

Terms and Conditions

Definition of terms

For purposes of this Agreement, the terms "Tuta-me," "we," "us," and "our" refer to Tuta-me. "You" refers to you, as a visitor or user of the Site or the Services. All users who register with Tuta-me are "Registered Users". Visitors who access and browse the Site without registering are "Site Visitors". We collect both "Personal Information" and "Non Personal Information" about our users. In this policy, Personal Information is information that can be used to contact or identify you, such as your full name and email address, and information that is linked to such information. "Non Personal Information" is information that cannot be used to contact or identify you and is not linked to information that can be used to contact or identify you and includes passively collected information about your activities on our Site, such as usage data, to the extent that information is not linked to your Personal Information. For purposes of these Terms, the "Site" shall mean www.Tuta-me.com and any other Tuta-me branded websites, web pages, mobile applications and mobile websites operated by Tuta-me, Inc. ("Tuta-me" or "we") in South Africa, and the "Services" shall mean any of the various services that Tuta-me provides through the Site or any other channels, including over the telephone, in-person or via electronic communication. The terms "Site" and "Services" also include Tuta-me's mobile application and the services offered through that application as well as certain sites and services offered through any Tuta-me subsidiaries, to the extent explicitly described herein. In addition, these Terms do not apply to third party entities that may use the Tuta-me Site or Services. Such entities' use of the Tuta-me Site and Services are subject to separate terms that they agreed when they registered with Tuta-me. The following rules pertain to "Content", defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through Tuta-me's Services, or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, "post").

About Our Services

Tuta-me offers various Services to help its users find, locate and coordinate quality tutors and student/pupils. The Services we offer include, among others: We enable student/pupils seeking tutoring services (such as help with homework, exams, college-level courses and standardized test prep) to identify and connect with smart university-level tutors seeking to be hired for tutoring sessions, and we enable smart university-level tutors who provide tutoring services to post profiles on the Site and pick up tutoring sessions based on subject matter and flexibility of schedule. We provide search functionality on the Site to allow student/pupils to narrow the pool of tutors they are interested in meeting with based on their needs and preferences, and

we provide a communications and logistics management platform that allows student/pupils/pupils and tutors to communicate, plan and schedule a tutoring session. We offer a service that facilitates the payment by student/pupils to tutors via credit card. We provide tools and information to help student/pupils and tutors make more informed decisions, including, but not limited to, obtaining background check reports on individual tutors who consent to the running and sharing of those reports. We offer a mobile application, Tuta-me, that allows student/pupils and tutors to stay connected on an as-needed basis. Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

Terms of Service

Tuta-me may provide tutoring, test/exam preparation, homework assistance, academic advice, and consulting services to student/pupils/pupils with respect to matters related to academic tutoring, test preparation, and/or any other type of educational consulting services. Tuta-me will provide the specific services purchased by student/pupil (collectively, the "Services"). Tutors and student/pupils shall have discretion in selecting the dates and times for performing the Services giving due regard to the student/pupil's needs. If a student/pupil requires more Services at any time, neither Tuta-me nor any tutor is obligated to undertake such work. Payment is due prior to the commencement of any tutoring session as agreed upon by Tuta-me and the student/pupil upon signing up for Services. Fees are subject to change. All communications between Tuta-me and student/pupil are strictly confidential. Any advice given to student/pupil by a tutor is solely the opinion of the tutor and in no way reflects any opinion, stance or position of Tuta-me. Tuta-me's provision of the Services to/for the student/pupil is limited to the exact Services purchased. Tuta-me shall owe student/pupil no duty of ongoing Services in this or other matters. Tuta-me's duties to student/pupil under these terms will end when the tutoring session has ended, any retainer time has been used up and/or Services completed according to an agreed duration and/or frequency. Either Tuta-me or the student/pupil can terminate the provision of Services at any time for any reason by giving written or verbal notice to the (other party/Tutor). Upon termination, student/pupil agrees and acknowledges that no portion of any fee that student/pupil has paid to Tuta-me shall be refunded, unless otherwise agreed to by Tuta-me. See the Cancellation policy for further information. Cancellation of a tutoring session must be made within a reasonable timeframe. Regardless, a student/pupil may still be charged in full for the tutoring session. Student/pupil agrees that he/she will cooperate with Tuta-me in its delivery of the Services. Student/pupil further agrees to immediately notify Tuta-me if there is any issue with a tutor or if anything occurs that could impact the delivery of the Services. As a student/pupil you accept the following: I acknowledge there is no guarantee, implied or otherwise, that the Services provided by Tuta-me will improve my chances for academic success, admission to university, law school,0

graduate school, business school, professional school or any other degree awarding institution(South Africanize this), nor will they improve my grade point average, increase my academic ranking/standing, raise any test score (standardized or otherwise), or improve my personal or academic record in any way. Further Agreements: By purchasing Tuta-me's Services, student/pupil agrees to the following:

