



TUTR TERMS OF USE

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Welcome to TUTR. TUTR provides an open marketplace for those seeking tutoring services to connect with those who provide tutoring services. TUTR also provides a service by which payments originating from students are distributed to the tutors they engage.

Please read the TUTR Terms of Use, together with our Privacy Policy and any other terms referenced in this document carefully to ensure that you understand each provision. These are all important as they outline and explain legal rights and describe TUTR's own rules. THE TERMS OF USE ALSO CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

PLEASE NOTE: ANY PERSON WHO PROVIDES INFORMATION CONTAINING ANY FALSE INFORMATION MATERIAL TO TUTR, L.L.C. OR ITS USERS, OR CONCEALS INFORMATION CONCERNING ANY MATERIAL FACT FROM TUTR, L.L.C. OR ITS USERS, MAY BE LIABLE FOR THE SAME.

ACCEPTANCE OF TERMS OF USE

These Terms of Use are entered into by and between you and TUTR, L.L.C. ("**TUTR**", "**we**" or "**us**"). The following terms and conditions, together with our [Privacy Policy](#), found at www.TUTR.co and incorporated here by reference and any other documents incorporated by reference (collectively, these "**Terms**"), govern your access to and use of our website(s), mobile application(s), and any features, functionalities, user interfaces, content, products, or software applications associated with our services (collectively, the "**Services**"), whether as a guest or a registered user.

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE THE SERVICES, AS THE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND TUTR. By accessing, downloading or using the Services, registering for or maintaining a personal user Services account, or by clicking to accept or agree to the Terms when this option is made available to you, you acknowledge that you have read and understand all of the provisions of the Terms and that you accept and agree to be bound by and abide by these Terms. If you do not agree to these Terms, you must not access, download or use the Services.

The Services are offered and available to individuals who are of legal age and capacity to agree to these Terms residing in the United States. By using TUTR's website or downloading TUTR's mobile application ("**App**"), you represent and warrant that you are of legal age to form a binding contract with TUTR in your state of residence, and meet all of eligibility requirements provided in these Terms. If you do not meet all of these

requirements, you must not access, download or use the Services.

CHANGES TO TERMS

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them here, in amended policies or supplemental terms for applicable Service(s), or as otherwise appropriate. Any such changes shall apply to all access to and use of the Services after posting, except that any change to the dispute resolution provisions set forth in *Governing Law and Jurisdiction* below will not apply to any disputes for which the parties have actual notice prior to the date such change is posted.

Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You should check this page from time to time so that you are aware of any changes, as they are binding on you.

NOTICE

To the extent that TUTR is required to or may elect to give notice under these Terms or otherwise, TUTR may give notice by means of a general notice through the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to TUTR, with such notice deemed given when received by TUTR, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o TUTR, L.L.C., 2606 8th Street, Tuscaloosa, AL 35401.

THE SERVICES

The Services comprise mobile applications and related services which provide a platform through which users seeking educational/tutoring services ("Students"), may arrange and schedule with third party providers of such services and goods ("Tutors"). Students and Tutors are both referred to herein without distinction as "Users" or "you." In certain instances, the Services may also include an option to receive tutoring services for an upfront price, subject to acceptance by Students and Tutors. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TUTORING SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH TUTR AS A TUTOR, A PROVIDER OF TUTORING SERVICES OR AS A TUTOR PROVIDER.

WE ARE NOT A REFERRAL, MATCHING OR PLACEMENT SERVICE. WE DO NOT PROVIDE, REFER, PLACE, OFFER OR SEEK TO OBTAIN EMPLOYMENT OR ENGAGEMENTS FOR ANY OF THE USERS OF THE SERVICES.

WE DO NOT SCREEN OR VERIFY THE TRAINING OR EXPERIENCE OF ANY USER OF THE SERVICES OR ANY CONTENT SUBMITTED BY A USER OR ANYONE OTHER THAN TUTR ("USER CONTENT"), INCLUDING BUT NOT LIMITED TO, PROFILES AND REVIEWS. WE

HAVE NO CONTROL OVER THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF PROFILES OF OUR USERS, REVIEWS, BACKGROUND CHECK INFORMATION, AFFILIATIONS OR OTHER USER CONTENT SUBMITTED ON THE SERVICES AND MAKE NO REPRESENTATIONS ABOUT ANY SUCH USER CONTENT ON THE SERVICES. WE MAKE NO FURTHER REPRESENTATIONS ABOUT THE TUTORS OR INDIVIDUALS SEEKING TUTORING SERVICES (“STUDENTS”). YOU SHOULD MAKE YOUR OWN ASSESSMENTS OF THE PERSONS YOU DECIDE TO INTERACT WITH, ENGAGE, PROVIDE SERVICES TO OR RECEIVE SERVICES FROM.

WITH RESPECT TO TUTORS, WE MAY CONDUCT BACKGROUND CHECKS TO VERIFY ACCOUNT OR REGISTRATION INFORMATION AND THE REPRESENTATIONS AND WARRANTIES MADE BY TUTORS. THIS MAY INCLUDE, WITHOUT LIMITATION, USING THIRD PARTY SERVICE PROVIDERS TO CONDUCT CRIMINAL BACKGROUND CHECKS OR IDENTITY VERIFICATION CHECKS OR TO PERFORM OTHER BACKGROUND OR VERIFICATION SERVICES, AND USING AVAILABLE PUBLIC RECORDS, INCLUDING INFORMATION AVAILABLE ON ONLINE SOCIAL NETWORKS AND OTHER ONLINE SOURCES, EACH TO THE EXTENT PERMITTED BY LAW.

