

Privacy Policy

Statement of policy

These terms of Use were last updated on April 17, 2022.

It's a belle, LLC with registered address 6421 N. Florida Ave, D-1048 Tampa, FL 33604 United States("D2D Tutor"), as a sales partner of TutorABC International Limited ("TutorABC"), values the privacy of its users and visitors ("you" or "your") of the TutorABC Platform. D2D Tutor will also be holding students' information which will be shared back by TutorABC to D2D Tutor. For the purposes of GDPR, the data controller of your personal data (including "personal information") is TutorABC International Limited, whose registered address is Flat 01-02, 20/F, Valley Center, 80-82 Morrison Hill Road, Wan Chai, Hong Kong.

Both D2D Tutor and TutorABC ("we", "us" or "our") will collect, use, disclose or otherwise process your personal data in accordance with their respective privacy policies. Please read them carefully before sharing your personal data with either D2D Tutor or TutorABC.

If you are not located in the UK or the EU or any other jurisdiction where processing of personal data is pursuant to legitimate interests, both D2D Tutor and TutorABC will only collect, use, disclose or otherwise process your personal data with your consent or as authorized or required by applicable law. By clicking the relevant "AGREE" button or checkbox, using the TutorABC Platform or D2D Tutor Platform, or otherwise providing personal data, you agree that both D2D Tutor and TutorABC may collect, use, disclose, store or otherwise process your personal data in accordance with their respective privacy policies.

Statement of practices

1. Collecting personal data

1.1 Personal data we collect from you

When you create an account on the TutorABC Platform and apply to be a student of their Platform, you will be required to provide your name, gender, birthday, nationality, spoken languages, occupation, ages, phone number, mobile, email address, current country of residence, education history, password, credit card numbers, and self-introduction and any other information you may provide in connection with your application. Additionally, as D2D Tutor is a sales partner of TutorABC International Limited, D2D Tutor will also be holding the students' information which will be shared

back by TutorABC to D2D Tutor. We may also collect special categories of personal data (known as sensitive personal data or special personal information in some jurisdictions), including your voice, speech patterns, mannerisms and facial images. In some jurisdictions where applicable under data protection laws, our collection of such data is subject to us having lawful bases for processing such data. Please see Appendix A below for further information. You do not have to provide personal data to us, but if you choose not to provide personal data indicated as mandatory (e.g. on our application form), we may not be able to provide our services or otherwise engage or communicate with you. If you are a California resident, please also refer to Appendix C.

1.2 Personal data we collect about you

1.2.1 Session records If you attend any online session via the TutorABC Platform, we may record all or part of such sessions. You can choose whether or not to open your cameras or microphones. In consideration of the interactive nature of online sessions, we suggest you at least open the microphones to talk with teachers.

1.2.2 Recordings and content If and to the extent permitted by applicable law, they may collect recordings and content from you if you require troubleshooting support on live chats and/or emails.

1.2.3 Log records When you log into the TutorABC Platform, we automatically receive and record information from your device, including device ID or IP address, and account's log information, such as the applications from which you entered the TutorABC Platform, the applications to which you head when you leave the TutorABC Platform, the amount of time you spend on the TutorABC Platform, as well as your behaviors on the TutorABC Platform.

1.2.4 Cookies

When you visit the D2D Tutor and or the TutorABC Platform, we may use cookies to collect the details of your visits, and to distinguish you from other users of the D2D Tutor and or the TutorABC Platform. A cookie is a small file containing a string of characters that is sent to your computer or mobile device when you visit a website or an application. When you visit the website or application again, the cookie allows that website or application to recognize your web browser. Most web browsers can be set to disable the use of cookies. However, if you disable cookies, you may not be able to access the functionalities on the D2D Tutor and or the TutorABC Platform correctly or at all. For detailed information on the cookies we use, the purposes for which we use them, and how you can exercise your choices regarding our use of your cookies, please see Appendix B below.

1.2.5 Other sources We may also collect your personal data from:

Third-party social media platforms (e.g., through Facebook or Google sign-in functions) or hardware/software functions;

Our marketing agency partners in some local jurisdictions (where applicable); and

Your family and friends through our "Referral" function on the D2D Tutor and or the TutorABC Platform.

As D2D Tutor is a sales partner of TutorABC International Limited, D2D Tutor may also collect your personal data as described in this Privacy Policy. TutorABC may share your personal data with D2D Tutor.