- Student/pupil releases Tuta-me, and discharges Tuta-me from all claims, demands, or actions by student/pupil, on the basis of the discussions and interpretations of Tuta-me. Consideration for this release and disclaimer of liability on behalf of Tuta-me shall be the Services rendered by Tuta-me.
- Each tutoring session requires full payment. Fees paid to Tuta-me are non-refundable. No partial refunds will be issued.
- Tuta-me reserves the right to terminate a relationship with a student/pupil for any reason and at the sole discretion of Tuta-me. If a refund is issued, this amount will be determined at the sole discretion of Tuta-me at the time of termination.
- Parents of the student/pupil may participate in tutoring sessions with the express permission of the student/pupil and tutor.
- By purchasing Tuta-me Services, I agree with the aforementioned under any applicable law or regulation

Terms of Use

These Terms of Use (the "Terms" or "Agreement") set forth the terms and conditions under which individuals residing in the South Africa may use the Tuta-me Site and/or the Tuta-me Services (described below). Please read these Terms and any applicable Additional Terms before using the Site or the Services. By using the Site or the Services, you hereby represent, warrant, understand, agree to and accept these Terms and any applicable Additional Terms in their entirety whether or not you register as a user of the Site or Services ("Registered Users"). These Terms include the Tuta-me Privacy Policy, which is incorporated herein. If you object to anything in these Terms, the Privacy Policy or any applicable Additional Terms, do not use the Site or the Services. These Terms, including the Privacy Policy, are subject to change by Tuta-me at any time. We will notify you about significant changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. Significant changes will go into effect no less than 30 days after we notify you. Additional Terms are also subject to change by Tuta-me at any time and take effect immediately upon publishing. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. By transmitting and submitting any Content while using our Service, you agree, represent and warrant the terms of use.

Eligibility to Use the Site and Services; Representations and Warranties

To be eligible to use our Services, you must meet the following criteria: • The Site and the Services are currently available only to individuals who are legally in the

jurisdiction of South Africa. • If you are registering to be a tutor, you must be permitted to legally work within South Africa. • Neither you nor any member of your household may have ever been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity. • You must not be a competitor of Tuta-me or using our Services for reasons that are in competition with Tuta-me.

Representations and Warranties

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. In addition, you represent and warrant that you and each member of your household (i) have never been the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, and (ii) are not nor have ever been registered, and are not currently required to register, as a sex offender with any government entity.

Description of Services; Limitations; User Responsibilities

Limitations of our Services

We offer a variety of Services to help our users find, locate and coordinate quality tutoring services. However, we do not employ any tutors. Further, we do not have control over the quality, timing, or legality of the services actually delivered by tutors, nor of the integrity, responsibility or actions of student/pupils. We do not refer or recommend either students/pupils or tutors nor do we make any representations about the suitability, reliability, timeliness, and accuracy of the services provided by tutors or the integrity, responsibility or actions of student/pupils/pupils whether in public, private or offline interactions. Any student/pupil or tutor content is primarily user generated, and we do not control or vet user generated content for accuracy as a general matter. Tuta-me does not assume any responsibility for the accuracy or reliability of any information provided by student/pupils/pupils or tutors on or off this Site. We may offer certain Registered Users the opportunity to verify certain information such as their email address or cell phone number. If we indicate that a Registered User has verified certain information, it means that the user has complied with the process we have established for verifying such information. However, we do not guarantee, nor do we represent or warrant as to, the accuracy of such

information. Tuta-me is not responsible for the conduct, whether online or offline, of any student/pupil or tutor or other user of the Site or Services. Moreover, Tuta-me does not assume and expressly disclaims any liability that may result from the use of information provided on our Site. All users, including both students, pupils and tutors, hereby expressly agree not to hold Tuta-me (or Tuta-me's officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners or resellers, hereinafter "Affiliates") liable for the actions or inactions of any student/pupil, tutor or other third party or for any information, instruction, advice or services which originated through the Site, and, to the maximum extent permissible under applicable law, Tuta-me and its Affiliates expressly disclaim any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

User Responsibilities

Any screening of a student/pupil or tutor and his, her or its information by Tuta-me is limited and should not be taken as complete, accurate, up-to-date or conclusive of the individual's suitability as an educator. Registered Users are solely responsible for verifying information provided by, and selecting an appropriate student/pupil or tutor for themselves.