WE ARE NOT INVOLVED IN THE TRANSACTIONS BETWEEN TUTORS AND STUDENTS. USERS OF THE SERVICES ARRANGE FOR THE SERVICES SOLELY BETWEEN OR AMONG THEMSELVES, AND TUTOR IS NOT PARTY TO ANY OF THOSE SERVICE ARRANGEMENTS. WE DO NOT HAVE CONTROL, DO NOT SUPERVISE OR PROVIDE ANY TRAINING OR EQUIPMENT TO TUTORS, AND WE HAVE NO CONTROL OVER THE QUALITY, TIMING, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER OF THE SERVICES PROVIDED BY TUTORS. AS SET FORTH BELOW, YOU AGREE TO RELEASE TUTOR FROM ANY CLAIMS OR LIABILITY THAT MAY ARISE FROM ANY DISPUTES BETWEEN YOU AND OTHER USERS OF THE SERVICES.

ACCESSING THE SERVICES; ACCOUNT SECURITY

We reserve the right to terminate, withdraw or amend the Services, and any service or material we provide through the Services, and to cease offering or deny access to the Services or any portion thereof, either generally or with respect to you, at any time, in our sole discretion, and without notice. We may from time to time in our sole discretion develop and provide updates to the Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that TUTOR has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entirety of the Services, to users, including registered Users.

ELIGIBILITY CONDITIONS

By using the Services, you represent and warrant that you currently meet and will continue to meet the following eligibility conditions (“Eligibility Conditions”) for as long as you use the Services: (a) you have and will at all times comply with all laws and regulations; (b) you have the right, authority and capacity to enter into these Terms and to abide by all the terms and conditions in these Terms; (c) neither you, nor anyone in your home: (i) has been the subject

of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others; (ii) has been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; and/or (iii) has been and/or is currently required to register as a sex offender in any jurisdiction or with any government entity; and (d) neither you, nor anyone in your home, is currently out on bail or on your own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses.

By using the Services, you understand and agree that TUTR may rely on the above Eligibility Conditions representations and warranties as true. You understand and agree that TUTR may revise the Eligibility Conditions from time to time and require new conditions and certifications and that the User will abide by such revised Eligibility Conditions or discontinue using the Services.

USER ACCOUNTS

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). Account registration requires you to submit to TUTR certain personal information, including your driver's license, name, mobile phone number, email and age, as well as at least one valid payment method supported by Stripe, Inc. You must be of legal age and have capacity to agree to these Terms on your own behalf. You are responsible for ensuring that all persons who access the Services through your Account, internet connection, device or other computer hardware are aware of these Terms and comply with them. It is a condition of your use of the Services that all information you provide in registering for the services is correct, current and complete. Additionally, you are responsible for maintaining and updating your information so that it remains correct, current and complete. You agree to provide and maintain accurate, current, and complete information about you.

You agree that our collection and use of any of your personal information in connection with the services, including, without limitation, information you provide to register with the Services or through the use of any interactive features of the Services, is governed by our [Privacy Policy](http://www.TUTR.co) located at www.TUTR.co, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to Services using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer or network so that others are not able to view or record your password or other personal information. You agree to accept all risks of unauthorized access to information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

You consent to all of the provisions of Stripe, Inc.'s terms and conditions of use and shall provide all authorizations as necessary to charge to or deposit to a financial account legally held in your name. You further consent to the disclosure and reporting by TUTR, Stripe, Inc. and/or other Users of all tax information regarding you as required by law. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services.

Unless otherwise permitted by TUTR in writing, you may only possess one Account.

NETWORK ACCESS AND DEVICES

You are responsible for making all arrangements necessary to access, download, install and/or use the Services. This includes, without limitation, obtaining necessary data network access, and acquiring and updating compatible hardware or devices necessary to access and use the Services and any Updates thereto. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device.

TUTR does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

CLOSING YOUR ACCOUNT

You may terminate your Account or use of the Services at any time, with or without cause, by providing TUTR advance written notice of your desire to discontinue your use of the Services 30 days prior to the date such change shall become effective. Such written notice must include your full name and clearly indicate your intent to discontinue the Services and must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o TUTR, L.L.C., 2606 8th Street, Tuscaloosa, AL 35401, or (b) by email from the email address associated with your Account to: admin@tutr.co. Upon the effective date of such termination, TUTR shall be under no further obligation, if any, to make any additional payments to you as a Tutor; however, any obligation you have incurred pursuant to your use of the Services under these terms shall continue until discharged in full.

OBLIGATIONS; CONDITIONS FOR PAYMENT

You understand and agree to abide by TUTR'S payment policies as set forth herein or as otherwise set forth by TUTR. You agree that you are willing to pay all costs incurred by you related to the Services. These costs may include, without limitation: (a) a Tutor's rate as requested, which includes (b) Service Fees as further defined herein.

