

TERMS AND CONDITIONS OF USE

Last updated: 21 May 2024

1. Introduction and Legal Terms

By accessing or using our website, <https://www.tutorwiz.africa/> or any related platform or application (collectively, “**the Platform**”), or any of our services, you agree that you have read, understood, and agree to be bound to the terms and conditions contained herein (“**Terms**”). All rights in and to the content of the Platform always remain expressly reserved by TutorWiz.

These Terms explain the conditions applicable to how you will use the Platform. Please read these Terms carefully before using the Platform. We will assume you have read and understood these Terms if you continue to access or make use of our Platform.

Please pay specific attention to the **BOLD paragraphs** of these Terms. These paragraphs limit our risk or liability, constitute an assumption of risk or liability by you, impose an obligation on you to indemnify us or is an acknowledgement of any fact by you.

The terms "user", "you" and "your" are used interchangeably in these Terms and accordingly refer to anyone using the Platform for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to TutorWiz or our possession.

2. Our Services

What Our Platform Offers

TutorWiz is an online and in person tutoring service. We seek to develop students with critical thinking skills well-equipped to navigate our ever changing world.

Our lessons are offered either online using Google Meets or similar platform or in person at your home. All our tutoring lessons are personalised to your child's needs whilst focusing on those subject's that require extra attention such as English, Mathematics (including mathematics literacy) and Physical Sciences.

Our in-person lessons are performed by tutors who are well trained to provide their services and are screened by us to ensure they offer you and your child the best service possible. We offer both group and one-on-one sessions for in person lessons.

Tutors will provide feedback on the lessons to provide guidance on your child's progress and understanding.

(collectively, “**the Services**”)

Service Disclaimer

We offer tutoring services only and therefore cannot guarantee the success or pass rate achievable by your child or ward. We cannot be held responsible for the results or outcome obtained by your child or ward following tutoring lessons.

Please ensure you or an adult is present with your minor child or ward during all tutoring lessons. Our tutors are not responsible for your minor child or ward and cannot be held responsible for chaperoning minors or monitoring a house and/or household effects whilst tutoring.

3. Registering a Profile with the Platform

Creating an Account: To sign up to the Services, we require you, as the parent, to create an account with us. We ask you to provide us with all the requested information in the on-boarding process.

Minor Use: Any minor under 18 years of age, must have the consent of their parents or legal guardians to your use of the Platform and will be responsible for all their actions taken on the Platform and with the Services.

Accurate Information: When signing up you agree to provide true, accurate, current, and complete information and to update this information as and when it changes. To protect your

privacy and security, we take reasonable steps to verify your identity by requiring your password together with your email address to grant you access to your account and information. Please update your information yourself through your profile or contact us to view or change your personal information provided.

One Account: You may use only your registered account to participate in our Services. Under no circumstances may you attempt to establish multiple accounts using multiple computers, names and identity information, or any program that masks your identity or generates a fake identity. We reserve the right to withhold, deny or cancel any Services and/or terminate your account if we, in our sole discretion, deem your account as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Terms or any other applicable law or regulation.

Warranty: By sharing your personal information with us, you warrant that the person using the Platform is you or you have the authority to act on behalf of a juristic entity. You are responsible for the information you provide, and all the actions taken on the Platform. Please see our Privacy Policy for more details on how we use and processes personal information.

Unlawful Access: Please let us know if you have reason to believe that your profile is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your username, password, or any payment card information) to avoid possible liability for any unauthorized charges to your account.

4. **Payment Terms**

Subscription: The Platform has various monthly packages available to use the Services which may change from time to time. Packages are billed according to the number of lessons in the package. All packages must be used within 4 (four) months from the date of purchase.

Billing: The package is billed upfront on the day you first subscribe and does not renew automatically. You can cancel your subscription at any time if you wish to end your subscription.

Fees: Our subscription fee is available on the Platform and is subject to change at any time in our reasonable discretion. You will be given 30 days prior notice where there is a change in the subscription fee charged.

Invoices: You will receive an invoice for any payments made which are also available in your account.

Limitation: Your right to use our Platform is subject to any limits we or your credit card issuer may establish. If payment cannot be charged to your payment card or a charge is returned for any reason, including chargeback, we reserve the right to either suspend or terminate your account and access to the Platform.

Secure Payments: We are committed to providing secure online payment facilities. All transactions are processed using an authorised payment service provider.

Refunds: Unless otherwise required by applicable laws, **TutorWiz does not refund any fee which has been paid for any package.** This also means that we will not return any fee already paid where you terminate your use of the Platform before the paid subscription period has lapsed entirely or where your account has been terminated for violating these Terms.

