

## **Terms and Conditions and Privacy Policy**

### **1. INTELLECTUAL PROPERTY ON THIS WEBSITE**

#### **1.1 COPYRIGHT AND USE LICENSE**

1.1.1 This website and all of its contents are the sole property of Goat Tutors LLC ("**Company**"). They are protected by copyright and other laws.

1.1.2 These terms and conditions apply to everyone who uses this website and may be changed with or without prior notice to the users. As a user of the website, you agree to keep yourself abreast with the changes in these terms and conditions, on a regular basis. Additionally, you are not allowed to modify, copy, duplicate, print, archive, distribute, transmit, display, perform, reproduce, publish, license, sub-license, create derivative works from, transfer, assign or sell any information, material, software, products, or services from this website without obtaining the prior written consent of the Company. However, you may view and print the content of this website for strictly private, personal, and non-commercial use. By accessing this website, you acknowledge and agree to abide by and comply with these terms and conditions without any alterations.

1.1.3 By using this website, you promise to the Company that you will not engage in any unlawful, immoral, or prohibited activities. You also agree not to engage in any activities that could harm or prejudice the Company. If you disagree with these terms and conditions or do not wish to accept them without any changes, please refrain from using this website. Apart from this agreement and any other specific agreement between you and the Company regarding its services, using this website does not create any additional obligations or agreements between you and the Company, and any attempt to establish such an agreement will not be effective.

#### **1.2 TRADE MARKS**

1.2.1 Any trade marks, trade names, service marks and logos (collectively, the "**Trademarks**") used and displayed on this website as of date, are the registered or unregistered trademarks of, and the sole and exclusive intellectual property of the Company and are protected under applicable law. Nothing on this website or in these terms and conditions of use should be construed or interpreted as granting or creating, by implication or otherwise, any license to use or duplicate any Trademark without the prior written consent of the Company, or the applicable owner.

1.2.2 The name "Goat Tutors" and its corresponding logos including but not limited to:



or other formatives or derivatives thereof may not be used in any way, including in advertising or publicity pertaining to the distribution of materials on this website without the prior written consent of the Company. The use of the “Goat Tutors” logo as part of a link to or from any site is prohibited unless the establishment of such a link is approved in advance by the Company in writing.

### **1.3 SOCIAL MEDIA**

- 1.3.1 The Company utilizes social media as an extension of its online presence. Please note that social media account(s) are public and not hosted on the Company’s servers. If you choose to engage with the Company through social media, we advise you to review the terms of service and privacy policies of the respective third-party service providers and any applications you use to access them.
- 1.3.2 Personal information that you provide to the Company via social media accounts is collected in accordance with our privacy policy and relevant laws. This information is collected to capture interactions such as questions, answers, comments, "likes," and re-tweets between you and the Company. It may be used to respond to inquiries or for statistical, evaluation, and reporting purposes.
- 1.3.3 Please be aware that any comments posted on social media that violate applicable laws will be deleted and disclosed to law enforcement authorities. Additionally, any comments that breach our rules/code of conduct will also be removed, solely as per the discretion of the Company.

- 1.3.4 Additionally, the Company retains its rights to initiate any formal dispute resolution mechanisms against users violating the terms of this policy or applicable laws.

## **1.4 COOKIES AND ELECTRONIC DATA**

- 1.4.1 To enhance the service provided, this website may utilize "cookies." Cookies are small text files that are transferred from a web server to a user's browser and can be read by the server for record-keeping purposes. It is essential to understand that the information stored in cookies is not intended for personal identification, and it does not contain any "personal" data.
- 1.4.2 Please be aware that if your browser is configured to reject or deny cookies, or if you have installed certain third-party programs that interfere with or prevent cookies (like firewalls, anti-virus, or anti-spyware programs), you may choose to reject cookies. However, this could result in limited access to the website, and the website's intended functionality may be affected or become inaccessible to you if the Company's cookies are rejected.
- 1.4.3 When you visit this website, the Company may collect specific data for general statistical purposes. Please note that this data is gathered through server web logs and is limited to non-personal information only, such as the dates and times of visits, the IP addresses of visitors, and details about their computer's operating system and browser version. Additionally, please note that this data is used for operating purposes or system performance analysis, usage patterns, peak usage, and general trends only and it is not employed to individually identify the users of the website.