For your part, you acknowledge the following obligations and warrant and represent that these conditions are met:

- a) The information pertaining to each tutoring session must be accurate among all parties. This includes the start and end time, duration, subject, interaction method, and Student associated with the account related to a particular tutoring session. Unless otherwise

agreed to by the Tutor and Student, the start and end time should be considered to be the times of the actual tutoring session, not arrival and departure times to and from the tutoring location.

- b) Prior to each session being given, the Student shall have on file with TUTR and Stripe, Inc. a valid form of payment. This includes a valid credit/debit card. Students shall verify payment information initially and at regular intervals as required by TUTR and/or Stripe, Inc.
- c) Each tutoring session shall be delivered either in-person at a mutually agreed upon public location or through the TUTR in-App texting feature.
- d) The Tutor's services shall be instructive and constitute learning, not cheating or the facilitation thereof. Tutors are prohibited from completing assignments, writing papers, taking quizzes or otherwise completing work on the Student's behalf. Furthermore, the services that the Tutor offers shall not violate the academic honesty policy or other conduct policies of the Tutor's or Student's school, university, academic institution or workplace.
- e) Tutors shall not collect or request payment directly from Students, whether by cash, check or otherwise, for the session.
- f) Each Tutor shall be over 18 years old and eligible to work legally in the United States.
- g) BACKGROUND CHECKS. EACH TUTOR SHALL BE WILLING TO SUBMIT ALL INFORMATION REQUIRED FOR BACKGROUND CHECKS TO BE PERFORMED BY A THIRD PARTY PROVIDER, AND YOU CONSENT TO ANY SUCH BACKGROUND CHECK.
- h) Each User agrees to provide TUTR and/or third party providers of background checks with identification documents, including, without limitation, copies of passports, drivers' licenses, or other information which may be requested.
- i) Each User consents to and/or authorizes all account information, withdrawal, deposit, and tax reporting information as required and has provided all necessary documentation of such consents and authorizations required by TUTR and/or Stripe, Inc.

INTELLECTUAL PROPERTY RIGHTS

The Services and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), except for User Contributions (which are licensed to TUTR pursuant to the *User Contributions* section below), are owned by TUTR, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Services for your personal, non-commercial use only. With respect to the App and subject to these Terms, TUTR grants you a limited, non-exclusive and nontransferable license to: (i) download, install and use the App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device") strictly in accordance with these Terms and any end user license

agreement or other agreement related to the Mobile Device or the App on or accessible through the Mobile Device; and (ii) access, download and use on such Mobile Device such Content and Services made available in or otherwise accessible through the App, strictly in accordance with these Terms and any end user license agreement or other agreement related to the Mobile Device, App, or applications on or accessible through the Mobile Device between you and any third party.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit Content or any of the material on the Services, except as follows:

- Your computer or Mobile Device may temporarily store copies of such materials in RAM or similar format incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages from the Services for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- You may like or follow TUTR or share links to the Services including the App via social networking technology.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

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You must not:

- Modify copies of any materials from the Services, including, without limitation, removal of copyright or trademark notice or other notice of ownership.
- Reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Content of others, in whole or in part, by any means.
- Copy or post Content on any networked computer or publish in any medium, except as explicitly permitted by valid permission or license covering such materials.
- Modify, translate, adapt, or otherwise create derivative works or improvements of the App.
- Modify, reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to TUTR's source code, software, programs, algorithms, or functionalities, or any part thereof.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

- Incorporate Content, information, or other material obtained from or through the Services in any database, compilation, archive or cache.
- Deep-link to the Services for any purpose or access the Services manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Services or any information, content, or material on the Services, except as specifically authorized by TUTR.
- You may not link or frame to any pages of the Services or the App or any content contained therein, whether in whole or in part, without prior written consent from TUTR.

TUTR reserves all of its statutory and common law rights against any person or entity who violates these provisions. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Services in breach of the Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by TUTR. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

TRADEMARKS

“TUTR Trademarks” means all names, marks, brands, logos, product and service names, designs, trade dress, slogans and other designations TUTR uses in connection with its products and Services. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.

You may not use, remove or alter any TUTR Trademarks, or co-brand your own products or material with TUTR Trademarks, without TUTR’s prior written consent. You acknowledge TUTR’s rights in TUTR Trademarks and agree that any use of TUTR Trademarks by you shall inure to TUTR’s sole benefit. You agree not to incorporate any TUTR Trademarks or trademarks of its affiliates or licensors into your trademarks, service marks, company names, internet addresses, domain names, or any other similar designations, for use on or in connection with computer or internet-related products, services or technologies.

ACADEMIC HONESTY

You acknowledge and agree that TUTR’s Services are provided for the purpose of facilitating learning, not cheating. You agree not to complete assignments, write papers, take quizzes, nor to seek or to procure any of the same through the Services, nor to use or attempt to use the Services for any purpose other than for academic instruction in association with the Services. Further, you agree not to use TUTR’s services for any purpose that violates the academic honesty policy or other conduct policies of your school, university, academic institution or workplace.

PROHIBITED USES

You agree to use the Services in a manner that is lawful, relevant and proper to the applicable forum. Any use of the Services that TUTOR, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of a User with or without notice. You may use the Services only for lawful purposes and in accordance with these Terms.