2. Using your personal data

We will use and otherwise process your personal data for the following business and commercial purposes:

2.1 Application processing

Process your application as a student;
Verify your identity;

2.2 Managing your service contract

Managing and administering your service contract, including without limitation arranging class scheduling, feedback and payment for your services; Display your profile, learning history and language proficiency to teachers you may learn from via our platform; Facilitate classes with students you may learn with via, or users of, our services and platforms. This may include providing recorded tutoring sessions to users; and Update your profile when requested by you or otherwise required by applicable law.

2.3 Communications, marketing and advertising

Communicate with you in respect of the services we provide via the D2D Tutor platform or when you otherwise enter into contract with us via the D2D Tutor and or the TutorABC platform; Send you communications (including personalized content, but other than by way of unsolicited electronic communications where we are required to obtain your consent in terms of applicable laws) from or about us or our affiliates in relation to our products and services (including but not limited to newsletters, events, announcements and updates); Send you communications by unsolicited electronic communications from or about us or our affiliates in relation to our products and services (including but not limited to events, announcements and updates). Where required under applicable laws, we will give you the opportunity to specifically consent to the receipt of such communications at the point that you register to use the Tutor platform and on each occasion thereafter that you receive such communications by electronic communications from or about us or our affiliates. Should you already be considered an existing user of D2D Tutor who receives such communications by

unsolicited electronic communications from us in relation to the same or similar products and services, we will give you the opportunity to opt-out of the communications on each occasion thereafter that you receive communications from or about us. You can also change your preferences at any stage by contacting us. If you are resident in the US, please note that it may take up to ten (10) business days for us to process opt-out requests; and Enable selected third parties to send marketing communications (and where required by applicable laws, only with your consent) which are related to their products or services which we think may be of interest to you.

2.4 Management of the D2D Tutor platform

Enable us to operate the D2D Tutor platform; Check whether your devices meet the technical and operational requirements of the D2D Tutor platform; Carry out support and maintenance functions; Provide you with necessary assistance in case of any technical issues; Conduct data analysis and research; Further develop and enhance the functionality and features of the D2D Tutor platform; and Deploy security measures for the D2D Tutor platform.

2.5 Business Operations

Carry out our internal business functions such as quality control, teachers headcount planning, reporting management; Carry out data migration activities where required for internal operation purposes; Protect our intellectual property and other rights; Enforce our internal policies and/or contractual rights; Conduct necessary investigations and suspend or terminate actions; and In the context of any merger, sale or acquisition of a company or business in which we (or any of our affiliates) are involved and in order to manage such transaction.

2.6 Compliance purpose

- Comply with applicable laws, regulations, legal process (such as a court order or subpoena), governmental request, our internal policies and procedures, and other ethics, anti-corruption and compliance reporting tools;
- Protect our legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, health and safety compliance, regulatory, investigative, grievance and remedy purposes;
- Detect, prevent or address fraud, security or technical issues; and
- Protect us and you, and our, your or others' rights, property or safety, or the public against harm, as required or permitted by law. We will use and otherwise process your special categories of personal data for the following purpose:
- Verify your identity; and
- Detect potential imposters or fraudsters who may be using our services and platforms fraudulently or illegally

2.6 Compliance purpose

- Comply with applicable laws, regulations, legal process (such as a court order or subpoena), governmental request, our internal policies and procedures, and other ethics, anti-corruption and compliance reporting tools;
- Protect our legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, health and safety compliance, regulatory, investigative, grievance and remedy purposes;
- Detect, prevent or address fraud, security or technical issues; and
- Protect us and you, and our, your or others' rights, property or safety, or the public against harm, as required or permitted by law. We will use and otherwise process your special categories of personal data for the following purpose:
- Verify your identity; and
- Detect potential imposters or fraudsters who may be using our services and platforms fraudulently or illegally.

3. Sharing your personal data

At D2D Tutor, we may share some or all of your personal data with the following: affiliates within the TutorABC group of companies, including (but not limited to) TutorABC Inc. and TutorABC Global Limited (collectively, "Affiliates"); students you may learn with via, and users of, our services and platforms; our (and/or TutorABC Affiliates') service providers who support our provision and promotion of the TutorABC Platform, our services and our business, such as providers of IT and analytics services, software development kits, payment services, insurance, certification services and training, and our professional advisors (such as lawyers and accountants); Government, enforcement or regulatory authorities in any applicable jurisdiction; outside parties involved in a merger, acquisition or due diligence exercise; and anyone you authorise.

