

# Free Online Tutoring

## Terms of Service

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### Introduction

This website <https://freetutoringonline.weebly.com/> (“the Site”) is operated by Free Online Tutoring. By accessing or using the Site you agree to be legally bound by these terms and conditions (the “Terms”), which shall take effect immediately on your first use of the Site. Please read them carefully as they contain important information about your rights and obligations. If you do not wish to be bound by the Terms then please do not use the Site.

We may change the Terms from time to time, so you must check them regularly. Your continued use of the Site will be deemed acceptance of the updated or amended Terms. If you do not agree to the changes, then do not use the Site.

### 1. Definitions

“Student” means a person using the Site for the purpose of participating in a Lesson with a Tutor;

“Tutor” means a person using the Site for the purpose of offering tutoring services;

“User” means any person using the Site for the purpose of offering or participating in a Lesson and tutoring services;

“Lesson” means a one-to-one lesson between Tutor and Tutee conducted via the online classroom facility available on our Site;

“Online Classroom” means a text, whiteboard and file upload facility.

In these Terms words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships.

### 2. Nature of Site

The Site provides a contact form and Online Classroom where Students can seek assistance with schoolwork, homework or preparation for exams. The Site holds the details of Tutors who might be able to assist via a Lesson. It is solely the Student’s responsibility to evaluate which Tutor is suitable. Once a Tutor is selected by the Student, a free Lesson will take place by way of the Online Classroom available on the Site.

We do not act as agents for the Tutors. We merely provide a facility whereby Students can find Tutors and hold Lessons.

### 3. Tutors’ Warranties

Each of the Tutors hereby warrants to us and to all Students that they:

3.1 are at least eighteen years of age and have the necessary qualification or experience to provide tutoring in the subject(s) they offer in their profile on the Site;

3.2 have provided to us accurate and up to date information about themselves;

3.3 are personally responsible for the information posted by them on the Site and shall indemnify us against all and any liability incurred as a result of any false, inaccurate, incomplete or misleading information provided about themselves;

3.4 will not provide to Students any identifying information including, but not limited to, phone number, email address, postal address or web-site address;

3.5 will not request from any Student any information that could allow the Student to be personally identified including, but not limited to, phone number, email address, home address, postal address, web-site address or details of any organisation, school or body of which they are a member;

3.6 will not use any material that is offensive or defamatory and will not infringe any US laws (including laws relating to copyright);

3.7 are wholly responsible for the appropriateness and the content of any video or other material that they provide as part of a Lesson; and

3.8 will participate fully and professionally in all applicable Lessons and will not behave in a manner that is disruptive, offensive, abusive, unlawful, harassing, defamatory, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable in any respect

#### **4. Students' Warranties**

Each of the Students hereby warrants to us and to all Tutors that they:

4.1 will not provide any Tutor with any information that could allow them to be personally identified including, but not limited to, phone number, email address, home address, postal address, web-site address or details of any organisation, school or body of which they are a member;

4.2 are responsible for assessing the suitability of a Tutor based on their profile;

4.3 will behave in a way so as not to be disruptive, offensive, abusive, unlawful, harassing, defamatory, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable in any respect; and

4.4 are not less than eighteen years of age and if under eighteen years of age, that they are participating with the involvement and permission of a parent or guardian.

#### **5. Procedure**

5.1 After a Student agrees to the Terms of Service and Academic Honesty Code, the Student can then select a Tutor and commence a Lesson by way of the Online

Classroom available via our Site. Once the Lesson is complete it is ended by either the Tutor or the Student.

5.2 There is no minimum number of Lessons required and as Services are free, a Student may opt out of our Site's Services at any time without advance notice, and Tutors may request by email to have their profile taken off the Site and to be removed from Lesson scheduling.

## **6. Modifications to and availability of the Site**

6.1 We reserve the absolute right to alter, suspend or discontinue any aspect of the Site or the services provided through it, including access to it. Unless explicitly stated, any new features on the Site, including but not limited to the release of new services, shall be subject to the Terms.

6.2 We aim to make the Site available at all times but cannot guarantee that the Site will operate continuously or without interruptions nor that it will be error free. Users must not attempt to interfere with the proper working of the Site and, in particular, users must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, Site, router or any other internet connected device.

6.3 We cannot guarantee the continued availability of any Tutor and accept no responsibility or liability for the withdrawal, removal or unavailability of the same.

## **7. Registering and Online Classroom Rules**

7.1 In order to participate in Lessons, Users will be required to register with us. Any personal information supplied to us as part of this registration process and/or any other interaction with us will be collected, stored and used in accordance with our privacy policy.

7.2 Users must register with a valid personal email address that they access regularly so that notification and moderation emails can be sent to them. If a user registers with someone else's email address, or with temporary email addresses then their registration may be terminated without notice. We may require Users to re-validate their registration if we believe they have been using an invalid email address. We reserve the right to termination a registration if any User is believed to be using an invalid email address.

7.3 Users agree to use the Site and Online Classroom in accordance with the following rules ("the Rules"):

7.3.1 Self setup: Users must configure their own computer in order for video, collaborative whiteboard and file sharing facilities to operate. Free Online Tutoring does not provide support facilities to resolve issues such as firewalls and system / virus scanning permissions.

7.3.2 No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.

7.3.3 No unlawful or objectionable conduct: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.

7.3.4 No spamming or off-topic material: discussions should be relevant to the topic in hand and must not include unsolicited promotional material.

7.3.5 No advertising or promoting: we do not allow advertising, promotions nor the posting of other web site addresses.

7.3.6 No impersonation.

7.3.7 No inappropriate (e.g. vulgar, offensive etc) user names.

7.4 Users may not use the Site and Online Classroom to submit or share any defamatory or illegal material of any nature. This includes text, graphics, video, programs or audio. Submitting or sharing material with the intention of committing or promoting an illegal act is strictly prohibited. Users agree to submit to or share only contributions which are their own original work. Users must not violate, plagiarise, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

7.5 If a User fails to abide by the Rules (and any variations thereto) they will be sent an email which informs them why they have breached the Rules. This email will also include a warning that continuing to break the Rules may result in action being taken against them. This action may include the temporary or permanent suspension of their ability to participate in any Lesson. If we consider such breach of the Rules to be serious and/or repeated, we may use whatever information that is available to us about the User to stop any further such breaches. This may include informing relevant third parties such as the police, your employer, school or email provider about the infringement. We reserve the right to take action against any User or any account, at any time, for any reason. We reserve the right to termination a registration if a User disrupts any of our services in any way.

7.6 If a User becomes aware of any behavior by any other User which is in breach of the Rules, please bring this to our attention.

## **8. Disclaimers and Limitation of Liability**

8.1 The views expressed by Users are theirs and unless specifically stated are not shared by us. We are not responsible for any information provided by Users via the Site.

8.2 We are not responsible for the availability or content of any third party sites that are accessible through the Site. Any links to third party websites from the Site do not amount to any endorsement of that site by us and any use of that site by a User is at their own risk.

8.3 The Site and all materials and information thereon, (including the information, names, images, pictures, logos and icons regarding or relating to us, our products and services (or to third party products and services)), is provided "AS IS" and on an "AS AVAILABLE" basis. To the fullest extent permitted by law, we exclude all representations, warranties and endorsements (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. We do not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content provided by us is correct at the time of publication no responsibility is accepted by us for any errors, omissions or inaccurate content on the website.

8.4 We accept no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services or other material available on or through this Site.