

TutorABC – Terms of Use

Last updated on May 22, 2023

These Terms of Use ("Terms") govern the access or use by you of applications, websites, blog, content and services, if applicable, the fee-based services therein (collectively and respectively referred to as the "Services") made available by TutorABC International Limited, and through the TutorABC's website and/or TutorABC mobile application (together "we", "our", "us", "TutorABC", or "TutorABC Platform") and its sales arm, It's a belle, LLC with office address 6421 N. Florida Ave, Suite D-1048, Tampa, FL 33604 United States

("D2D Tutor"). Please be advised that certain special features of the Service offered by TutorABC may have additional purchase or registration procedures and additional terms and conditions, terms of service, user agreement, service agreement or legal agreement, which may prevail over part or all these Terms.

Acceptance of the Terms

1. Acceptance of the Terms

- 1.1. By accessing or using the Services, you confirm that you can form, and have formed, a binding contract with us, that you accept these Terms and that you agree to comply with them, whether you are a "Visitor" (which means that you simply browse the TutorABC website) or you are a "Member" (which means that you have registered with TutorABC or D2D tutor). Your access to and use of the Services is also subject to our Privacy Policy, including any additional terms that are added to the Privacy Policy and made available to you from time to time.
- 1.2. The Services made available through the TutorABC Platform are available only to, and may only be used by, individuals who are 18 years and older, who can form legally binding contracts under applicable law. By creating an Account, you represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. TutorABC may, in its sole discretion, refuse to offer access to or use of the TutorABC Platform to any person or entity and change its eligibility criteria at any time, if

permitted by applicable law. Please take the time to read these Terms carefully. By clicking the relevant “Read and Agree” or “Agree” button, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, please don't access or use the Services. Before you continue, you shall print or save a local copy of these Terms for your records.

- 1.3. You are responsible for making all arrangements necessary for you to access or use the Services. If you have not obtained access to or use the Services through authorized means, we cannot guarantee that it can be used normally, and we will not be liable for any subsequent losses. In order to fully realize the functions of the Services, your equipment may require network access and you should check the software and hardware equipment required in the announcement on our website or in the member center before using the Services. You understand that you will be required to bear the expenses associated with your equipment and network access.

2. Changes to the Terms

We may amend these Terms from time to time. We will use commercially reasonable efforts to generally notify you of any material changes to these Terms, such as through a notice on the Services or an email. However, you should review the Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access to or use of the Services after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you should stop accessing or using the Services.

We reserve the right to change, amend, modify, add, update, or remove portions of the Service and the content at any time without prior notice to you and without liability to you or any third party. All changes shall be effective as of the posting of the change. If the need arises, we may suspend access to the Services or the D2D Tutor Platform or close it indefinitely. Any of the material and contents on the D2D Tutor Platform may be out of date at any given time, and we are under no obligation to update such material and content.

3. Privacy Policy

As noted above, your use of the D2D Tutor Platform is subject to our Privacy Policy, the terms of which are fully incorporated by reference into these Terms.

4. Intellectual Property Rights & Content

- 4.1. We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Services, you agree not to use the Services to infringe any intellectual property rights of D2D Tutor or other third parties. The works of authorship found on, within, or as part of the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.
- 4.2. As between you and us, all content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music on and "look and feel" of the Services, and all intellectual property rights related thereto (the "Content"), are either owned by us or licensed to us by our third party partners. Use of the Content or materials on the Services for any purpose not expressly permitted by these Terms is strictly prohibited. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any purpose whatsoever without our or, where applicable, our licensors' prior written consent. We and our licensors reserve all rights not expressly granted in and to their content.
- 4.3. Subject to these Terms, we grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Services, and to access the Content through your use of the Services, solely for your personal, noncommercial use, in accordance with these Terms, and applicable law, including any applicable intellectual property law. We reserve all rights not expressly granted herein in the Services, and the Content. You acknowledge and agree that we may terminate this license at any time for any reason or no reason.