5. **Responsibilities and Warranties**

Lesson Etiquette: When undertaking a lesson, students and/or parents agree that they will:

- provide all necessary information to the tutor and assist them in identifying the areas which the student needs specific tutoring and guidance with;
- attend all scheduled tutoring sessions and where unable to, cancel the lesson no less than one hour before its scheduled time;
- ensure they have all materials necessary for the session including textbooks, workbooks or assignments,
- participate actively with the tutor during the tutoring session;

- only use language that is appropriate and not offensive or discriminatory and treat the Tutor fairly and with respect.
- ensure that all their communications with a tutor are professional and appropriate and does not amount to any form of harassment or discrimination;
- ensure that a parent or guardian is present during a lesson or that the student is comfortable continuing any lesson without the parent being present.

Platform Warranties: by using the Platform and/or the Services, you warrant that -

- you have read and agreed to these Terms and will use the Platform and Services in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process about you, is true, accurate and complete in every aspect;
- you are above the age of 18 (eighteen) years old and have the legal capacity to understand, agree with and be bound with these Terms. Where you are under the age of 18 you have the consent of your parent or guardian to use the Platform/Services who understands that they will be responsible for all your actions on the Platform and any associated expenses;
- you lawfully possess and submit all information to TutorWiz for the use of the Platform and the Services and hereby indemnify TutorWiz against any third-party claims that may arise due to the processing of the information shared by you with TutorWiz;
- you will not post, upload, replicate or transmit any abusive content on the Platform or communicate with a tutor in a manner, that is or could reasonably be considered to be threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any other user in any way from properly using the Platform or Services;
- you will not share any confidential information on the Platform or during lessons including banking or other personal information not made publicly available;
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Platform including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Platform or the underlying software code;
- you will not infringe the intellectual property or other rights of any third party or the Platform or transmit content that you do not own or do not have the right to publish or distribute;
- you will not use the Platform for any commercial purpose other than as expressly provided for by TutorWiz herein;
- you will not use the Platform to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating money laundering or financial crimes; and/or
- you will not facilitate or assist any third party to do any of the above,

failing which, such action will automatically and immediately be deemed to be a material breach of these Terms, allowing TutorWiz to manifest all of our rights in the case of breach, including but not limited to denying you access to the Platform/Services, reporting your actions to an applicable authority or instituting legal proceedings against you.

Connected Devices: The Platform is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any connectivity necessary to use the Platform. We do not guarantee that the Platform, or any portion thereof, will function on any particular hardware or device.

Access to Platform in Breach: Without prejudice to any of our other rights (whether at law or otherwise), we reserve the right to deny you access to the Platform/Services where we believe (in our reasonable discretion) that you are in breach of any of these Terms.

6. Messages and Advertising

Data Messages between You and TutorWiz

Data messages, including email messages, you send to us will be considered as received only when we acknowledge or respond to these messages.

Data messages we send to you will be regarded as received when the data message enters your email sever inbox and is capable of being retrieved and processed by you.

We reserve the right not to respond to any email or other data message that contains obscene, threatening, defamatory or otherwise illegal, unlawful, or inappropriate content, and to take appropriate action against the sender of such email or data message if necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost, or corrupted. We are therefore not responsible for the accuracy or safety of any message sent by email or over the internet.

Hyperlinks, Deep Links, Framing

The Platform may include links to other websites ("**other sites**"). We do not own or endorse these other sites and are not responsible for the information, material, products, or services contained on or accessible through these other sites. Any hyperlinks do not imply any endorsement, agreement on or support of the content or products of these other sites.

We do not own the content on any other site which may be shown on the Platform. Should the owner of any content showcased on the Platform want the content to be removed, please contact us to request the removal of such content.

Your access and use of the other sites remain solely at your own risk and on the terms set by the operator of any other site.

7. Intellectual Property

Platform IP: All website layout, website content, material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, user interface design and layout, trade names, logos, trademarks, designs, copyright and/or service marks, together with the underlying software code, ("**the intellectual property**") are owned (or co-owned or licenced, as the case may be) by TutorWiz, our founders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

User submitted IP: All rights to any intellectual property you provide to us will remain with you, but for which you have provided us with a non-exclusive, non-transferable licence to use such intellectual property to provide you with our Services including the use of our Platform.

No Modification of IP: Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Platform are expressly reserved. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell, or transfer any intellectual property, editorial content, graphics or other material or the underlying software code whether in whole or in part, without our written consent first being granted, which consent may be refused at our discretion. No modification of any intellectual property or graphics is permitted. Should you breach these provisions, we and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

Updates: We reserve the right to make improvements or changes to the intellectual property, information, videos, graphics, and other materials on the Platform/Services, or to suspend or terminate the Platform, at any time without notice; provided that any transactions or functions already concluded, will not be affected by such suspension or termination (as the case may be).