4. International data transfers

In order for D2D Tutor to operate its Platform and to provide our services, we may need to transfer your personal data to locations outside the jurisdiction in which you live, including but not limited to Hong Kong SAR, Taiwan and the United States of America. These jurisdictions may not provide a level of protection consistent with the laws and regulations of the jurisdiction in which you live. If that is the case, we will put in place reasonable measures to ensure that your personal data will be protected to a standard that is comparable to those laws and will comply with applicable data protection laws in relation to the transborder flows of personal data. Your personal data may therefore be accessible to law enforcement and/or regulatory authorities in such foreign jurisdictions according to the applicable laws of such jurisdictions. If you are based in the UK or the EU, we will only transfer your personal data out of the UK or the European Economic Area ("EEA") (as the case may be) if:

the destination jurisdiction has been deemed to provide an adequate level of protection

for personal data by the European Commission; or

where legally required, we enter into data transfer arrangements based on the European Commission's Standard Contractual Clauses or equivalent means required by applicable laws. You are entitled to receive a copy of any documentation showing that appropriate safeguards have been taken to protect your personal data regarding the disclosures and transfers mentioned by making a request (see contact us).

Where South African data protection laws apply, to the extent that we transfer any special personal data or personal data relating to children to third parties located in jurisdictions that do not have adequate data protection laws as provided for under the jurisdiction in which you live, we shall do so only with the requisite prior authorisation of the data protection authority, in circumstances where required.

5. Retaining your personal data

It is important to let us know if there are changes to your personal data (e.g. if you move house). Please see contact us . We keep personal data of applicants during the application process, and for two years afterwards for unsuccessful applicants or for such longer period as may be permitted or required by applicable law. We keep personal data of students for the duration of the service contract and thereafter for as long as is necessary for the purposes for which the personal data was collected or used or for such longer period as may be permitted or required by applicable law. We keep personal data of other users of the D2D Tutor Platform for as long as is necessary for the purposes for which it was collected and used (or a directly related purpose) or for such longer period as may be permitted or required by applicable law

6. Security

D2D Tutor is committed to ensuring that any personal data provided to us is secure, and we have implemented appropriate measures to safeguard such information from unauthorized access, improper use or disclosure, unauthorized modification, and unlawful destruction or accidental loss. However, it is important to note that no data security measures can guarantee complete security.

7. Automated Decision-Making

D2D Tutor may use automated decision-making processes in certain circumstances, such as when it is authorized by law, when explicit consent has been provided by the user, or when it is necessary for the performance of a contract. Users have the right to request a manual decision-making process, express their opinions, or contest decisions made solely based on automated processing, including profiling, if such a decision would have legal effects or similarly significantly affect them.

8. Links to Other Websites

The D2D Tutor Platform may contain links to other websites whose privacy practices may differ from ours. Users are advised to review the privacy policies of these third-party websites as we do not have control over the information that is submitted to or collected by these sites.

9. Referral of friends

If you choose to refer a friend or family member to the TutorABC Platform or otherwise to us, for example by providing their email address to us, you must provide them with a copy of this Privacy Policy before providing their personal data to us. You hereby confirm that you have obtained their consent to share their personal data with us.

10. California's "Shine the Light" law (Cal. Civ. Code § 1798.83)

California residents who provide us their personal information are entitled to request and obtain from us, free of charge, information about the personal information (if any) we have shared with third parties for their own direct marketing use; such requests may be made once per calendar year for information about any relevant third party sharing in the prior calendar year (so, requests submitted in 2020 would be applicable to relevant disclosures (if any) in 2019). If you are a California resident and would like to make such a request, please contact us , using the subject line "Request for California Privacy Information." In your request, please attest to the fact that you are a California resident and provide a current California address. We will reply to valid requests by sending a response to the email address from which you submitted your request. Please note that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing and the relevant details required by the Shine the Light law will be included in our response.

11. Children

Our Services are not targeted to children (under eighteen (18) years of age or, in the US, under thirteen (13) years of age) and we do not knowingly collect personal information from children. If we discover that a child has provided us with personal information, we will promptly delete such personal information from our systems.