## **1.5 LINKS TO THIRD PARTY WEBSITES**

- 1.5.1 Notwithstanding any links of third party websites embedded on this website, the Company does not control any third party websites, is not responsible for the content or conformity with applicable laws of third party websites.
- 1.5.2 The Company's inclusion of links to third part websites does not indicate any endorsement or approval of the content, materials, products, or services found on those third party websites. Similarly, unless expressly stated otherwise, such inclusion does not imply: (i) any sponsorship, affiliation, partnership, or association between the Company and the owner or operator of the third party website; or (ii) any authorization for the Company to use any copyright, trademark, logo, trade name, or other legally protected material that may appear on the third party websites.

## **1.6 DISCLAIMER**

- 1.6.1 THIS WEBSITE OPERATES ON AN "AS IS," "WHERE IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. THE COMPANY DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE,

QUIET ENJOYMENT, QUALITY OF INFORMATION, SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY OF BACKED-UP DATA, AND PERFORMANCE OF THE WEBSITE. THE COMPANY DOES NOT GUARANTEE THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTIONS OR ERRORS, OR THAT DEFECTS WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL. FURTHERMORE, THE COMPANY DOES NOT WARRANT THE SECURITY OR EFFECTIVENESS OF ENCRYPTION ALGORITHMS, ASSOCIATED KEYS, AND OTHER SECURITY MEASURES.

- 1.6.2 YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT CONTROL THE INTERNET AND IS NOT RESPONSIBLE FOR UNDESIRABLE DATA, VIRUSES, WORMS, TROJAN HORSES, UNAUTHORIZED USERS (E.G., HACKERS), OR ANY DAMAGE THEY MAY CAUSE TO YOUR DATA, WEBSITES, COMPUTERS, OR NETWORKS. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR DATA AND SYSTEMS. ANY ADVICE OR INFORMATION OBTAINED FROM THE COMPANY OR THROUGH THE WEBSITE AND IT DOES NOT CREATE ANY WARRANTY BEYOND WHAT IS EXPRESSLY STATED IN THESE TERMS.
- 1.6.3 YOU AGREE TO EXERCISE REASONABLE PRECAUTIONS IN ALL YOUR COMMUNICATIONS AND INTERACTIONS WITH TUTORS, OTHER USERS, AND ANY OTHER PERSONS RELATED TO YOUR USE OF THE SITE OR SERVICES, AS THE COMPANY DOES NOT GUARANTEE THE CODE OF CONDUCT OF THE TUTORS.

## **2. TERMS OF USE FOR TUTORS**

- 2.1 As a tutor, you must register with us and subject to various background checks, your registration is subject to our approval.
- 2.2 During your association with us, you must provide us updated and accurate personal information. You must also update your account if your personal information changes.
- 2.3 We can indefinitely or temporarily, as per our discretion, suspend or terminate your account if the information you give us is false, outdated, or incomplete information or if you violate any terms and conditions, terms of conduct or policies that we have in place.
- 2.4 You agree and accept to use our service strictly for undertaking your tutoring obligations as per our code of conduct. You also agree and accept that you are eligible to enter into this Agreement, because you are 18 years or older.
- 2.5 You allow us to verify your identity, location, accreditations and business affiliations from time to time.

- 2.6 You will keep your login details confidential and you will not share them with any third person. Alternatively, you will not use anyone else's username and password to undertake tutoring lessons on their behalf.
- 2.7 You will at all times, adhere to our code of conduct, as a tutor and ensure that in physical meet ups as well the code of conduct is complied with. We can indefinitely or temporarily, as per our discretion, suspend or terminate your account if the information you give us is false, outdated, or incomplete information or if you violate any terms and conditions, terms of conduct or policies that we have in place. Upon non-adherence to our code of conduct, we can indefinitely or temporarily, as per our discretion, suspend or terminate your account if the information you give us is false, outdated, or incomplete information or if you violate any terms and conditions, terms of conduct or policies that we have in place.
- 2.8 You agree and accept the terms of this privacy policy by registering as a tutor on our platform.