Conduct that is prohibited as inappropriate and/or offensive includes conduct intended to, resulting in, or reasonably perceived as effecting or accomplishing the following:

- Violation of any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Exploitation, harm or attempted exploitation or harm to minors in any way, whether by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- Defamation, abuse, harassment, harm, stalking, threatening or otherwise violating the legal rights (including without limitation rights of privacy and publicity) of others;
- Transmission, reception, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- Publishing, posting, texting, uploading, distributing or disseminating any profane, defamatory, infringing, hateful, distasteful, obscene or unlawful topic, name, information, materials or content;
- Using the Services for any purpose that is in violation of local, state, national, or international law, including without limitation wage and working condition laws and regulations;
- Uploading files that contain software or other material that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity;
- Uploading files or code containing viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or materials that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network or are otherwise malicious or technologically harmful;
- Attacking the Services via a denial-of-service attack or a distributed denial-of-service attack;
- Attempting to interfere with the proper functioning of any aspect of the Services;
- Taking any action or using any device, software or routine that interferes with the proper working of the Services or which would otherwise undermine any aspect of the Services;

- Attempting to gain unauthorized access to the Services, other User accounts, or other device, computer system or networks connected to the Services;
- Advertising or offering to sell any goods or services for any commercial purpose on the Services that are not appropriate or relevant to the Services;
- Impersonation, or attempt at impersonation of, another person, including, without limitation, TUTR or any of its agents, another user or any other person or entity, whether by using e-mail addresses or screen names associated with any of the foregoing or otherwise, or permitting any other person or entity to use your username or password;
- Attempting to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which Services are stored, or any server, computer, database, or data connected to the Services;
- Transmission of or solicitation of transmission of any advertising or promotional material unrelated to the Services, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- Transmission of the same content repeatedly or spamming - spamming is strictly prohibited;
- Downloading any file posted by another user that you know, or reasonably should know, cannot be legally distributed through the Services;
- Accessing, downloading, or copying any information, content and/or materials from the Services through artificial means (including without limitation by the use of spiders, scrapers, hacking devices, computer programs, bots, web spoofing, URL rewriting or other such means);
- Use of any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent
- Reproduction, duplication, copying, selling, re-selling or exploiting any information, materials or content on the Services; or
- Commission of any other conduct which restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm TUTR or Users of the Services or expose any of them to liability.

TUTR reserves all of its rights under the Communications Decency Act, including without limitation its right to remove anything objectionable to TUTR in its sole discretion. Alleged improprieties by any User may be reported to TUTR by email at admin@tutr.co.

ILLEGAL, FRAUDULENT OR ILLEGITIMATE BEHAVIOR

Illegal, fraudulent or illegitimate behavior undermines the trust on which TUTR’s platform is based, and TUTR will seek to enforce its rights to the fullest extent of the law or in equity. In

addition to any other rights and remedies available to TUTR by law or equity, TUTR may suspend or deactivate any account(s) associated with this type of illegal or illegitimate activity, including without limitation fraud, abusing promotions, collusion between Tutors and Students (either for purposes of (i) circumventing or attempting to circumvent the obligation to pay fees related to TUTR's provision of services (ii) circumventing or attempting to circumvent TUTR's messaging tools or platform; or (iii) establishing a contact or continuing a relationship with a Tutor and/or Student where such contact or relationship was established primarily through the Services for purposes of any of the foregoing), disputing service charges or fees for fraudulent or illegitimate reasons. Notwithstanding the foregoing, nothing in these Terms shall be interpreted to prevent Tutors and Students from communicating offline or off the Services for legal and otherwise legitimate purposes.

USER CONTRIBUTIONS

The Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") information, content, materials or services (collectively, "**User Contributions**") on or through the Services.

All User Contributions must comply with the *Content Standards* set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns, an irrevocable, worldwide, royalty-free, nonexclusive license to use, reproduce, modify, perform, display, distribute, disseminate, transmit, adapt, resell, publish, and otherwise disclose to third parties any such material for any purpose, in any form, on an unrestricted basis.

You represent and warrant that:

- You own or control all rights in and to the User Contributions or are otherwise authorized and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not TUTR, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for TUTR.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services without notice to you, at any time, in TUTR's sole discretion, for any reason, including without limitation, any violation of these Terms, or no reason.

You agree that, if you are suspended or terminated, you will make no further use of the Services after termination or during suspension.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE ANY CLAIM AGAINST, AND RELEASE AND HOLD HARMLESS TUTR AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

CONTENT STANDARDS

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. You are entirely responsible for all Content that you upload, post or otherwise transmit through your use of the Services ("Content"). Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- Promote sexually explicit, pornographic, violent, patently offensive, harassing, or discriminatory (whether based on race, sex, religion, nationality, disability, sexual orientation or age), or otherwise objectionable to TUTR or other users of the Services, material or communications;
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy;
- Be false or likely to deceive any person;
- Promote any illegal activity, or advocate, promote or assist any unlawful act;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
- Disclose personal information without authorization;
- Contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or,
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

TUTR reserves the right to edit or remove Content that violates these Terms, that contains third-party commercial advertisements, or for any other reason it deems necessary.

THIRD PARTY SERVICES AND CONTENT.