12. Your data subject rights

You may have the following rights in relation to the personal data we hold about you, and we will respond to such requests, in accordance with applicable laws: right to access your personal data, and in some cases information about how your personal data has been used; right to correct your personal data; right to withdraw consent to processing of your personal data; right to erase or delete your personal data in certain circumstances; right to restrict or object to processing of your personal data in certain circumstances; right to data portability; right to opt-out of sale of your personal data; and right to lodge a complaint with the relevant supervisory authority.

13. Contact us

If you have any questions about this Privacy Policy or want to exercise your rights set out in Privacy Policy, please contact us at contact@d2dtutor.com

D2D Tutor is committed to keeping your personal data secure and we have implemented measures to protect the personal data that we have under our control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. However, no data security measures can guarantee security. We may use automated decision-making, if it is authorized by legislation, if you have provided an explicit consent or if it is necessary for the performance of a contract. You can always request a manual decision-making process instead, express your opinion or contest decision based solely on automated processing, including profiling, if such a decision would produce legal effects or otherwise similarly significantly affect you. The D2D Tutor Platform may contain links to other sites whose information practices may be different from ours. You should consult the other sites' privacy notices as we have no control over information that is submitted to, or collected by, these third parties.

14. Changes to this Privacy Policy

D2D Tutor may make changes to this Privacy Policy from time to time. Where it is practicable, we will notify you by email of any material changes, and we will obtain your consent to such changes if required to do so by applicable law. However, we encourage you to review this Privacy Policy periodically to be informed on how we use your personal data.

15. For California Residents

If you are a California Resident, the following section also applies:

The information in this Privacy Policy (including Appendix C) is intended to provide an overall description of our collection and use of personal information about you. Also, in some cases (such as where required by law), we ask for your consent or give you certain choices prior to collecting or using certain personal information. In this section and in Appendix C, "personal information" is any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident or household.

CONSENT (if you are not resident in the UK or the EU)

By using this website, you hereby consent to the collection, use, disclosure and other processing (including, without limitation, direct marketing communications and overseas

data transfers) of your personal data (including where applicable your sensitive personal data, if any) by D2D Tutor as described in detail in our Privacy Policy.

By using this website, you hereby consent to receipt of direct marketing of goods or services to be marketed by means of electronic communications by D2D Tutor as described in detail in our Privacy Policy.

CONSENT LANGUAGE FOR BIOMETRIC DATA (if you are resident of Illinois, Washington and Texas)

By clicking the "Allow" button, you understand and agree that TutorABC may record your voice patterns and image and store your facial geometry for the purposes of matching your facial features against your photo ID for identity verification and validation purposes. We will disclose your biometric data to our vendors (if any) who assist us in operating the TutorABC Platform and may also disclose such data to other parties to protect our rights and interests and the rights and interests of other persons, or otherwise with your permission. We will retain your voice recordings and facial geometry data until, and will request that our vendors permanently destroy such data when, the first of the following occurs: (a) the initial purpose for collecting or obtaining such data has been satisfied, or (b) within 3 years of your last interaction with us. You may withdraw your consent at any time by contacting us as set forth in our Privacy Policy.

APPENDIX A LAWFUL BASIS OF PROCESSING

1. Purpose for processing: Application processing Process your application as a student.

The lawful basis we rely on:

Some of this processing is necessary for taking steps at your request to enter into a contract with TutorABC.

Additional processing is necessary for the purpose of the legitimate interests pursued by TutorABC, which includes fully assessing students to ensure the selection of suitable and appropriate tutors.

TutorABC, aims to arrange the best suitable teachers to students, contributing to meeting our business objectives, maintaining our reputation, and attracting students interested in learning.

To the extent that there is any processing of special personal information for purposes of the application processing, TutorABC will rely on your consent in circumstances where required by applicable laws.

2. Purpose for processing: Providing service contract

Providing contracts of online learning and preparing to learn with us.

The lawful basis we rely on: Some of this processing is necessary for compliance with legal obligations to which TutorABC is subject, including the requirement to issue written particulars or terms of online learning.

Additional processing is necessary to take steps to enter into the contract between you and TutorABC and to perform that contract.

