

By signing the "Code of Conduct" when signing up, you agree to have read the following:

By signing up to and agreeing to have a tutoring session from AdEducate, you agree to:

- help to establish and maintain a positive and supportive online learning environment;
- treat all other students and tutors and their opinions with respect, cultural sensitivity and politeness;
- be responsive and participate to the best of their ability;
- complete all tasks and assignments on your own, unless it is a collaborative group task;
- complete all self study tasks required of them on time;
- stick to topics related to the course during Virtual Classes and in discussion forums as their participation and conduct in discussion forums is monitored and assessed by AdEducate;
- be on time for all Virtual Classes and let AdEducate know if they cannot attend a class for any reason by emailing adeducate@outlook.com
- always communicate only in English;
- be supportive and constructive when offering feedback to other students in collaborative group tasks;
- turn off or keep their mobile phone on silent during a Virtual Class so as to not distract yourself or in group tutoring sessions, the rest of the group;
- dress appropriately (as they would if they were going to an event at their school);
- attend all Virtual Classes from a suitable and appropriate location, such as a shared family room or classroom (not in a loud public location such as a coffee shop or on a train);
- share any concern that they have about another student with their tutor and let their tutor know immediately if they feel unsafe in a Virtual Class;
- share any concern that they have about their tutor with AdEducate by following the relevant procedure, by informing a parent and/or guardian and sending an email to adeducate@outlook.com with information;
- let AdEducate contact their parent, guardian or carer if they have concerns about their welfare or safety.

By signing up and agreeing to a tutoring session from AdEducate, students agree not to:

- share their username and password with students who are not signed up to AdEducate;
- share sensitive personal information including any form of contact details with other course members and their tutor;
- use racist, sexist, homophobic, abusive terms, swear words or language that may cause offence in the Virtual Classroom or the Course Site;
- attempt to contact their tutor(s) except through the Course Site and the Virtual Classroom;
- contact other members of their class outside of the Course Site or the Virtual Classroom whilst the Virtual Class is ongoing;
- attempt to contact other course members except through Virtual Classroom or the Course Site;
- post or upload anything off-topic, offensive, abusive or illegal to the Course Site or the Virtual Classroom; and
- post or upload inappropriate messages, content, unauthorised advertising, promotional material or spam to the discussion forums, Course Site or the Virtual Classroom.

AdEducate Tutoring Protocol

1. Zoom call begins and the tutor establishes contact with parent/guardian
2. Upon contact and confirmation that suitable conditions have been met to allow the tutoring session to begin, the 30 minute session starts
3. The parent/guardian must always be in the same room as the student
4. The tutor ends the session by speaking with the parent/guardian
5. Zoom call ends

Adam and Ed have both signed the following 'Tutor Terms'

If you want to offer Tutoring Services on AdEducate, you must read and agree to be bound by these Terms and Conditions for Tutors ("Tutor Terms") which are part of and incorporated into the AdEducate Terms of Service and Payment Terms of Service ("Terms"). These Tutor Terms will apply to any Account that is approved to be a Tutor on the Site. If you do not accept these Tutor Terms in full, you are not authorized to teach on the Site and you are not eligible to receive any benefits from AdEducate for any Tutoring Services you provide.

Tutor Registration and Service Listing

Approval for Tutoring Services

Tutors must be at least 18 years old, and have appropriate and valid qualifications and/or experience, in accordance with the subject or field they promote to teach

Tutors at AdEducate acknowledge that they are responsible for their own actions, on and off the Website. Tutors also accept full responsibility for all Income Tax and other liabilities payable in relation to any fees generated through the AdEducate Website.

Providing Tutoring Services

Guidelines for providing your Tutoring Services

Once you have received a Tutoring Services request, you agree to the following guidelines:

- Use the AdEducate platform to manage Student requests.
- Tutors who come in contact with Students under the age of 18 must ensure that the Student has consent or is presented by a parent or legal guardian to receive teaching lessons
- Respond promptly, within one business day, to all lesson-related communication, whether from the Student or from AdEducate.
- Maintain a record of all communication between you and the Student. Communication methods can include outside emails, instant messages, telephone or in-person conversations. Important details include information on the scope, deliverables, time frames, price, feedback, revisions, schedule changes, vacation, availability, delays, acceptance of deliverables, and completion of lessons.
- Inform the Student of your availability and response time.
- Inform the Student if you will be unavailable for more than one business day.

Guidelines if you will be unable to provide your Tutoring Service

- Immediately inform the Student offering an explanation and proposing a revised date.
- Immediately alert AdEducate so that AdEducate is aware of the situation and can offer assistance to the Student.

Student Complaints and Refunds

Any Student who is dissatisfied with your Tutoring Service is required to contact you directly through the Site regarding any issues or complaints. You should try to resolve any issue or complaint directly with the Student first.

If the issue or complaint cannot be resolved, between the Tutor and the Student, AdEducate will use all records of communication as evidence to decide on how to adjudicate the dispute.