The Services may be made available or accessed in connection with third party services and content (including advertising) that TUTR does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. TUTR does not endorse such third-party services and content and in no event shall TUTR be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, or Microsoft Windows, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services

in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

COPYRIGHT INFRINGEMENT

TUTR respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with TUTR and the Services, you may not post, modify, distribute, or reproduce in any way any content that is copyrighted material belonging to others, without obtaining their prior written consent. TUTR reserves the right, in its discretion, to remove any Content if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of Users who we believe to be infringers.

If you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, we will respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"), a federal law that provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that content or material hosted on the Services infringes your copyright, you (or your agent) may send TUTR a notice requesting that the content or material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow TUTR to locate the content or material within the Services; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the content or material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. TUTR's agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: admin@tutr.co

By mail: TUTR, L.L.C.

Attention: Copyright Agent

2606 8th Street, Tuscaloosa, AL 35401

We suggest that you consult with a legal advisor before filing a notice under the DMCA. Please note that there can be penalties for false claims under the DMCA.

RELIANCE ON INFORMATION POSTED

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

This Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by TUTR, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of TUTR. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

CHANGES TO THE SERVICES

We may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SERVICES

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

TERMS OF TRANSACTING BUSINESS VIA THE TUTR MARKETPLACE

TUTR incorporates an online payment service to facilitate payments from Students to Tutors, and you understand that use of the Services may result in payments by you for the services you may receive from a Tutor as well as TUTR (together, "Charges"). Once a Student and a Tutor have scheduled tutoring services through their use of the Services and the Student has confirmed that they have received the tutoring services from Tutor, TUTR will facilitate payment of the applicable Charges on behalf of the Tutor, as such Tutor's limited payment collection agent. Any Charges incurred by Students are due immediately and payment will be facilitated by TUTR using the card or account information provided by you to TUTR. If a Student fails to confirm or complete the transaction via the Services, TUTR may provide reminders (via push, email or text) prior to charging your card or account but reserves the right to submit the applicable Charges within 24 hours from the time such job was completed. TUTR will send you a receipt by e-mail.

Payment processing services for Tutors through TUTR are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of

Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms or continuing to operate as a Tutor on TUTR, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TUTR enabling payment processing services through Stripe, you agree to provide TUTR accurate and complete information about you, and you authorize TUTR to share it and transaction information related to your use of the payment processing services provided by Stripe with Stripe and/or in accordance with our Privacy Policy. If you choose to receive payment for a job via Stripe's Instant Pay feature, you agree to allow TUTR to deduct from your earnings any applicable Instant Pay fee set by TUTR.

In consideration for the services provided by TUTR, all Charges include a service fee and you agree to pay TUTR the applicable service fees then in effect ("Service Fees"). Service Fees will be included in Charges for each transaction presented to a Student as a percentage of the total charged to the Student from a Tutor. Tutors should be mindful when setting their rates that such Service Fees are deducted from the Charges presented to Students based upon Tutor rates.

It is expressly agreed and understood that payment to Tutors as provided in these Terms does not include out-of-pocket expenses, including travel; travel-related expenses, including depreciation, fuel, mileage, fares, lodging, meals, transportation, etc.; accounting; phone, internet, cellular or data services; and other costs involved in the provision of Tutor services under this Agreement, with the exception of Service Fees owed to TUTR. Tutors should be mindful of their own costs, whether of travel or otherwise, when determining individual rates to be provided to Students.

Additional terms and conditions may also apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

TIMING AND DELIVERY OF PAYMENTS

Where all of the above stated Conditions are met, unless provided otherwise, Tutors can expect to receive their funds according to the following schedule. Where there are any issues or questions concerning any of the Conditions or the right to or availability of payment, payments may be delayed while TUTR and/or Stripe, Inc. attempt to resolve such questions.

All Tutors will receive their payment from Students by direct deposit through Stripe, Inc. After a Tutor provides accurate debit/credit card numbers and/or accurate financial account and routing numbers, funds will be released to the Tutor's financial account between 1-14 business days after a completed tutoring session. The time between when the funds are released by TUTR and made available to the Tutor by the Tutor's financial institution will vary and is controlled by the Tutor's financial institution, not by TUTR. If a Tutor's direct deposit is returned to TUTR by the Tutor's financial institution, TUTR will request that the Tutor correct the Tutor's financial institution information. The returned payment amount will be resent within five (5) business days after the financial institution information is corrected.

SERVICE FEES: TUTOR PAYMENT AMOUNTS

Tutors set and change their own rates for payment, from which Service Fees shall be deducted. TUTR offers 4 TUTR statuses for which Tutors can qualify. Tutors may upload supporting documents to their TUTR profile to receive a higher status, thereby decreasing the Service Fee charged to Tutors. All Tutors agree to the following Service Fees associated with their status. The Service Fee varies contingent upon the Tutor's qualifications, education, training, experience, and supporting documents uploaded to TUTR through the App or other aspect of the Services. Service Fee categories are as follows:

- **“Scholar” – Service Fee: 10-20%**
- **“Endorsed” – Service Fee: 25%**
- **“Verified” – Service Fee: 35%**
- **“Unverified” – Service Fee: 50%**

All payments between Tutors and Students associated with their use of the Services must go through the App.