To the extent that there is any processing of special personal information for purposes of the contract and online learning process, and such processing is not necessary for the establishment, exercise, or defense by TutorABC of a right or obligation in law, we will rely on your consent in circumstances where required by applicable laws.

3. Purpose for processing: Managing service contract

Managing and administering your contract, including without limitation arranging class scheduling, feedback and payment for your services;

Displaying your profile, learning experience, and language proficiency to teachers you may learn from via our services and platforms;

Facilitating classes with teachers you may learn from or users of our services and platforms;

Updating your profile when requested by you or otherwise required by applicable law; and

We will use and otherwise process your special categories of personal data for the following purpose:

Verify your identity; Detect potential imposters or fraudsters who may be using our services and platforms fraudulently or illegally; Where applicable, display your photograph and facial images on your profile.

The lawful basis we rely on:

Some of the processing is necessary to perform the contract between you and TutorABC to ensure that you carry out your obligations or execute your rights under your contract.

Further processing is necessary for the purpose of the legitimate interests pursued by D2D Tutor, as the sales arm of TutorABC.

D2D Tutor has a legitimate interest in contributing to appropriate business protection by ensuring that students can be identified and to prevent imposters posing as approved students.

It also includes facilitating, controlling, and restricting access to the TutorABC Platform and other TutorABC systems. To be effective, these must be monitored and kept up to date.

To the extent that there is any processing of special personal information for purposes of managing your contract, including the display of photographic and facial images, we will rely on your consent in circumstances where required by applicable laws.

In addition to our legitimate interests, where reliance on such lawful basis is permitted by applicable laws, any processing of special categories of personal data for identification and detecting imposters or fraudsters will be carried out based on your explicit consent. Alternative verification mechanisms may be provided where these would achieve similar standards of verification and authentication.

4 Purpose for processing:

Communications, marketing and advertising We will use your data to communicate with you regarding the services we provide through the TutorABC Platform, or when you learn with us through the TutorABC Platform.

We may also send you marketing communications or advertisements from ourselves or our Affiliates about our products and services (including but not limited to newsletters, events, and promotions), and enable selected third parties to send marketing communications about their products or services, which we think may interest you.

The lawful basis we rely on: We will use your data to communicate with you to comply with the legal obligations that TutorABC is subject to, including communication about processes governed by laws.

Additional processing is necessary to perform the contract between you and TutorABC. Communication is essential to operate your contract.

We will also use your data for the legitimate interests of TutorABC in managing and operating its business, including maintaining effective communication with students operationally and in relation to their terms and conditions of contract.

Marketing communications will be sent in our legitimate interests or with your consent, where required by applicable laws.

5. Purpose for processing: Management of the D2D Tutor Platform

We will use your data to operate the D2D Tutor Platform, carry out support and maintenance functions, provide you with necessary assistance in case of any technical issues, conduct data analysis and research, further develop and enhance the functionality and features of the D2D Tutor Platform, and deploy security measures for the D2D Tutor Platform.

The lawful basis we rely on: Some of this processing is necessary to meet D2D Tutor's contractual obligations to provide you with tools and support in the provision of the services.

We will also use your data for the legitimate interests of D2D Tutor in ensuring that the D2D Tutor Platform meets and operates to market standards for the provision of its services to Members.

6. Purpose for processing: Business Operations

Protect our intellectual property and other rights;

Enforce our internal policies and/or contractual rights; and

Conduct necessary investigations and suspend or terminate actions.

The lawful basis we rely on:

Some of this processing is necessary for the compliance with legal obligations to which D2D Tutor is subject including statutory reporting obligations and corporate governance requirements.

Additional processing is necessary for the purpose of the legitimate interests pursued by D2D Tutor.

D2D Tutor has a legitimate interest in managing and operating its business, ensuring appropriate governance and controls are in place and to measure and report on financial management and business performance.

This includes appropriate preparation of management information reports; financial accounts; reporting for internal and external governance; and liaising with third parties such as investors or finance providers.

D2D Tutor also has a legitimate interest in ensuring that its business, Members, students and systems are protected.

While we engage in management procedures with a view to addressing and resolving concerns we also need to ensure that any ultimate decision to bring your contract to an end is fair and lawful. This processing is necessary to perform the contract between you and D2D Tutor where we have committed to comply with certain procedures as part of your terms and conditions of contract.

