel any appointment and not provide the services if it is reasonable to do so and may change or discontinue the availability of services at any time at its sole discretion. If an appointment is cancelled, any payments made for the scheduling of the session will be refunded in full. This does not affect your statutory rights.

5. PAYMENTS

All payments to ONLIVETUTORS LTD are handled securely. Payments for services are made through "PayPal" and "Wix Payments" (payment platforms available at ONLIVETUTORS LTD).

Payments will be debited from your credit card, debit card or PayPal account, immediately on you placing the order for the service you have purchased. Upon processing a transaction, we will issue you with an electronic transaction receipt which will be sent to the email address you provide.

Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the services. ONLIVETUTORS LTD reserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the services.

ONLIVETUTORS LTD reserves the right to determine the prices of the services. ONLIVETUTORS LTD may change the rates for any service, including additional fees or charges. ONLIVETUTORS LTD, in its sole discretion, may make promotional offers with different features and different pricing to any of ONLIVETUTORS LTD's clients.

6. DISCLAIMER

The information contained in the website and the resources available through the services are for educational and informational purposes only.

By using the website and using the services, you accept personal responsibility for the results of your actions. You agree to assume full responsibility for any damage or harm you suffer as a result of your use or non-use of the information available on the website and through the

services. You agree to use your judgment and conduct due diligence before taking any action or implementing any plan or advice suggested or recommended on the website and services.

You agree that ONLIVETUTORS LTD has not made any guarantees about the results of taking any action, whether or not it is recommended in the web site and the services. ONLIVETUTORS LTD provides educational and informational resources only. However, you acknowledge that your ultimate success or failure will be the result of your own efforts, your particular situation, and other circumstances that are beyond ONLIVETUTORS LTD control.

The content available on the web site and through the services may include technical, typographical, or photographic errors. ONLIVETUTORS LTD does not warrant that the content available on the web site and through the services is accurate, complete, or current. ONLIVETUTORS LTD may make changes to the content available on the web site and through the services at any time without notice. However, ONLIVETUTORS LTD makes no commitment to update the content available on the web site and through the services.

7. ACCOUNT

If you register on ONLIVETUTORS LTD, you will be required to choose a password and username, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ONLIVETUTORS LTD of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another user's account without prior authorization from ONLIVETUTORS LTD. ONLIVETUTORS LTD will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing ONLIVETUTORS LTD with your email address, you consent to our use of such email address to send you notices regarding the service, including those required by law, in lieu of ordinary mail. We may also use your email address to send you other messages, such as changes to service features and special offers. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or via the "unsubscribe" option in the emails. Opting out may prevent you from receiving emails about updates, upgrades or offers.

8. ACCOUNT DELETION AND TERMINATION

The users may terminate their accounts any time, for any reason, by following the instructions on ONLIVETUTORS LTD. That termination will only result in the deletion of the account and the deletion of all the personal data granted to ONLIVETUTORS LTD.

ONLIVETUTORS LTD reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if ONLIVETUTORS LTD believes that you have breached any of these terms, furnished ONLIVETUTORS LTD with false or misleading information, or interfered with use of the website or the service by others.

9. THIRD-PARTY MATERIALS.

“Third-Party Materials” means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses, and may only be used as permitted by such terms and licenses.

10. INFORMATION CONFIDENTIALITY

ONLIVETUTORS LTD agrees that information disclosed by clients in connection with the provision of services shall be considered "confidential information". Clients' confidential Information shall be treated solely for the purpose of fulfilling the contracted services and shall not be shared or disclosed under any circumstances. ONLIVETUTORS LTD agrees to keep clients' confidential Information confidential and, except as otherwise provided in this agreement, not to disclose such information to third parties without the prior written consent of clients. ONLIVETUTORS LTD shall take reasonable precautions to prevent any unauthorized disclosure, publication, dissemination or use of clients' confidential Information.

11. COPYRIGHT

All content included on this website, such as text, graphics, logos, button icons, images, video, audio clips, data compilation, and software, is the property of ONLIVETUTORS LTD, its merchants, or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of ONLIVETUTORS LTD and protected by international copyright laws. All software used on this website is the property of ONLIVETUTORS LTD or its software suppliers and protected by international copyright laws.