Third Party IP: Where any intellectual property has been licensed to us or belongs to any third party all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions.

User License: Subject to adherence to the Terms, TutorWiz grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information on any machine which you are the primary user. However, nothing contained on the Platform or in these Terms should be construed as granting any licence or right to use any intellectual property without our prior written permission.

8. **Indemnities and Disclaimers**

Disclaimers

The Platform and Services, including intellectual property appearing therein, are provided "as is" and "as available". We make no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness, or suitability of either the Platform or the Services.

All content, information, and/or opinions of users made available on the Platform in relation to any of the Services are those of the authors and not TutorWiz. While we make every reasonable effort to present such information accurately and reliably on the Platform we do not endorse, approve, or certify such information, nor guarantee the accuracy or completeness of such information on the Platform.

TutorWiz, its founders, employees, contractors, and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential, or arising from information made available on (or by means of) the Platform and/or transactions or actions resulting therefrom or from the Services offered.

TutorWiz, its founders, employees, contractors, partners, and affiliates, accept no liability whatsoever for any costs, expenses, fines, or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Services, and access to, or use of, the Platform in any manner.

We take reasonable security measures to ensure the safety and integrity of the Platform and to exclude viruses, unlawful monitoring and/or access from the Platform offline. However, we do not warrant or represent that your access to the Platform will be uninterrupted or error-free or that any information, data, content, software, or other material accessible through the Platform will be free of bugs, viruses, worms, trojan horses or other harmful components. Your access to and use of the Platform remains solely at your own risk, and you should take your own precautions accordingly.

Indemnities

You indemnify and hold harmless TutorWiz, its founders, contractors, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party, and arising out of or in connection with your use of the Platform and/or Services offered or transactions concluded through the Platform in any way.

You agree to indemnify, defend, and hold TutorWiz, its founders, contractors, employees, and partners harmless from any direct or indirect liability, loss, claim and expense (including reasonable legal fees) related to your use of the Platform/Services or the breach of these Terms.

This clause will survive termination of these Terms.

9. **Dispute Resolution**

Negotiation: Should any dispute, disagreement or claim arise between you and TutorWiz concerning the use of the Platform or the Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Mediation: Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent third party who shall mediate the discussions between them to find a mutually beneficial solution.

Arbitration: If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa (“**AFSA**”), with an arbitrator selected by TutorWiz.

Jurisdiction: Notwithstanding the above, both parties' consent to the jurisdiction of an appropriate South African court. Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

No publication: The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

10. **Termination of Use**

IN ADDITION TO OUR OTHER RIGHTS HEREIN, WE RESERVE THE RIGHT TO RESTRICT AND/OR TERMINATE YOUR USE OF OUR PLATFORM/SERVICES IF YOU BREACH ANY OF THESE TERMS, OR FOR ANY OTHER REASON IN OUR SOLE DISCRETION PROVIDED THAT WE GIVE REASONABLE NOTICE TO YOU.

If you wish to terminate your agreement with us and these Terms, you may do so by ending your subscription and/or use of our Platform. Such termination will however not have any effect on the continued and comprehensive functioning or legitimacy of any lawful rights which we may have at the time of said termination.

In the event of termination of your agreement with these Terms we will remove you from the Platform and delete your profile.

11. **Notices and Service Address**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

- in the case of TutorWiz, at info@tutorwiz.africa; or
- in the case of the user, at the e-mail, cellphone number, and/or address provided when registering with us.

Each of the parties will be entitled from time to time, by written notice to the other to vary its service address to any other address which is not a post office box or poste restante, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

12. **Company Information**

- **Site owner:** Natasha Demetriou
- **Legal status:** Partnership
- **Platform address:** <https://www.tutorwiz.africa/>
- **Email address:** info@tutorwiz.africa
- **Telephone number:** 0673068853
- **Postal address:** 1 Wairoa Way Wairoa 7550

13. General

Relationship Between the Parties: The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.

Force Majeure: If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned

Change Without Notice: The Platform and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the Platform. Your continued access or use of the Platform constitutes your acceptance to be bound by these Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Entire Agreement: This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless published on the Platform.

No Indulgence: No indulgence, leniency or extension of time granted by TutorWiz shall constitute a waiver of any of TutorWiz' rights under these Terms and, accordingly, TutorWiz shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.

Importation of Words: Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

Headings as Reference: The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Governing Law: Your access and/or use of the Platform and/or the Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Failure to Pay: In the event of a client failing to pay any amount timeously or breaching these Terms, the client shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by TutorWiz in relation to the payment failure or breach.

Severability: Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

Prohibited Provision: No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions above.