

Terms and Conditions of Service

I. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

THIS IS AN AGREEMENT BETWEEN YOU ("USER" OR "YOU") AND TUTORS4KID ("Tutors4Kid"). BY COMPLETING THE REGISTRATION AND APPLICATION PROCESS, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. The Online Service ("Service") is provided to you ("User") under the following Tutors4Kid terms ("Terms"). The Terms comprise the entire agreement between User and Tutors4Kid and supersede all prior agreements between the parties regarding the subject matter contained herein.

II. DESCRIPTION OF SERVICE Tutors are responsible for helping students to understand different subjects while reviewing materials used in classes, explaining various topics, and answering all the doubts and questions of the student regarding a particular topic or situation. Tutors at Tutors4Kid are experienced in providing tutoring services to students with a wide range of pre-academic and academic needs. As there different learning styles, each tutor has a different method in teaching materials to students. Tutors are trained to address the individual learning needs of each student.

III. GENERAL CONDITIONS OF USE If User does not comply with the Agreement at any time, Tutors4Kid reserves the right to terminate, limit, or otherwise alter User's access to the Service. We may discontinue or alter any aspect of the Website or the Service, including, but not limited to, (i) restricting the time the Website or the Service is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating User's right to use the Service, at Tutor4Kid's sole discretion and without prior notice or liability.

IV. MODIFICATIONS TO SERVICE Tutors4Kid (an affiliate of LaJaJa Kids) reserves the right to modify or discontinue the Service with or without notice to the User. Tutors4Kid shall not be liable to User or any third party should Tutors4Kid exercise its right to modify or discontinue the Service.

V. NO RESALE OR COMMERCIAL USE OF THE SERVICE User's right to use the Service is personal to User. User agrees not to resell or make any commercial use of the Service, without the prior express written consent of Tutors4Kid.

VII. BOOKING POLICY User must request for services through online bookings. Private bookings will not be processed. Due to the high demand, User is only allowed to book two sessions per week. Bookings must be made at least 24 hours before the scheduled for the consideration of the tutors.

VIII. CANCELLATION POLICY If User needs to cancel an appointment, an account must be made in the system. User can either reschedule a different tutor or cancel the class. User must email both the Service and the tutor with a reasonable justification in order to process the cancellation request. User must cancel the session by themselves and not ask for tutors to cancel for them. Cancellations must be made more than 24 hours in advance for the convenience and consideration of the tutors. In certain circumstances, exceptions will be accepted. A "no-show" is when User misses an appointment without cancelling or when they are more than ten (10) minutes tardy. If User is unable to promptly show up to the scheduled session, it is quintessential that a notice is sent both to the Service and the tutor, whether through email or any other form of communication already established. Due to the high demand for sessions, User will be removed from the program after two unexcused absences without appropriate justification.

IX. DISCRIMINATION Under the laws enforced by EEOC, it is illegal to discriminate against User or the tutors because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age, disability or genetic information. It is also illegal to retaliate against User or the tutors because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

X. INDEMNIFICATION User agrees to indemnify and hold Tutors4Kid, contractors, suppliers and its and their employees (tutors), harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, the violation of these Terms by User, or the infringement by User, or other user of the Service using User's computer, of any intellectual property or other right of any person or entity.

XI. PROHIBITED ACTIVITIES User shall not perform any illegal or immoral activities (including without limitation defaming, abusing, harassing, stalking, threatening, or otherwise violating the legal rights-- such as rights of privacy of others) or any of the following types of activities, without limitation:

disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene, or otherwise objectionable material

transmitting information that violates any applicable federal, state, or local laws, rules or regulations, including any governmental agency guidelines, policies or procedures, or that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party

impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity

interfering with or disrupting the Website or the Service

collecting or storing personal data about other users

harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information of other users.

XII. ACCOUNT TERMINATION AND SUSPENSION User's account and requested services will be suspended if User fails to display their understanding of the terms and conditions. Tutors4Kid reserves the right to suspend and/or terminate any user with or without notice at any time in its sole discretion, for any reason or no reason. User agrees that, if you are suspended and/or terminated, you will make no further use of the Site after termination or during suspension. Violation of terms and conditions will instantly result into termination of services for User.

The termination; as stated above, may include, but not limited to the following reasons;

Abuse of services

Soliciting others to participate in unlawful acts, violating international, federal, provincial, or state regulations

Violation of confidentiality agreement

Violation of conduct terms; abuse, threat or harassment

Attempt of influencing the selection of tutors

Committing any dishonest activity

User having negative feedback/report from tutor(s)

Any of the prohibited activities listed

XIII. BEHAVIOR AND CONDUCT Internal communication among User and tutors may not contain anything which may be taken as abuse, harassment and threat. Any such behavior will instantly result in termination of User and for tutors; forfeiting the entirety of the service as a penalty. The tutors and students can only have an internal email correspondence if the system permits to interact; and the service has created a linkage between them. The tutors cannot directly access the student to influence their decision of services. If a tutor could not satisfy User in the session, he/she will lose access to User and will not be allowed to contact him/her to create any inconvenience. Any attempt of pressure or influence will be taken as violation of terms and conditions. User will be given two strikes with warnings before being removed from the Service permanently. General rules for behavior include but are not limited to the following;

Be respectful and courteous. No profanity or any form of disrespect will be tolerated.

Students are expected to communicate effectively with their tutor about their needs. Each session is limited to 45 minutes.

Please be punctual to all sessions. The tutor's schedules are in priority. Tutors have worked hard to set aside time for their sessions. Students will be marked as a no-show if they are ten (10) minutes tardy.

Please refrain from requesting personal information from tutors or discussing personal matters. Detailed inquiries should be made to our main email.

Communication is quintessential between parents, tutees, and tutors. Respond to tutors as soon as possible when they reach out. It is at the tutor's discretion whether he or she deems the parent or tutee is unresponsive. If so, the tutor has the right to cancel the session.

The goal of this program is to encourage students to be able to think independently, learn the process for problem solving, grow in knowledge, and build confidence. Please keep this in mind-- the tutor's role is to guide and assist, not to complete homework or tasks for you.

XIV. VIOLATION REPORT Violation of the terms and conditions may be reported through any sources; which may include but not limited to the reports by internal members, such as reports by the tutors after providing services to User(s), or vice versa. Third party reports may also be accepted for further investigation. Tutors4Kid reserves the rights to take action after internal investigation; proof of such violations may lead to termination of the membership. Parental conferences will be made on such occasions and Tutors4Kid will take legal action if serious.