You have no authorization to copy, transmit, distribute, display, republish, post, or upload from our website in any way without our prior written approval, or stated otherwise on our site. Any alterations or use of content outside the guidelines of this Terms and Conditions violates intellectual property rights. By accessing our website, you do not own any rights or titles to our content or other intellectual properties.

12. COPYRIGHT COMPLAINTS

ONLIVETUTORS LTD respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the ONLIVETUTORS LTD website infringe upon your copyright or other intellectual property right, please send the following information to:

- i. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- ii. A statement specifically identifying the location of the infringing material, with enough detail that ONLIVETUTORS LTD may find it on the ONLIVETUTORS LTD Site. Please note: it is not sufficient to merely provide a top-level URL.
- iii. Your name, address, telephone number and e-mail address.
- iv. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- v. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- vi. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

13. PROHIBITED ACTIVITIES

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to ONLIVETUTORS LTD or licensed to the ONLIVETUTORS LTD by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. Additionally, you agree not to:

- i. Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission;
- ii. Violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- iii. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- iv. Deep-link to any portion of the Services for any purpose without our express written permission;

- v. "Frame", "mirror" or otherwise incorporate any part of the services into any other websites or service without our prior written authorization;
- vi. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by ONLIVETUTORS LTD in connection with the services;
- vii. Circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- viii. Download any Content unless it's expressly made available for download by ONLIVETUTORS LTD.

14. USER CONTENT

Certain features of the services may allow customers to share content, which may consist of photos, videos, text and any other content that the customer provides through the services. You retain any copyright you may have in the user content you share through the services. ONLIVETUTORS LTD is not responsible for the accuracy, security or legality of user content shared through the services. By providing user content to or through the Service, you grant ONLIVETUTORS LTD a worldwide, non-exclusive, royalty-free, fully paid right and license to host, store, transfer, display, perform, reproduce, modify and display your content in accordance with these terms and the Privacy Policy.

15. DISCLAIMER OF WARRANTIES

ONLIVETUTORS LTD will provide its services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.

Because of the nature of the Internet ONLIVETUTORS LTD provides and maintains the website on an "as is", "as available" basis and makes no promise that use of The Website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use The Website in breach of these terms you will be liable to and will reimburse ONLIVETUTORS LTD for any loss or damage caused as a result.

ONLIVETUTORS LTD will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, ONLIVETUTORS LTD excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to ONLIVETUTORS LTD and ONLIVETUTORS LTD shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on ONLIVETUTORS LTD;
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of The Website or any product or service purchased through the website;
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control;
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong;
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from The Website, or from transmissions via emails or attachments received from ONLIVETUTORS LTD.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

16. ONLIVETUTORS LTD AND THIRD PARTIES

Through your use of the ONLIVETUTORS LTD services you may encounter links to third party sites or be able to interact with third party websites. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where ONLIVETUTORS LTD provides details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that ONLIVETUTORS LTD is in no way responsible or liable for any such third-party websites.

17. SECURITY COMPONENTS

You understand that ONLIVETUTORS LTD and software embodied within ONLIVETUTORS LTD may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by ONLIVETUTORS LTD and/or content providers who provide content to ONLIVETUTORS LTD platform. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into ONLIVETUTORS LTD.

18. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by ONLIVETUTORS LTD for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

19. INDEMNIFICATION

You agree to defend and indemnify ONLIVETUTORS LTD from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the ONLIVETUTORS LTD services.

20. CHANGES AND TERMINATION

We may change the website, services and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the services constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning

21. PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the services and the use of the platform, will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

22. ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ONLIVETUTORS LTD without restriction.

23. INTEGRATION CLAUSE

This agreement together with the Privacy Policy and any other legal notices published by ONLIVETUTORS LTD, shall constitute the entire agreement between you and ONLIVETUTORS LTD concerning and governs your use of the platform and website.

24. DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the ONLIVETUTORS LTD services, will be settled by binding arbitration between you and ONLIVETUTORS LTD, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction.

25. HEADINGS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

26. FINAL PROVISIONS

These Terms are governed by the UK law. Use of our website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our services or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

27. CONTACT US

If you have questions or concerns about these terms, please contact us through our contact form or through the contact information:

Phone: +44 7376 940845

onlivetutors@gmail.com