- 4.4. You acknowledge and agree that all Sessions may be recorded by us for quality control and business purposes. Session recordings are considered proprietary and may be used at our sole discretion. All recordings, audio records, video images and/or teaching materials remain our property, and we own the intellectual property rights thereto. You are not allowed to broadcast, distribute, or disclose all or any of the recordings, audio recordings, and video images to the public or provide them to other third parties for use.
- 4.5. If you believe that your copyrighted work has been reproduced in a manner that constitutes copyright infringement and is accessible on the Services, please contact us.

5. Access and Interference

- 5.1. As a condition of your access to and use of the Services, you agree to the following rules :
- (1) You will use the Service only for lawful purposes and agree to not use the Service in any way that will infringe upon the use or rights of any other user. You are solely responsible for the substance of your communications and content through the Service.
 - (2) You shall abide by all applicable laws, regulations, the international usage practices and etiquette of the Internet, as well as these Terms.
 - (3) You will not interfere or attempt to interfere with the operation of the D2D Tutor Platform and Service in any way through any means or device including, but not limited to, launching a denial-of-service attack, spamming, hacking, or uploading computer viruses or time bombs.
 - (4) You will not upload, share, post, publish, distribute or otherwise partake in any behavior that is unlawful, threatening, harmful, vulgar, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), any personal information that is unnecessary to the use of our Service, or otherwise violates our rules or policies.

- (5) You will not upload, share, post, publish and distribute any copyrighted, trademarked, or proprietary materials on the Service without the expressed permission of the owner. You will not post any content that infringes on the reputation, privacy, patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party or are in danger of infringement.
- (6) You agree that you will not engage in any behavior that constitutes unauthorized or unsolicited advertising, political solicitations, religious propaganda, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- (7) You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.
- (8) You will not impersonate any person or entity, including any of our employees or representatives.
- (9) You shall not use D2D Tutor platform to collect, inquire, and obtain personal information of employees, teachers or other members, such as email addresses, Skype accounts, Facebook accounts, Line accounts, Wechat accounts, QQ accounts, finances, etc.
- (10) You shall not conduct private interactions with employees, teachers and other members that are not related to the purpose of learning services.
- (11) You shall not use public bidding, auction, or other means to rent, borrow or resell all or part of the Services or sessions.

5.2. D2D Tutor will have the right, but not the responsibility, to investigate and prosecute violations of any of the above to the fullest extent permitted by applicable law. D2D Tutor may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that D2D Tutor has no obligation to monitor your access to or use of the D2D Tutor Platform, the Services or to review or edit any content you provided, but has the right to do so for the purpose of operating the D2D Tutor

Platform and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. D2D Tutor reserves the right, at any time and without prior notice, to remove or disable access to any Content you provided that D2D Tutor , at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the D2D Tutor Platform or the Services.

6. Your Account

- 6.1. We may provide some feature through D2D Tutor Platform for unregistered users. However, most of features of our Service are only for the registered users, you are required to register and create an account in order to access or use certain features of the Services (“Account”). Information gathered through the registration process and information related to your Account will be subject to these Terms as well as to our "Privacy Policy". When creating an account, you must provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.
- 6.2. You can register to use the Service as a Member by logging into your Account using certain third party social networking sites (“SNS”) (including, but not limited to Facebook) via TutorABC Platform. When you register by logging into an SNS via our TutorABC Platform, we will obtain the Personal Information you have provided to that SNS (including, but not limited to your “real” name, profile picture, email address, list of SNS friends and any other information that you make available via the applicable SNS) from the Account you have with such SNS and use that information to create your Account and you will become a Member; the information we obtain may depend on the information you provide to the applicable SNS and/or the privacy settings you have set or applied with the applicable SNS.
- 6.3. It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that a third party knows your password or has accessed your account,

please contact us. You agree that you are solely responsible (to us and to other users) for activity that occurs under your account, and all D2D Tutor Account activities shall be taken as done by yourself, please do not let others use your D2D Tutor Account.

- 6.4. In our sole discretion, we may terminate your account, or modify, reclaim or remove any username associated with your account, for any reason (including for reasons related to unlawful or unauthorized usage). In this case, we are under no obligation to retain a record of your account or any data or information that you may have stored by means of the Account, except for required by mandatory law.