D2D Tutor has a legitimate interest in managing its student pool and operating its business. This includes putting in place appropriate policies and procedures for

students and taking action if they are not complied with. It also includes addressing student concerns and issues, resolving the same and complying with our policies and procedures.

These activities support business continuity and are important to support the D2D Tutor long-term business goals and outcomes.

To the extent that there is any processing of special personal information for business operational purposes, and such processing is not necessary for the establishment, exercise or defence by D2D Tutor of a right or obligation in law, we will rely on your consent in circumstances where required by applicable laws.

7.Purpose for processing: Compliance purpose

Comply with applicable laws, regulations, legal process (such as a court order or subpoena), governmental request, our internal policies and procedures, and other ethics, anti-corruption and compliance reporting tools;

Protect our legitimate business interests and legal rights, including, but not limited to, use in connection with legal claims, health and safety compliance, regulatory, investigative, grievance and remedy purposes;

Detect, prevent or address fraud, security or technical issues; and

Protect us and you, and our, your or others' rights, property or safety, or the public against harm, as required or permitted by law.

The lawful basis we rely on:

This processing is necessary for the compliance with legal obligations to which D2D Tutor is subject where there is a legal obligation to disclose information or a court or other legal order to provide information is place.

Where not legally required, processing is necessary for the purpose of the legitimate interests pursued by D2D Tutor.

D2D Tutor has a legitimate interest in co-operating with relevant authorities, government bodies or regulators for the provision of information where appropriate.

D2D Tutor wishes to maintain its reputation as a good corporate citizen and to act ethically and appropriately in all the jurisdictions in which it does business.

D2D Tutor has a legitimate interest in protecting its organisation from breaches of legal obligations owed to it and defending itself against litigation. This is necessary to ensure that our legal rights and interests are protected appropriately, to protect our reputation and to protect us from other damage or loss.

To the extent that there is any processing of special personal information for general compliance purposes, and such processing is not necessary for the establishment,

exercise or defence by D2D Tutor of a right or obligation in law, we will rely on your consent in circumstances where required by applicable laws.

This encourages compliance and high standard of business practice and protects our reputation. This supports our immediate and long-term business goals and outcomes.

8. Purpose for processing:

Safety, security and preventing and detecting inappropriate or unlawful activities

Safety and security; satisfying the Company's regulatory or other obligations to supervise users; and preventing, detecting and investigating a wide range of activities and behaviors and liaising with regulatory authorities.

The lawful basis we rely on:

Some of this processing is necessary for the purpose of the legitimate interests pursued by D2D Tutor.

D2D Tutor has a legitimate interest in ensuring that its business, Members, employees and systems are protected and that action is taken to mitigate risk and to prevent and detect matters which may put D2D Tutor or its business or stakeholders at risk.

This includes carrying out risk assessments; detecting and preventing crimes or criminal activity or other unlawful or unethical activity; ensuring that only appropriate users are engaged in our platform; and ensuring compliance with other legal or regulatory requirements placed upon us or related official guidance.

To the extent that there is any processing of identifiable special personal information for safety and security purposes and for the prevention and detection of inappropriate or unlawful activities, and such processing is not necessary for the establishment, exercise or defence by D2D Tutor of a right or obligation in law, we will rely on your consent in circumstances where required by applicable laws.

9. Purpose for processing: Sharing your personal data

We may share your personal data with the following:

affiliates within the TutorABC group of companies,

students you may learn with via, and users of, our services and platforms;

our (and/or our Affiliates') service providers who support our provision of the D2D Tutor Platform, our services and our business;

Government, enforcement or regulatory authorities in any applicable jurisdiction;

outside parties involved in a merger, acquisition or due diligence exercise; and

anyone you authorize.

The lawful basis we rely on:

D2D Tutor has a legitimate interest in ensuring that it can engage with suppliers effectively and that suppliers can access the information they need to provide the service for which they have been engaged.

Effective communication with and engagement of suppliers is important for business continuity and improvement.

D2D Tutor has a legitimate interest in providing tutoring packages, which may include recording of tutoring sessions to students. Note that our Members also have legitimate interest in retaining such packages.

Some of this processing is necessary for the compliance with legal obligations to which D2D Tutor is subject.

Additional processing is necessary for the purpose of the legitimate interests pursued by D2D Tutor.