TAXES

WE ARE NOT AN EMPLOYMENT SERVICE AND WE DO NOT SERVE AS AN EMPLOYER OF ANY TUTOR. AS SUCH, TUTORS AND STUDENTS ARE SOLELY RESPONSIBLE (AND TUTR IS NOT RESPONSIBLE) FOR ANY TAX, WITHHOLDING OR REPORTING, INCLUDING, BUT NOT LIMITED TO, UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, SOCIAL SECURITY OR PAYROLL WITHHOLDING TAX OR INCOME REPORTING IN CONNECTION WITH ANY SERVICES PROVIDED BY TUTORS. YOU UNDERSTAND AND AGREE THAT IF TUTR IS FOUND TO BE LIABLE FOR ANY TAX, WITHHOLDING TAX OR REPORTING OBLIGATION IN CONNECTION WITH ANY SERVICES PROVIDED OR RECEIVED BY YOU, THEN YOU WILL IMMEDIATELY REIMBURSE AND INDEMNIFY TUTR FOR ALL COSTS, EXPENSES AND LIABILITIES (INCLUDING ANY INTEREST AND PENALTIES) RELATING TO THE SAME.

TUTOR VERIFICATION

If you are a Tutor, you must provide your mobile phone number, legal name, birthdate, driver license, and email address. TUTR DOES NOT REQUIRE “UNVERIFIED” TUTORS TO HAVE A BACKGROUND CHECK CONDUCTED ON THEMSELVES. However, in order to obtain a “Verified”, “Endorsed”, or “Scholar” status as a Tutor user, TUTR may require that you provide, together with any information required to access the same, an authorized Background Check to TUTR from GoodHire, HireRight, Verified Credentials, or Chekr which contains at a minimum, a National Criminal Database search with results including the following:

- **Social Security number trace (verifying the SSN provided is a valid number and not on the death index only);**

- **Felony and misdemeanor convictions** within the past seven (7) years, including **sex crime convictions** (misdemeanors or felonies); and,
- **Sex Offender Registry & Global Watchlist Search** (regardless of when any such conviction occurred).

Generally, to the extent permitted by applicable law, convictions listed by Background Checks which relate to children, theft, fraud, violence or sex offenses will subject a tutor user's profile to deactivation from the Services, including, without limitation, any felony convictions within the past seven years; any misdemeanors within the past three years, and sex offenses or crimes or misdemeanors relating to children within any timeframe.

A BACKGROUND CHECK IS ONLY A DATABASE SEARCH. AS SUCH, A BACKGROUND CHECK MAY NOT COVER ALL FEDERAL, STATE, AND COUNTY RECORDS. THIS MEANS THAT OFFENSES FOR MINORS MAY NOT APPEAR DURING A BACKGROUND CHECK AND THE BACKGROUND CHECK WILL ONLY COVER PUBLICLY AVAILABLE CONVICTIONS AND WILL NOT COVER ALL ARRESTS OR FOREIGN RECORDS. NOT ALL DATABASES ARE UP TO DATE. BACKGROUND SCREENINGS ARE NOT FOOL PROOF. BACKGROUND CHECKS ARE NOT A PERFECT SAFETY SOLUTION AND CRIMINALS MAY CIRCUMVENT EVEN THE MOST SOPHISTICATED SEARCH TECHNOLOGY.

If you are registering to be a Tutor, you consent to any collection, use or disclosure in order to accomplish such verification. You agree that you are responsible for fees necessary to conduct any such background checks. You further agree that TUTR may take such action as it, in its sole discretion, deems appropriate, including without limitation suspending and/or terminating your use of the Services, should it determine that you have violated any representation or warranty or any provision of these Terms.

A Tutor for whom a background check has not been completed and processed will have an "Unverified" status. A TUTOR FOR WHOM A BACKGROUND CHECK IS BEING PROCESSED, FOR WHOM A COMPLETED BACKGROUND CHECK HAS BEEN COMPLETED IS BEING PROCESSED OR REVIEWED, OR WHO HAS A PENDING CHARGE OR DEFERRED ADJUDICATION WILL LIKEWISE HAVE AN "UNVERIFIED" STATUS. Upon notification of a successful background check, TUTR will adjust the Tutor's status accordingly.

In the event that a background check does not meet the requirements of TUTR or these Terms, TUTR will terminate the TUTR account of any Tutor who does not pass a background check or any Tutor who does not provide the necessary information or authorization for a background check when requested within a certain period of time.

Disputes regarding the results of the outcome of the background check must be directed to the organization providing the Background Check; if to Checkr, Inc., then at the contact information below with notice to TUTR (contact at admin@tutr.co).

Checkr, Inc.
One Montgomery Street, Suite 2000
San Francisco, CA 94108
Telephone: 844-824-3257
Email: support@checkr.com

In the event that a Tutor's background check is amended, please contact admin@tutr.co requesting that TUTOR status be adjusted accordingly. Please note that submission of incorrect or incomplete personal information including a Tutor's name, alias, Social Security Number or any other information requested may lead to a background check that fails to meet the requirements for the Services such that a Tutor's TUTOR status will be terminated or not upgraded.