Rules for User Conduct and Use of Services

Teen Providers, Parent Registered Users, and Parent Monitored Accounts

If you are under eighteen (18) years of age and would like to participate in Tuta-me as a tutor (a "Teen Participant"), you may register to use the Site and Services but only if your parent or legal guardian consents to your registration. If you are a student/pupil or a parent of a student/pupil, you may use your account only to find tutoring services for yourself, your children or individuals for whom you are otherwise the legal guardian. If you are a tutor, you may use your account only to find tutoring sessions for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity. By registering as a Parent Registered User, you hereby represent, warrant, understand, agree to and accept these Terms and any applicable Additional Terms in their entirety on behalf of yourself and your Teen Participant whether or not you use the Site or Services, including without limitation Tuta-me's right to run the verification and background checks. You further understand and agree that you will ensure your Teen Participant's compliance with these Terms and that you are responsible for any noncompliance by your Teen Participant. Parents if you are a Parent Registered User, you also agree that you are responsible for

monitoring the account of your Teen Participant as well as your Teen Participant's activities both on and off of the Site, including monitoring who your Teen Participant communicates with and meets both on and off the Site and with or from whom he or she agrees to provide or receive tutoring services.

Prohibited Uses

By using the Site or Services of Tuta-me, you agree that you will not under any circumstances:

- use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the Site or Services for any unlawful purpose, for any purpose not expressly intended by Tuta-me or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's Tuta-me account;
- provide false or inaccurate information when registering an account on Tuta-me, using the Services or communicating with other Registered Users;
- attempt to re-register with Tuta-me if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;
- interfere or attempt to interfere with the proper functioning of Tuta-me's Services;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- use the communication systems provided by or contacts made on Tuta-me for any commercial solicitation purposes;
- publish or link to malicious content intended to damage or disrupt another user's browser or computer.

We protect our users. In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, including but not limited to restricting the number of phone numbers a student/pupil may view or the number of emails a user may send in any 24-hour period to a number which we deem appropriate in our sole discretion. Should Tuta-me find that you violated the terms of this Section or any terms stated herein, Tuta-me reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. By using the Site and/or Services, you agree that Tuta-me may assess, and you will be obligated to pay, a R10,000 daily penalty for scraping, either in a manual or automatic manner, student/pupil or tutor information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise mis-using or mis-appropriating Site content, including but not limited to, use on a "mirrored", competitive, or third party site. This fee shall be in addition to any other rights Tuta-me may have under these Terms or applicable law. Further, in order to protect the integrity of the Site and the Services, Tuta-me reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

Background and Verification Checks

Tutors Will Be Subject to Background Checks and Can Authorize the Sharing of Them with Other Users

Tuta-me, through a third party service provider, performs background checks on all prospective tutors. Tuta-me may, through its third party service provider, perform any of the following background check services from consumer reporting agencies: preliminary background checks, and premier background checks (collectively "Background Checks"). Tuta-me will not share the results of a Background Check with any other site visitor or Registered User without the tutor's specific consent. Student/pupils may request and receive a copy of a Background Check on a tutor, subject to the tutor's explicit instructions about who may have access to such a report. By using the Site or Services as a tutor, you acknowledge and agree Tuta-me may review and use any Background Checks ordered or authorized for the legitimate business purpose of protecting the safety and integrity of our Site and its users and reserves the right to terminate your membership and/or usership based on the information contained in such report, even if such information was subsequently dismissed. Tuta-me may order these checks when you register or apply with Tuta-me and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a profile, etc.). If Tuta-me terminates your usership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Tuta-me does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not Tuta-me.

Tuta-me May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties

By registering as a tutor, you authorize Tuta-me, and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, Tuta-me reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate. These third parties may use data from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and

fugitive watch lists, fraud watch lists, law enforcement reports, and other data. You agree that Tuta-me may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for Tuta-me. You also hereby represent, understand and expressly agree that Tuta-me does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes.**BY AGREEING TO THESE TERMS, YOU AGREE TO ALLOW TUTA-ME TO PERFORM THE VERIFICATION CHECKS DESCRIBED ABOVE. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE TUTA-ME. NO FURTHER CONSENT FROM YOU IS REQUIRED FOR THESE VERIFICATION CHECKS TO BE PERFORMED.**

Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks

If you decide to use or access information included in a Background Check, you hereby represent, understand and expressly agree that those checks are not always accurate or complete (or based on information that is accurate or complete) and that the specific records searched, and the comprehensiveness of the search, varies by the type of Background Check. For example, many jurisdictions only include felony conviction records (and not, for example, misdemeanor or arrest records) in the national criminal data base, which is the only data source utilized for preliminary background checks other than the sexual offender registry. Moreover, some states include only registered sex offenders in that database. If you decide to access, use, or share information provided by a Background Check, you agree to do so in accordance with applicable law. You also agree to indemnify and hold harmless Tuta-me from any loss, liability, damage, or costs that may result from such access, use, or sharing of this information regardless of the cause. Tuta-me does not assume and expressly disclaims, and you hereby agree to release Tuta-me from, any loss, liability, damage, or costs that may result from the use of information provided in a background report including, without limitation, the inaccuracy or incompleteness of any such information. You expressly acknowledge that Tuta-me has no obligation to perform Background Checks, Internal Background Checks, or Verification Checks on any Registered Users. To the extent Tuta-me performs such checks on certain Registered Users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive evidence of the accuracy of any information those users have provided or of their eligibility to use the Services.