7. TutorABC Online Session Service

The materials and functionalities of TutorABC Online Session Service are available only through the purchase of the Language Learning Product ("Product"), including Package Product with fixed number of Sessions and fixed period. By purchasing the Product from us, our partners or agents, you agree to be bound to the following terms:

7.1. Billing Policies

- (1) All prices for Products offered on TutorABC platform will be displayed during the ordering process. The prices listed do not include any VAT and any other applicable taxes unless otherwise stated. You may incur additional charges for the use of debit or credit cards from your provider and such charges are in addition to the price listed. You are responsible for any charges associated with the connection to the TutorABC Platform and the Services.
- (2) TutorABC have the right to change the prices in effect at any time, upon reasonable notice posted on the TutorABC Platform, but this will not affect any confirmed purchases. TutorABC does not provide price protection or refunds in the event of a price drop or a promotional offering.

7.2. Refund Policy

- (1) Cooling-off period.

We offer you a cooling-off period of seven (7) days unless

otherwise stated. If you change your mind and cancel your purchase within seven (7) days of purchase, you can receive a full refund but only if you have not consumed any session. After the cooling-off period, all fees are non-refundable and non-transferable.

- (2) It can take up to 14 working days or more days to return to your credit card or bank account after the requested refund. The necessary or reasonable transaction fee will be deducted from your refund before you receive it.

7.3. Sessions Allocation

All Sessions of the Product purchased will be issued at once to your TutorABC Account after the payment is fully made. The Session used record will be subject to the Info of your TutorABC Account.

7.4. Sessions Consumption, Reservation and Cancellation

TutorABC shall deduct the number of Sessions of your Account according to the type of Session taken. And the usage rule of the Sessions is as below:

(1) Reservation:

You can reserve a live session according to the time list or the table of the courses. And except to the Lecture Theatre could be reserved 5 minutes in advance, other live sessions need to be reserved at least 4 hours before the session starts.

(2) Cancellation:

A. If you need to cancel a reserved live session, except to the Lecture Theatre could be cancelled 5 minutes before the session starts, you should cancel **at least 4 hours before the session starts**.

B. If you didn't cancel the reservation of a live session, the session will be deemed as a used session and the number of session will be deducted.

- (3) All Sessions are delivered on a "use them or lose them basis", this means that Sessions can only be used and consumed within the specified period stated in the Product. The Sessions haven't used by the end of the specified period will be invalid and cannot

be refunded and transferred.

7.5. Other General Member Terms

- (1) All Sessions shall be recorded by TutorABC for quality control and business purposes. Sessions recordings are considered proprietary, and may be used at the sole discretion of TutorABC . All recordings, audio records, video images and/or teaching materials remain the property of TutorABC with TutorABC owning the intellectual property rights thereto.
- (2) TutorABC reserves the right to arrange the number of students who join the same Session as long as it does not exceed the maximum number agreed on the Product.

8. Disclaimer of Warranty and Limited Liability

- 8.1. You acknowledge and agree that your use of the Services is at your own risk, that any material and/or data downloaded or otherwise obtained through the use of our Service or from other parties' web sites accessed via the Service is at your own discretion and risk, and that you will be responsible for any damage or loss of data to your computer system. . We provide, and you accept, use of the Services on an "AS IS" and "as available" basis, without warranty of any kind. Without limiting the foregoing, we hereby disclaim all warranties and conditions, express or implied, of merchantability, non-interference with or non-infringement of any intellectual property rights, fitness for a particular purpose, title, and data loss. We makes no warranty or representations about availability, suitability, accuracy, reliability, timeliness, quality or content in or linked to Services. We also make no representations, warranties, or guarantees in relation to the actions or omissions of clients or other third-party, and expressly disclaim all liability for any act or omission by you, clients, or other third-party.
- 8.2. D2D Tutor makes no warranty that any computer or other device will be compatible with the Service. You should ensure that your computer or other device will function correctly with the Service.
- 8.3. Under no circumstances shall D2D Tutor or its affiliates be liable for any unauthorized use of any Content, or any use of the service to develop, distribute, or use any material that is defamatory, slanderous,

libelous or obscene, that portrays any person falsely, that constitutes an invasion of any right to privacy or an infringement of any right to publicity, that violates or infringes any third party's rights or that violates any foreign, federal, state or local laws or regulations.