The preceding paragraph notwithstanding, you, whether as Student, Tutor, User, or any other party, acknowledge and agree TUTOR does not conduct background checks. TUTOR makes no representations or warranties as to the conduct of Users or the accuracy of any Background Check. You also understand and agree TUTOR makes no representations or warranties regarding the validity of information provided by Users or entities performing Background Checks and that TUTOR does not guarantee and cannot verify that any or all of the Eligibility Conditions are met by Users. You understand and agree that you are fully responsible for your own decisions, assessments and actions concerning other Students, Tutors, or Users.

TUTOR expressly disclaims, and you expressly release TUTOR from, any and all liability whatsoever for any controversies, claims, suits, injuries and/or damages arising from and/or in any way related to: (a) any inaccuracy, error, omission, or untimeliness regarding a User's Eligibility Conditions or Background Checks, and/or (b) any misstatements, suppression or misrepresentations by or regarding any User.

THIRD PARTY REPORTS

TUTOR may utilize third party consumer reporting agencies that perform, among other things, criminal background checks, sex offender registry checks, motor vehicle records checks, credit checks, and identification verifications ("consumer reports"). TUTOR does not endorse or make any representations or warranties regarding the reliability of such consumer reports or the accuracy, timeliness or completeness of any information in the consumer reports. TUTOR does not independently verify information in the consumer reports.

You hereby consent to TUTOR collecting, using and disclosing the information in the consumer reports. You understand and agree that TUTOR may, in its sole discretion, review and rely on the information in the consumer reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but that TUTOR shall not be responsible or liable in any way in the event that any information in the consumer reports about any person, including without limitation any User, is not accurate, timely or complete. Users who are the subject of consumer reports may contact the service provider to dispute the accuracy, timeliness or completeness of such information. TUTOR reserves the right to suspend and/or terminate User based on information in the consumer reports or for any other reason in TUTOR sole discretion.

CONFIDENTIALITY OF TUTOR INFORMATION

You may obtain direct access via the Services to certain confidential information of TUTOR and

its affiliates, including without limitation technical, contractual, product, program, pricing, marketing, algorithms, code, and other valuable information that should reasonably be understood as confidential (“Confidential Information”). You must hold Confidential Information in strict confidence. All right, title and interest in the Confidential Information remains with TUTR and its affiliates.

The Terms impose no obligation upon you with respect to Confidential Information that you can establish by legally sufficient evidence: (a) you possessed prior to your receipt from TUTR, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission by you, or otherwise without violation of the Terms; (c) you obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential; (d) you independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or (e) in response to a valid order by a court or other governmental body, or as otherwise required by law, or as necessary to establish the rights of either party under these Terms and as disclosed after prior notice to TUTR adequate to afford TUTR the opportunity to object to the disclosure.

CANCELLATION AND REFUND POLICY

TUTR reserves the right to charge a cancellation fee pursuant to the terms and conditions presented to you at the time of submitting or accepting a job, and you authorize TUTR to charge any applicable cancellation fees to the credit card information provided by you to TUTR.

All Charges and Service Fees are final, nontransferable and nonrefundable; provided, however, TUTR may correct clerical errors related to any Charges or Service Fees by providing notice by email and a reasonable opportunity for you to object to the correction. Clerical errors include without limitation minor mistakes or unintentional or duplicate Charges or Service Fees.

LINKING TO THE SERVICES AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms.

Any site from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

LINKS FROM THE SERVICES

If the Services contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

TEXT MESSAGING AND PHONE CALLS

By providing TUTR with your phone number and using the services made available by the Services, you affirmatively consent to receiving communications, either via phone calls or text messages, from TUTR. TUTR does not charge for sending text messages, but your carrier may charge you. Users of the App may have the option to receive push notification alerts from TUTR. If push notification alerts are available, you will be given an option to consent to receiving them after you download the App. You may also adjust your push notification settings after you have downloaded the App in your Mobile Device settings.

GEOGRAPHIC RESTRICTIONS

The owner of the Services is based in the state of Alabama in the United States. We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. TUTR'S WEBSITE, APPLICATIONS, AND ALL CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TUTR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, TUTR MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE SECURITY, RELIABILITY, ACCURACY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TUTR DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF TUTORS OR OTHER THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

WITHOUT LIMITING THE FOREGOING, NEITHER TUTR NOR ANYONE ASSOCIATED WITH TUTR REPRESENTS OR WARRANTS THE SERVICES, CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES TO BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES INCLUDING WITHOUT LIMITATION ANY AND ALL WEBSITES, APPLICATIONS OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TUTR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF TUTR, EVEN IF TUTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU UNDERSTAND AND AGREE THAT TUTR HAS NO CONTROL OVER THE ACTS OR OMISSIONS OF ANY USER WHETHER USING OR NOT USING THE SERVICES AND THAT TUTR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY OF THE SERVICES PROVIDED BY ANY USER. YOU UNDERSTAND AND AGREE THAT TUTR IS NOT RESPONSIBLE FOR THE PERFORMANCE OR CONDUCT, WHETHER USING OR NOT USING THE SERVICES, OF ANY USER. AS SUCH, TUTR EXPRESSLY DISCLAIMS, AND EACH USER EXPRESSLY RELEASES TUTR FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF USERS USING OR NOT USING THE SERVICES.