Termination of Registration

Should Tuta-me determine that you are not eligible to use the Services, have violated any terms stated herein or in any of the Additional Terms, are not suitable for participation as a Registered User, or have mis-used or mis-appropriated Site content, including but not limited to use on a "mirrored", competitive, or third party site, Tuta-me reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Site, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your registration in Tuta-me, with or without notice. In any event, Tuta-me also reserves the right, in its sole discretion, to terminate your access to all or part of the Site, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your registration in Tuta-me, for any reason or no reason, with or without notice. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination. Following any termination of any individual's use of the Site or the Services, Tuta-me reserves the right to send a notice thereof to other Registered Users with whom we believe the individual has corresponded. Our decision to terminate an individual's registration and/or to notify other Registered Users with whom we believe the individual has corresponded does not constitute, and should not be interpreted or used as information bearing on, the individual's character, general reputation, personal characteristics, or mode of living.

Privacy

Tuta-me will only use the information you provide on the Site or via other channels in accordance with our Privacy Policy. For more information, see our full Privacy Policy, the terms of which are incorporated herein.

Links To External Sites

Links from the Site to external sites (including external sites that are framed by Tuta-me) or inclusion of advertisements do not constitute an endorsement by Tuta-me of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such advertisements, but are for users' reference and convenience. Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Tuta-me does not control such sites, and is not responsible for their content. Just because Tuta-me may have hyperlinks to such sites does not mean that Tuta-me endorses any of the material on such sites, or has any association with their operators. Users further acknowledge that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Tuta-me's Terms of Use and Privacy Policy. Tuta-me expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Tuta-me

harmless from any liability that may result from the use of links that may appear on the Site.

Payment And Refund Policy

Paying for your Tuta-me tutoring sessions is done entirely through the app, and is completely cash-free! When you log in to the app for the first time, you will be asked to input your payment information. Once a tutoring session is complete, Tuta-me app will automatically process the payment.

Billing and Payment

Tuta-me reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. To the extent you elect to purchase other Services or product offerings we may offer for a fee, you authorize Tuta-me to charge your chosen payment provider for the Services and/or products you purchase. You agree that if Tuta-me already has your credit card on file as a result of prior purchases you have made, we may charge that credit card for the additional Services/products you purchase. You may cancel your paid membership subscription by adjusting your account settings. If you cancel your subscription, you typically will be permitted to use your subscription until the end of your then-current subscription term. Your subscription will not be renewed after your then-current term expires, but your credit card will be charged, and you will be required to pay, any cancellation or other fees associated with your early termination and disclosed to you at the time you signed up for the subscription plan.

Refund Policy

Except as set forth below, all payments for services/products are non-refundable and there are no refunds or credits for unused or partially used services/products or service/product cancellations. Notwithstanding the foregoing, we will refund the most recent charge to your credit card if the tutor does not administer the service. The refund will apply to the most recent charge only. Tuta-me does not provide refunds or credits under any other circumstances, unless it determines in its sole discretion that a refund or credit is warranted due to extenuating circumstances, such as a duplicate account.

Release of Liability for Conduct and Disputes

We are not an employer of tutors. Student/pupils and parents of student/pupils may seek the services of a tutor through the use of the Site or Services, and tutors may post profiles regarding their credentials and services. Tuta-me will not be held

responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site or our Services, you do hereby represent, understand, and expressly agree to hold Tuta-me harmless for any claim or controversy that may arise from any disputes between you and any student/pupil, tutor or other user(s) of the Site. You agree to take reasonable precautions in all interactions with student/pupils/pupils, tutors or other users of the Site or the Services. By using the Site or the Services, you do hereby agree to report any alleged improprieties of any users therein to Tuta-me immediately by notifying Tuta-me of the same via electronic correspondence.

Disclaimers; Limitations; Waivers; Indemnification

No Warranty

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is", "as available". Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Tuta-me, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TUTA-ME DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN TUTA-ME; (3) WARRANT THAT YOUR USE OF THE SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TUTA-ME EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, TUTA-ME MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A TUTOR.**

Assumption of Risk

You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with users of the Site

or the Services. You agree to take all necessary precautions when interacting with other site visitors or Registered Users.