AdEducate shall have the right, in our sole discretion:

- To offer a refund, or reverse a transaction.
- To designate who shall bear the expenses resulting from any such actions.

Additional Guidelines for Tutoring Services

- Agree to maintain the privacy of AdEducate Students. This includes not soliciting any personally identifiable information (such as birth date, age, government issued number, phone number, or home address).
- Agree to maintain the privacy of your personal details. This includes personal financial information regarding your payments.
- Agree to maintain personal records for payments.
- Agree to cooperate with AdEducate in anti-fraud actions, and in Dispute Resolution.
- Agree to indemnify AdEducate from all claim and liabilities costs and expenses (actual or consequential) of every kind and nature known and unknown, suspected and unsuspected disclosed

and undisclosed arising out of any use by the Tutor or information provided by the Tutor of the AdEducate Website.

- Report any conduct violations, including misuse of ratings and feedback.
- Agree that use of the Website is entirely at the Tutor's own risk. Tutors acknowledge that they take full responsibility of any risk or loss resulting from the use of, viewing, access to, and relying on the content or information on the Website. AdEducate urges all Tutors to be careful when using the Website and entering into any agreements to provide teaching lessons.
- Not use Prohibited Content, or content that violates copyright.
- Not complete any coursework, essays, test/exam papers or other assignments on behalf Students.

You are expected to perform in a manner that results in a consistently high level of Student satisfaction. You are in breach of these Tutor Terms if you:

- Fail to deliver any Tutoring Service for which payment was accepted.
- Fail to take reasonable efforts to resolve a dispute with a Student.
- Create unacceptable levels of Student dissatisfaction.
- Violate the Terms of Service, Privacy Policy or other policies.

AdEducate reserves the following rights to take any of the following actions at any time and at our sole discretion:

- Cancel your listed Tutoring Service
- Limit your Account privileges
- Suspend or terminate your Account
- Adjust your payment balance and withhold all payments
- Contact law enforcement or seek legal remedies

Financial Terms for Tutors

Tutors must have a PayPal account to receive payment for Tutoring Services.

Accepting Tutor Service Requests

Tutors will receive requests for Tutor Services via AdEducate's Site tool. By accepting a lesson request, you agree to provide your Tutoring Services to the Student at the agreed date and time. You can choose to decline the request.

Disputes with Students

In the event there is a disagreement with a student, there are two phases to resolving the dispute.

Phase 1: Member Resolution - The Student and Tutor should discuss and reach agreement on what services should be provided. Any new terms that are agreed by the Student and Tutor should be submitted to AdEducate, for a written record.

Phase 2: AdEducate Dispute Judgment - If the Student and Tutor cannot agree, then the dispute will be handled by AdEducate. AdEducate will review any evidence and submitted materials pertaining to the Dispute and make a final ruling.

AdEducate Service Fees

AdEducate collects the full fee amount when a Tutoring Service ("lesson") is purchased by the Student. Fees due to AdEducate are deducted upon transfer of the fee funds to the AdEducate Payment Account.

Circumvention of Service Fees

Tutors agree not to engage in any action or activity meant to circumvent the service fees. Prohibited practices include (but are not limited to) the following:

- Suggesting, soliciting, or accepting payment by other means outside the AdEducate Website
- Failing to report accurate or final service prices on the Site, or a service price different than that agreed between Student and Teacher.

License Grants

License Grant for Tutor Content to Students

You hereby agree that any user who purchases your Tutoring Services will be granted a right to use the Content in your Tutoring Services solely for personal and non-commercial educational purposes. You acknowledge that all the Content you submit to the Site is subject to the representations, warranties, license grants and other provisions contained in the Terms.

License Grant for Tutor Content to AdEducate

You acknowledge that AdEducate may use your Content and information about your Tutoring Services in marketing, advertising and promotion of our Site or Application in any medium. You also give AdEducate permission to use your username as part of marketing, advertising or promotion.

License Grant for Tutor Logos

We encourage you to highlight your Tutoring Services by using your trademarks, service marks or brands ("Logos") on our Site. You give us permission to display your Logos and to make modifications to the appearance of the Logos as may be reasonably necessary. You represent that you own all rights to your Logo. You retain ownership and all rights to any Logo that you submit. Logos may not contain any Prohibited Content. We reserve the right to remove your Logos from the Site at any time in our sole discretion.

Limitation of Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of the payment services remains with you. If you permit or authorize another person to use your AdEducate account in any way, you are responsible for the actions taken by that person. Neither AdEducate nor any other party involved in providing payment services will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these terms, from the use of or inability to use the payment services, from any communications, interactions or meetings with other persons with whom you communicate or interact as a result of your use of the payment services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not AdEducate payments has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

Except for our obligations to pay amounts to applicable pursuant to these terms or an approved payment request, in no event will AdEducate's aggregate liability arising out of or in connection with these terms and your use of the payment services including, but not limited to, from the use of or inability to use payment services, exceed the paid by AdEducate to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred GBPs (£100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between AdEducate and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

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