8.4. Subject to our Privacy Policy, D2D Tutor or third parties may, from time to time, send email messages to you containing ads, promotions, etc. regarding the goods or services provided by the third parties. D2D Tutor makes no representations about either the content of those email messages or the goods or services offered in those messages. You agree that D2D Tutor shall not have any liability with respect to such content or messages.

8.5. IN NO EVENT WILL D2D TUTOR, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, OR THESE TERMS, HOWEVER ARISING, INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. Liability of Users/ Members

9.1. Any violation of these Terms may cause the suspension of the Services or the termination of the Services Agreement between D2D Tutor and or TutorABC and the Member. The member may not request the refund or compensation. Any obligations between the third party and the Member have nothing to do with D2D Tutor.

- 9.2. You agree to defend, indemnify and hold harmless D2D Tutor and our affiliates, suppliers, directors, and employees against any and all claims, losses, damages, liabilities, deficiencies, judgments, assessments, fines, costs (including, but not limited to, attorneys' fees) and other expenses and/or costs (including reasonable attorneys' fees) arising from or relating to your use of the Services, or any breach by you of these Terms, your violation of these Terms, the D2D Tutor Agreements, or your infringement or infringement by any other user of your Account of any intellectual property or other right of any person or entity and you agree to reimburse D2D Tutor on demand for any losses, costs or expenses they incur therefrom.
- 9.3. Any unauthorized use of the Services and any technology contained therein would result in irreparable injury to D2D Tutor for which money damages would be inadequate. D2D Tutor shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you and to prevent any unauthorized use. Nothing contained in this Section or elsewhere in Terms of Service shall be construed to limit remedies available pursuant to statutory or other claims that D2D Tutor may have under separate legal authority. You agree that your cancellation of your account is your sole right and remedy with respect to any dispute with D2D Tutor .
- 9.4. If D2D Tutor receives a notice alleging that you have engaged in behavior that infringes any of D2D Tutor or its affiliates or a third party's intellectual property rights or reasonably suspects the same, D2D Tutor may suspend or terminate your access to the Service without notice to you. If D2D Tutor takes action under this Section, it shall have no liability or responsibility to you, including for any amounts that you have previously paid or any credits that you have on the Service.

10. Third-Party Websites

The Services may contain links to websites or application that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third-Party Websites"). D2D Tutor does not review, monitor,

operate and/or control the Third-Party Websites and D2D Tutor makes no guarantees, representations and/or warranties as to, and shall have no liability for, the content available on or through and/or the functioning of the Third-Party Websites. By providing access to Third-Party Websites, D2D Tutor is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. Your access and/or use of the Third-Party Websites, including providing information, materials and/or other content to the Third-Party Websites, is entirely at your own risk. D2D Tutor reserves the right to discontinue links to any Third-Party Websites at any time and for any reason, without notice.

11. Other Terms

11.1. **Governing Law.** Unless otherwise agreed or required by mandatory law, these Terms shall be governed by and construed in accordance with the laws of Hillsborough County in the State of Florida, without regard to choice or conflicts of law principles. For users residing outside of the United States, any claim or dispute with D2D Tutor or any affiliate or arising out of or relating to these Terms of Service, the Services, or your use of any of the foregoing will be brought in an appropriate court located in Hong Kong on an individual basis. For users located in the United States any claim or dispute with D2D Tutor or any affiliate or arising out of or relating to these Terms of Service, the Services, or your use of any of the foregoing will be brought in an appropriate court located in Hillsborough County in the State of Florida on an individual basis. You agree to submit to the exclusive jurisdiction and venue of these courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The parties shall not raise, in connection therewith, and hereby waive trial by jury and/or any defense based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process, or the like in any such action or suit. If you would like to bring a matter to our attention, please contact us. **No Waiver.** Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

11.2. **Security.** We do not guarantee that the Services will be secure or free

from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access the Services. You should use your own virus protection software.

11.3. Severability. If any provision of these Terms is held to be invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

11.4. Interpretation. Headings and the contents page in these Terms are included for convenience purposes only and shall not affect the interpretation of these Terms.