Limitation of Liability

Incidental Damages and Aggregate Liability. In no event will Tuta-me be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Tuta-me, or representatives thereof, are advised of the possibility of such damages, losses or expenses. **UNDER NO CIRCUMSTANCES WILL TUTA-ME'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID TUTA-ME FOR THE USE OF ANY SERVICES, THE AMOUNT OF R25.00 OR ITS EQUIVALENT.** No Liability for non-Tuta-me Actions. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TUTA-ME BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.** In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Tuta-me makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

Indemnification

By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless Tuta-me and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Tuta-me and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, or (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. Tuta-me and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Tuta-me. Users further agree to hold harmless Tuta-me and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

Copyright Notices/Complaints

If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) e-mail address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, Tuta-me maintains a policy for the termination, in appropriate circumstances, of Members and other users of this Site who are repeat infringers.

Privacy Policy

Brief Descriptions of Privacy Policy

- Tuta-me's Privacy Policy ("Privacy Policy") is designed to provide a clear understanding of the information we collect and how we use it to provide our services and give users a better experience.
- Who it applies to: It applies to any users of www.Tuta-me.com and any affiliated websites, web pages, mobile applications and mobile websites operated by Tuta-me (the "Site"), including those who are seeking to find a service provider through Tuta-me ("Student/pupils/pupils ") as well as those who are looking to offer their services through Tuta-me ("Tutors"), and any users of any of the various services that Tuta-me provides through the Site or any other channels, including over the telephone or via electronic communication ("Services").
- Who it does not apply to: In addition, this Privacy Policy does not apply to third party entities that may use the Tuta-me Site or Services. Such entities' use of the Tuta-me Site and Services are subject to separate terms that they agreed when they registered with Tuta-me.

Message to reader: By using the Site and/or the Services, you consent to our collection, storage, use and disclosure of your

How we get your information

Information you provide:

Site Visitors can access and browse certain portions of the Site without disclosing Personal Information, although, like most websites, we passively collect certain information from your computer, such as your IP address and web browser user agent, when you browse the Site. All Personal Information that you provide to us when registering, posting a profile, communicating through the Site, discussing tutoring options over the phone or online, utilizing our mobile applications or that you otherwise provide on the Site or by phone, email or postal mail, will be stored by us. You represent and warrant to us that you have the right and authority to provide us all Personal Information you provide about yourself or others. You may provide us this Personal Information in various ways, including: your first and last name; your home address; your gender; your birthday; your phone number. Both Site Visitors and Registered Users may provide Personal Information to Tuta-me when they contact us or utilize certain Services Tuta-me may offer. For example, if you call a Tuta-me representative to discuss tutoring options over the phone, we will collect and store all of the Personal Information you choose to provide to us, including but not limited to financial information, information about the tutoring you or your child needs, your contact information, etc. If you provide information about someone other than yourself, you represent that you have authority to do so. Certain Registered Users may provide Personal Information on the Site through other Site features and offerings such as our online communications and payment platforms. In some cases, Site Visitors may have the ability to provide us Personal Information through the Site, such as contact information. In addition, both Registered Users and Site Visitors may choose to provide us additional Personal Information by phone, email, postal mail, mobile application or chat. We collect and store all of the Personal

Information you provide us through these channels. Moreover, if you provide information about someone other than yourself through any of these channels, you represent that you have authority to do so. If you are a Tutor, we collect and store all of the additional information that you provide to us in your profile. This may include, among other information: details on the tutoring services you offer, including for example the subjects you are well-versed in, the type of tutoring you provide, your availability, your location, your level of education, languages you speak, your ability to drive, related services you provide, pictures you choose to post, your phone numbers, references, if you choose to provide them and any other information you choose to include in your profile. If you register for a Service that requires you to pay a fee, Tuta-me will also collect your credit card type, number, expiration date, and security code as well as your billing address for payment purposes and your birthday, if not previously provided.

Information provided by others

Tuta-me also captures and collects information that Site Visitors, Registered Users and others provide about each other. For example, Tutors may invite Site Visitors, Registered Users or others to rate and indicate their relationship to the Tutor on the Site. Additionally, certain Tuta-me Registered Users may post reviews about individual Tutors. In addition, certain Registered Users may communicate directly with each other through Tuta-me platforms. Site Visitors, Registered Users and others also may provide us information about Registered Users by phone, email or postal mail. Tuta-me captures and stores all information it receives from Site Visitors, Registered Users and others about other Registered Users and Site Visitors. In order to promote the safety and integrity of the Site and Service, you authorize Tuta-me in its Terms of Use to utilize third party service providers to use your Personal Information to scan on an ongoing basis a variety of sources, which may include, but are not limited to, national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data to assist us in verifying the information you provide us (such as your name, address, email address, etc.) and the representations and warranties you make in the Terms of Use and on the Site (such as representations regarding your criminal background) ("Verification Checks"). The results of any Verification Checks will be made available to Tuta-me. For the legitimate business purpose of protecting the safety and integrity of the Site and Tuta-me users, you authorize Tuta-me in its Terms of Use to utilize a third party consumer reporting agency to use your Personal Information to run periodic background checks on you when you register with Tuta-me and thereafter in connection with your continued use of our Services and/or interaction with our Site. In addition, we may obtain from other sources publicly available Personal Information, such as demographic data, and other information to enable us to

comply with regulatory requirements, ensure the accuracy of data, better understand your likely interests, prevent fraud, etc.