### **3. TERMS OF USE FOR TUTEES**

- 3.1 The tutee or their parent/guardian is advised to exercise their independent discretion based on the requisite skill set, location etc. of the tutor.
- 3.2 Prior to booking a tutoring session, the Company may require the tutee to provide information about themselves, their tuition requirements, and the terms of engagement. The tutee agrees to supply this information and consents to its sharing with potential tutors.
- 3.3 Tutees are prohibited from sharing personal details or engaging in personal conversations with tutors.
- 3.4 Tutees must not request the tutors to complete coursework, tests, examinations, essays, or any other assignments on their behalf. This amounts to impersonation and the Company reserves the right to undertake legal action against the tutee.
- 3.5 Tutees should not approach any tutor registered by the Company as a tutor, at a personal level. If such usage is discovered, the Company reserves the right to undertake legal action against the tutee.
- 3.6 All tutors who are minors shall use the services of the Company under the direct supervision of a guardian/parent. Failure to follow this rule will not hold the Company liable for any consequences.
- 3.7 Tutees should only post comments that are fair, credible and not abusive or defamatory.
- 3.8 Company is not responsible for any grades received by a tutee.

#### **4. REFUNDS**

- 4.1 The Company does not undertake any personal obligation in connection with the quality of tutoring services. Only if the tutor is unable to provide the tutoring lesson after booking a tutoring slot, the tutee is entitled to a refund of the tutorial fees (excluding a commission of 20% (Twenty Percent) charged by the Company).
- 4.2 However, if the tutor is unable to meet standards or quality required by the tutee, the tutee is not entitled to a refund of the tutorial fees.
- 4.3 Please note that all complaints by tutees in connection with the code of conduct of the tutor are taken very seriously. However, tutee reserves the right to undertake all independent legal action against the tutor for any violation of a code of conduct.

#### **5. CANCELLATION**

##### **5.1 Cancellation by tutor:**

5.1.1 *Cancellation by tutor within a window of 24 (Twenty Four) hours from the prebooked tutoring session:*

5.1.1.1 If the tutor cancels the prebooked tutoring session within a window of 24 (Twenty-Four) hours from the prebooked tutoring session, then:

- a. no payment will be credited to the account of the tutor who cancels the prebooked tutoring session;
- b. credits, if any that have been credited from the account of the tutee will be reversed/refunded and the student will have the option to choose; and
- c. tutee will have the option to choose an alternative tutor from amongst the available tutors.

5.1.2 *Cancellation by tutor beyond a window of 24 (Twenty Four) hours from the prebooked tutoring session:*

5.1.2.1 If the tutor cancels the prebooked tutoring session beyond a window of 24 (Twenty-Four) hours from the prebooked tutoring session, then:

- a. no payment will be credited to the account of the tutor who cancels the prebooked tutoring session;

- b. credits, if any that have been credited from the account of the tutee will be reversed/refunded and the student will have the option to choose; and
- c. tutee will have the option to choose an alternative tutor from amongst the available tutors.

5.1.3 *Cancellation due to the tutor not showing up for the prebooked tutoring session:*

- 5.1.3.1 If the tutor does not show up for the prebooked tutoring session without a rationale then:
- a. credit the tutees account with 30 minutes of free credit;
  - b. no payment will be debited from the account of the tutee; and
  - c. the Company will inquire from the tutor on the rationale of the absence and personally reach out to the tutee and the tutor to reschedule the prebooked tutoring session.

5.1.4 *Technical difficulties due to tutor connection that results in loss of tutoring time*

- 5.1.4.1 If the tutor does not show up for the prebooked tutoring session due to technical difficulties faced either by the tutor or the tutees, as the case may be, the concerned party will need to inform the Company of the cancellation of the prebooked session due to technical difficulties.

**5.2 Cancellation by Tutee:**

5.2.1 *Cancellation by tutee within a window of 24 (Twenty Four) hours from the prebooked tutoring session:*

- 5.2.1.1 If the tutee cancels the prebooked tutoring session within a window of 24 (Twenty-Four) hours from the prebooked tutoring session, then:
- a. no payment will be credited to the account of the tutee who cancels the prebooked tutoring session; and
  - b. tutor availability will be restored for the cancelled time slot.

5.2.2 *Cancellation due to the tutee not showing up for the prebooked tutoring session:*

5.2.1.2 If the tutee does not show up for the prebooked tutoring session then:

a. no payment will be credited to the account of the tutee who does not show up for the prebooked tutoring session without informing the Company prior to a 24 (Twenty-Four) hour notice; and

b. tutor availability will be restored for the cancelled time slot.