TUTR IS ONLY AN OPEN MARKETPLACE FOR THOSE SEEKING AND GIVING TUTORING SERVICES. USERS OF THE SERVICES INTERACT AND TRANACT BETWEEN THEMSELVES. TUTR IS NOT AND WILL NOT BE INVOLVED IN ANY USER INTERACTIONS. TUTR IS NOT RESPONSIBLE FOR DISPUTES, CLAIMS, LOSS, INJURY, OR DAMAGE OF ANY KIND THAT MIGHT ARISE DURING OR AFTER USER INTERACTIONS.

TUTR SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER (AKA. TUTORS), EVEN IF TUTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TUTR SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TUTR'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS (AKA TUTORS) PROVIDING TUTORING SERVICES MAY NOT BE FORMALLY EDUCATED, DEGREEED, ACCREDITED, PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TUTORING SERVICES WITH THIRD PARTY PROVIDERS (AKA. TUTORS), HOWEVER YOU AGREE THAT TUTR HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TUTORING SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IN NO EVENT WILL TUTR, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING

NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, TUTR'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON TUTR'S CHOICE OF LAW PROVISION SET FORTH BELOW.

INDEMNIFICATION AND RELEASE

You agree to release, indemnify and hold harmless TUTR, its affiliates, licensors and service providers and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including attorneys' fees) arising out of or relating to (i) your use of the Services or services or information obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) your User Contributions or TUTR's use of your User Content; or (iv) your interactions with other Users of the Services.

YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TUTR, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) ANY SERVICES ARRANGED BETWEEN A STUDENT AND TUTOR THROUGH THE USE OR ACCESS TO THE SERVICES; (B) ANY CLAIM OR DISPUTE THAT MAY ARISE BETWEEN YOU AND ANY OTHER USER, STUDENT, OR TUTOR; AND (C) USER REVIEWS OR COMMENTS MADE ABOUT YOU OR ANOTHER USER OR USERS THROUGH THE SERVICES.

ASSUMPTION OF RISK

You agree and understand that you assume all risks when using the Services, including without limitation any and all of the risks associated with any online or offline interactions with other Users, including, without limitation, any and all risks attending In-person tutoring sessions. You agree to take all necessary precautions, including without limitation following the recommendations set forth in TUTR's [Tutor and Student Safety Tips](#), when interacting with other users.

CHOICE OF LAW AND JURISDICTION

Except as set forth in the *Disputes; Mandatory Arbitration and Class Action Waiver* Section herein, all matters relating to the Services and these Terms and any dispute or claim

arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

Unless you and TUTR agree otherwise in writing, YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.

However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Alabamians to assert claims under Alabama law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in [Section 13 (Arbitration Section)] of these Terms, are only intended to specify the use of Alabama law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Alabama law to you if you do not otherwise reside in Alabama. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 13 or to any arbitrable disputes as defined therein. Instead, as described in Section 13, the Federal Arbitration Act shall apply to any such disputes.

DISPUTES; MANDATORY ARBITRATION AND CLASS ACTION WAIVER (“ARBITRATION AGREEMENT”)

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against TUTR on an individual basis in arbitration, as set forth in this Arbitration Agreement. YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. This will preclude you from bringing any class, collective, or representative action against TUTR, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against TUTR by someone else.

Agreement to Binding Arbitration Between You and TUTR.

You and TUTR agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and TUTR, and not in a court of law.

You acknowledge and agree that you and TUTR are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and TUTR otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and TUTR each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Alabama.

Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Alabama and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure.

Unless you and TUTR otherwise agree, resolution of any and all disputes will be conducted in Tuscaloosa County, Alabama, U.S.A., which shall have jurisdiction over such disputes and over Users, whether Students, Tutors or otherwise. **YOU WAIVE ANY AND ALL OBJECTIONS TO VENUE AND TO THE EXERCISE OF JURISDICTION OVER YOU.**

Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An

Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect.

Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

Changes.

Notwithstanding the provisions in Section 1 above, regarding consent to be bound by amendments to these Terms, if TUTR changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing TUTR written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o TUTR, L.L.C. or (b) by email from the email address associated with your Account to: admin@tutr.co In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and TUTR in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR TUTR'S SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

ASSIGNMENT; RELATIONSHIP.

You may not assign any rights or obligations under these Terms without TUTR's prior written approval. TUTR may assign its rights and obligations under these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of TUTR's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

No joint venture, partnership, employment, or agency relationship exists between you and TUTR as a result of these Terms, your Account, User Contribution, or your use of the Services,

whether as a Tutor, Student, or otherwise.

WAIVER AND SEVERABILITY

No waiver by TUTR of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TUTR to assert or enforce a right or provision under these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TUTR in writing.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. This provision shall not affect the Severability and Survival provisions with respect to the Arbitration Agreement which is part of these Terms.

ENTIRE AGREEMENT

The Terms, including our Privacy Policy and any other terms and conditions incorporated herein or therein by reference constitute the sole and entire agreement between you and TUTR with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

YOUR COMMENTS AND CONCERNS

The Services are operated by TUTR, L.L.C., 2606 8th Street, Tuscaloosa, AL 35401. All other feedback, comments, requests for technical support and other communications relating to the Services should be directed to: admin@tutr.co.