Information you expressly authorize us to collect:

We may from time to time request permission for collect Personal Information from or about you. For example, if you use a Tuta-me mobile application, we may request permission to access information about the contacts listed in your mobile device phone book when you initiate an address book search for friends who have downloaded the application. We may also request permission to access and store your location. If you grant your permission, we will access and or store such information unless you subsequently opt out by adjusting the settings in your mobile device. Like most websites, we and our service providers use cookies and tracking pixels to track Site usage and trends, evaluate the effectiveness of our ads both on and off our Site, customize your experience on the Site and improve the quality of our Services. For example, using these technologies we can determine, among other things, which pages of our Site you visit and which ads you click on. A cookie is a tiny data file that resides on your computer, mobile phone, or other device, and allows us to recognize you when you return to the Site using the same computer (or mobile device) and web browser. You can remove or block cookies using the settings in your browser, but in some cases doing so may impact your ability to use Tuta-me. Tracking pixels do not identify individual users and the analysis of data obtained by tracking pixels is performed on an aggregate basis. When you visit our Site or open one of our emails, we may allow authorized third parties, such as ad servers, ad agencies, ad exchanges, ad technology vendors and research firms, to place or recognize a unique cookie, pixel, and/or similar technologies on your browser in order to provide you relevant Tuta-me advertisements as you surf the Internet. These advertisements may be targeted to you based on information these authorized third parties know or infer about you and include in the cookies placed on your browser and/or information about your Internet browsing activities gathered through your browser. If you prefer not to receive these online behavioral advertisements, you may opt-out here . In order for the opt-out to work, your browser must be set to accept third party cookies. Furthermore, if you buy a new computer or mobile device, change web browsers or delete the opt-out cookie, you will need to perform the opt-out task again. Please note that if you opt-out you may continue to receive Tuta-me advertisements as you surf the Internet, including contextual ads based on the content on a webpage you are visiting. However, these advertisements will not be displayed based on information contained in, or collected by, cookies or other technologies placed on your browser when you visit our Site or open our emails.

Technical and usage information

When you visit the Site, Tuta-me receives the internet protocol ("IP") address of your computer (or the proxy server you use to access the internet), your computer operating system and type of web browser you are using. If you are using a mobile device, Tuta-me may also receive your mobile device id (UDID), or another unique identifier, and mobile operating system. We may correlate this information with other Personal Information we have about you. Additionally, when you visit the Tuta-me website we and any third parties we may use to place ads on our Site automatically receive the URL of the webpage from which you came. If you click on an ad, we and any such third party may also receive the URL of the page you were on when you clicked the ad and the URL of the site associated with the ad that you clicked. Like most websites, we and our service providers use cookies and tracking pixels to track Site usage and trends, evaluate the effectiveness of our ads both on and off our Site, customize your experience on the Site and improve the quality of our Services. For example, using these technologies we can determine, among other things, which pages of our Site you visit and which ads you click on. A cookie is a tiny data file that resides on your computer, mobile phone, or other device, and allows us to recognize you when you return to the Site using the same computer (or mobile device) and web browser. You can remove or block cookies using the settings in your browser, but in some cases doing so may impact your ability to use Tuta-me. Tracking pixels do not identify individual users and the analysis of data obtained by tracking pixels is performed on an aggregate basis. When you visit our Site or open one of our emails, we may allow authorized third parties, such as ad servers, ad agencies, ad exchanges, ad technology vendors and research firms, to place or recognize a unique cookie, pixel, and/or similar technologies on your browser in order to provide you relevant Tuta-me advertisements as you surf the Internet. These advertisements may be targeted to you based on information these authorized third parties know or infer about you and include in the cookies placed on your browser and/or information about your Internet browsing activities gathered through your browser. If you prefer not to receive these online behavioral advertisements, you may opt-out [here](#) . In order for the opt-out to work, your browser must be set to accept third party cookies. Furthermore, if you buy a new computer or mobile device, change web browsers or delete the opt-out cookie, you will need to perform the opt-out task again. Please note that if you opt-out you may continue to receive Tuta-me advertisements as you surf the Internet, including contextual ads based on the content on a webpage you are visiting. However, these advertisements will not be displayed based on information contained in, or collected by, cookies or other technologies placed on your browser when you visit our Site or open our emails. Our Site includes social media features and widgets, such as the Facebook "Like" button and the Facebook "Share" button. These features may collect your IP address, the URL of the page you are visiting on our Site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.