5.2.3 *Cancellation on the part of one student not showing up for a group prebooked tutoring session:*

5.2.3.1 If one tutee in a group session does not show up for the group prebooked tutoring session, then:

a. tutee who does not show up for the prebooked group session will be charged for the prebooked group session at a discounted rate; and

b. other tutees and tutors will get the discounted rate of the prebooked tutoring session.

**6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

6.1 The Company shall not be liable for any loss, expense, damage, delay, costs, or compensation, whether direct, indirect, or consequential, related to seeking a tutor, introducing or engaging any tutor for the tutee, etc.

6.2 The final decision to employ a tutor rests with the tutee, and the Company cannot warrant the suitability, honesty, or capability of any tutor, nor the accuracy of information provided about the tutor. The tutee is responsible for verifying all such information and references.

6.3 Under no circumstances shall the Company's total liability to the tutee, whether in respect of goods or services, exceed the fee payable by the tutee.

6.4 The Company assumes no liability or responsibility for errors or omissions on the Website, losses from its use, or any harm to the user's reputation resulting from permitted information disclosure.

6.5 The Company is not responsible for providing tutor sessions by tutors.



- 6.6 In no event shall the Company, its shareholders, directors, officers, employees, or agents be liable to the user for any special, incidental, indirect, or consequential damages related to the website, regardless of the theory of liability.
- 6.7 The Company does not seek to exclude liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation. However, if any portion of this section is deemed unenforceable, liability will be limited to the extent permitted by applicable law.
- 6.8 The Company specifically disclaims liability for any loss, harm, distress, or damage resulting from inaccurate information appearing on the website.
- 6.9 The Company does not guarantee that a tutor will be available to meet the tutee's needs.

**7. REGULATORY COMPLIANCES AND DATA PROTECTION**

We provide educational services to users located globally and accordingly, we comply with data protection requirements of various jurisdictions.

<b>7.1</b>	<b>COMPLIANCE WITH CALIFORNIA CONSUMER PRIVACY ACT FOR CALIFORNIA CITIZENS</b>	A California resident has the right to: <ul style="list-style-type: none"><li>a. request access to their personal information;</li><li>b. request deletion of their personal information;</li><li>c. request correction of their personal information;</li><li>d. request opt-out of any “sales” and sharing of their personal information and</li><li>e. not be discriminated against for exercising any of these rights.</li></ul> You may exercise any of these rights by sending an email explaining your desired request(s) by contacting us directly or through an authorized agent.
<b>7.2</b>	<b>COMPLIANCE WITH GDPR FOR EU CITIZENS</b>	We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your data.  By you using our services, we have the right to: <ul style="list-style-type: none"><li>a. access, update or to delete the information that we have about you; and</li></ul>

		<p>b. the right of rectification of any inaccurate or incomplete information.</p> <p>You have the right to:</p> <p>a. Restrict us from processing your personal information.</p> <p>b. The right to data portability, meaning you have the right to receive a copy of your personal data in a structured, machine-readable, and commonly used format.</p> <p>c. The right to withdraw consent at any time when we rely on your consent to process your personal information.</p> <p>Upon receiving any of the above requests, we will update our databases to comply fully with GDPR, or other applicable law and confirm the changes to you.</p>
<p><b>7.3</b></p>	<p><b>INFORMATION PERTAINING TO MINORS</b></p>	<p>a. We do not sell or transfer any personal information including personal information of minors.</p> <p>b. We collect information of guardians/ parents wherever minors are involved and only use the information provided by minors for internal services in our organization.</p>

**8. MISCELLANEOUS PROVISIONS**

- 8.1 If any provision or any part of this policy is found to be unenforceable or invalid, that provision will be severed, limited or eliminated to the minimum extent necessary so that the remaining policy is in full force and effect and is legally enforceable.
- 8.2 This policy is not assignable, transferable or sublicensable to a third party.
- 8.3 This policy along with any other agreements executed between the parties is the complete and exclusive arrangement between the parties.
- 8.4 No agency, partnership, joint venture, or employment is created as a result of this policy.
- 8.5 If you have any questions or concerns or grievances regarding this policy, you can contact us at [admin@goattutors.com](mailto:admin@goattutors.com)