How we use that information:

We use your information to improve our Services and enhance your experience with Tuta-me, (2) to enable us to provide a safer community for all of our Registered Users, and (3) to help us communicate with you. In general, we use the Non Personal Information we collect to help us improve our Services and customize the user experience, such as by providing targeted useful features and promotions based on the type of Service you seek. We also aggregate the information collected via cookies and similar technologies to use in statistical analysis to help us track trends, evaluate the effectiveness of our ads and analyze patterns in the use of Tuta-me. Examples of how we use Personal Information: register and service your account; include in Tutor profiles; contact you in response to questions and solicit feedback and input from you; enable Student/pupils/pupils and Tutors to search based on the Personal Information the other has made available on the Site, and the information others have provided about them; connect Student/pupils/pupils with Tutors that appear to meet their needs and preferences; enable Registered Users to search for, find, interact, connect and share information with other Registered Users they may have an interest in interacting with; enable Registered Users who connect to Tuta-me through Facebook to see which of their Facebook friends who have connected to Tuta-me through Facebook are Registered Users or friends with other Registered Users who have connected to Tuta-me through Facebook; verify information you provide us as well as the representations and warranties you make to us in the Terms of Use or on the Site; otherwise help protect the safety and integrity of the Site and Tuta-me users; otherwise help protect the safety and integrity of the Site and Tuta-me users; target promotional messages or content on the Site, via email or other ads on Tuta-me or third party sites. In general, we use the Non Personal Information we collect to help us improve our Services and customize the user experience, such as by providing targeted useful features and promotions based on the type of Service you seek. We also aggregate the information collected via cookies and similar technologies to use in statistical analysis to help us track trends, evaluate the effectiveness of our ads and analyze patterns in the use of Tuta-me.

Information that we share with Site Visitors and Registered Users

If you are a Student/pupil or Tutor, in order to increase your chances of finding potential clients or tutoring services you need, we share with Site Visitors and Registered Users the information that is included in your profile, aside from your contact information, as well as the following registration information, which we may include in your profile: your first name, first initial of your last name, city, province, profile picture, and if you are a Tutor, your gender and, unless you opt-out, your age. With certain exceptions, you choose how much detail you want to include in your profile; the more information you share, however, the better chance you have of finding the right service. We may also share on your profile any company reviews you

have posted on our Site and whether you have connected to Tuta-me through Facebook. If you post information in a Tuta-me online group forum, that information may be viewed by any Site Visitor or Registered User who accesses the forum. We may display personal testimonials of Registered Users and other endorsements on our Site or in other marketing materials. These testimonials or endorsements may include Non Personal Information such as the Registered User's first name, first initial of last name, town and province. With a Registered User's consent, we may include Personal Information such as their full name.

Information that we share with Registered Users and corporate providers:

In addition to the information that is provided to all visitors to Tuta-me, Tutor reviews and references are made available to certain Registered Users. If you are a Tutor, your phone number may be visible to certain Registered Users if you elect to share it in your profile. In addition, your approximate residential location (through Google map plotting) is made available to certain Registered Users unless you elect to keep that information confidential. If you are a Tutor, you will appear in search result listings if you match the search criteria used by a Student/pupil, as applicable. Similarly, you may appear in emails sent to Tutors or Student/pupils/pupils in your area. In addition, if you are a Student/pupil and you view the profile of certain Tutors, those Tutors will be able to see that you have viewed their profiles unless you opt-out of that information sharing. If you register for our Tuta-me mobile application, other Registered Users of that application may be able to search for Tutors by name, email address or other information. If they do, a Tutor's name and profile photo will appear in the search results list and the searcher may contact you through the application. No other Personal Information on the application will be shared with the Registered User unless you expressly consent to such sharing. However, all information you post to the Tuta-me application will be available to all members of Tuta-me, including your location when you post to the application if you have given us permission to access and collect your location information.

Information we share with vendors/service providers

We also share Personal Information with vendors who perform services on behalf of Tuta-me, including without limitation vendors who provide email services, demographic information, or geo-location information, vendors who perform background checks or verification checks, vendors who process credit card payments, vendors who run classified advertising businesses, and vendors who send SMS messages to Registered Users' mobile phone numbers, in each case to the extent applicable. Tuta-me has selected vendors who maintain high standards with respect to privacy and agree to use the Personal Information only to perform specific services on behalf of Tuta-me.

Information we share with listings in Google and other public search engines

In an effort to further connect Student/pupils/pupils and Tutors, selected information contained in Tutor profiles, which may include photo, first name, first initial of last name, city, province, and job/provider description, may also be shared with third party search engines and other vendors who run classified advertising businesses, and thus may be listed in third party web site search results (e.g., Google), which would make that information available to the public and allow them to link to your Tuta-me posting. Registered Users can opt-out of this sharing by adjusting their account settings. If you post information in a Tuta-me online group forum, your content, including your name as the contributor, may be displayed in third party search engine results and available to the public.

As required by law or for reasons of safety

You acknowledge and agree that we may disclose information we've collected about you if required to do so by law or if we, in our sole discretion, believe that disclosure is reasonable to comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law), or to protect or defend Tuta-me's, or a third party's, rights or property. We may also reserve the right to disclose information we've collected about you for purposes of protecting the health and safety of our community and Registered Users, such as in the case of risk of harm or violence against any person (including you).

With our affiliates

You acknowledge and agree that to the maximum extent permitted by law we may disclose any of the information we've collected about you to any of our affiliates or subsidiaries, for the purposes of providing you with the services, operating the Website, and any of our other commercial purposes.

With Your Consent

We also may share your Personal Information with a third party if you consent to the sharing.

How We Protect Information

Tuta-me uses SSL (Secure Socket Layer), the industry standard method for computers to communicate securely without risk of manipulation or recipient impersonation. We utilize SSL in the online registration process, in the login process, and in the account management section of the Site. Tuta-me uses strong encryption technology

to protect sensitive information. Tuta-me employs firewalls, intrusion detection systems, and system monitoring to protect against unauthorized access of our systems. Your user accounts are also protected by the password you use to access your online account with Tuta-me, and we urge you to take steps to keep your password safe. If you feel your password has been compromised, you should change it immediately by logging into your account. After you have finished using our Site, you should log out of your Tuta-me account and exit your browser.**WE TAKE THESE PRECAUTIONS IN AN EFFORT TO PROTECT YOUR INFORMATION AGAINST SECURITY BREACHES. HOWEVER, THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF SUCH FIREWALLS AND SECURE SERVER SOFTWARE. BY USING OUR SITE, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.**

Changing or Removing your Personal Information and Closing your Account

If the Personal Information you provided when you registered changes, you may update this information by logging into your account and accessing your account settings. If you would like to remove some of the Personal Information you have posted on the Site, such as information you posted in profiles, you may do so by editing or deleting that item. To request removal of other Personal Information you have voluntarily posted on our Site, such as information you may have posted in online group forums, contact Tuta-me. In some cases, we may not be able to reasonably accommodate your request to remove your Personal Information, in which case we will let you know if we are unable to do so and why. If you no longer wish to participate in our Services you may close your account directly in the account settings portion of your account. If you close your Tuta-me account, we have no obligation to retain your information, and may delete any or all of your account information without liability. However, we may retain information related to you if we believe it may be necessary to prevent fraud or future abuse, or for legitimate business purposes, such as analysis of aggregated, Non Personal Information, account recovery, auditing our records, enforcing our rights and obligations under our agreements or if required by law. Tuta-me may also retain and use your information if necessary to provide the Services to other Registered Users. For example, just as an email you may send to another person through an email service provider resides in that person's inbox even after you delete it from your sent files or close your account, emails you send to others through Tuta-me to other Users, as well as your contributions to Tuta-me groups, may remain visible to others after you have closed your account. Similarly, other information you have shared with others, or that others have copied, may also remain visible. Tuta-me disclaims any liability in relation to the deletion or retention (subject to the terms herein) of information or any obligation not to delete the information. Tuta-me does not control when search

engines update their search index or cache, which may contain certain job post, profile or other information that has since been removed from Tuta-me's Site.

Changes to our Privacy Policy

Tuta-me reserves the right to change this policy and our Terms of Service at any time. We will notify you about significant changes in the way we treat Personal Information by sending a notice to the email address registered in your account, or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. Significant changes will go into effect 30 days after we notify. Non-material changes or clarifications will take effect immediately upon posting of the updated policy on our Site. You should periodically check our privacy policy for updates. Your use of the Site or the Services after such effective date will constitute acceptance by you of such changes.

Links to Other Websites

Tuta-me may provide links to other web sites that we believe may be of interest to our users. However, we are not responsible for the privacy practices employed by those web sites, nor are we responsible for the information or content they contain. This Privacy Policy applies solely to information collected by us through Tuta-me; thus when you use a link to go from our web site to another third party web site, this policy is no longer in effect. We encourage our users to read the privacy policies of these other web sites before proceeding to use them.

YouTube Terms of Service

[Click here to read the terms of Service of YouTube](#)