D2D Tutor has a legitimate interest in managing its business operations in the most effective way. D2D Tutor needs to make decisions relating to the future of its business in order to preserve its business operations, grow its business or maximise efficiency and effectiveness.

In the event that D2D Tutor makes a decision to outsource a function or acquire or transfer a business or part of a business D2D Tutor and the third party with whom D2D Tutor is seeking to transact each have a legitimate interest in ensuring that the workforce, employee costs and liabilities are sufficiently understood prior to committing to the transaction and to ensure a smooth transition of employees if a transaction goes ahead.

To the extent that there is any disclosure or sharing of special personal information with third parties, we will rely on your consent to such disclosure and sharing of personal data in circumstances where required by applicable laws.

APPENDIX B

COOKIES POLICY

1. Introduction

1-1. D2D Tutor ("we", "our" or "us") uses cookies on the D2D Tutor website and/or D2D Tutor mobile application (together, "D2D Tutor Platform"). The information set out in this policy is provided in addition to our privacy policy ("Privacy Policy"), and should be read alongside our Privacy Policy.

1-2. Cookies are small text files that are placed on your computer or mobile device by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide web services and functionalities for users. For example, they enable you to improve your experience on the D2D Tutor Platform and enable the D2D Tutor Platform to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the D2D Tutor Platform or browse from one page to another.

1-3. You do not need to have cookies turned on to visit most of the D2D Tutor Platform. However, having cookies switched on should allow for a smoother and more tailored browsing experience, and is required for certain parts of the D2D Tutor Platform's functionality. In the majority of cases, a cookie does not provide us with any personal information.

1-3-1. Types of cookies

Cookies may be either "persistent" cookies or "session" cookies. The D2D Tutor Platform uses both persistent and session cookies.

A persistent cookie consists of a text file sent by a web server to a web browser, which allows us to collect and analyze (on an anonymous basis) traffic and use of the D2D Tutor Platform, monitor the system and improve operating performance, for example, store your preferences to enhance your subsequent visits. It will not be automatically deleted when the browser is closed but is stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date).

A session cookie is essential to ensure the correct functioning of the D2D Tutor Platform and is used to manage registration/login and access to reserved features. It is stored temporarily during a browsing session will expire at the end of the user session, when the web browser is closed. This D2D Tutor Platform uses both persistent and session cookies.

1-3-2. Other tracking technologies

Clear GIFs, pixel tags and other technologies. Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with the D2D Tutor Platform and services to, among other things, track the activities of visitors and users of D2D Tutor Platform, help us manage content, and compile statistics about usage of D2D Tutor Platform. We and our third party service providers also use clear GIFs in HTML emails to our customers, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Local Storage Objects. We may use Flash Local Storage Objects ("Flash LSOs") to store your preferences on D2D Tutor Platform and to personalize your visit. Flash

LSOs are different from browser cookies because of the amount and type of data stored. Typically, you cannot control, delete, or disable the acceptance of Flash LSOs through your web browser. For more information on Flash LSOs, or to learn how to manage your settings for Flash LSOs, go to the Adobe Flash Player Help Page, choose "Global Storage Settings Panel" and follow the instructions. To see the Flash LSOs currently on your computer, choose "Website Storage Settings Panel" and follow the instructions to review and, if you choose, to delete any specific Flash LSO. Third Party Ad Networks. We use third parties such as network advertisers to serve advertisements on D2D Tutor Platform, third-party websites or other media (e.g., social networking platforms). This enables these third parties to target advertisements to you for products and services in which you might be interested. Third-party ad network providers, advertisers, sponsors and/or traffic measurement services may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you. These third-party cookies and other technologies are governed by each third party's specific privacy or cookies policy, not this one.

1-3-3. Our use of cookies

We do not automatically capture or store personal information from browsers to the D2D Tutor Platform, other than to log your IP address (which in certain circumstances will be your personal data) and session information such as the duration of the visit to our site and the nature of the browser used. This information is used only for administration of the D2D Tutor Platform and in the compilation of statistics which we use for analysis in order to improve the D2D Tutor Platform and understand in general terms who uses our Website.

Cookies may be required to allow you to access and participate in certain areas of the D2D Tutor Platform. Once you have closed your browser, this type of cookie is deactivated. Like all cookies, you are able to remove or block particular cookies at any time (see below).

1-3-4. Your cookie choices

The majority of browsers will allow you to alter the settings used for cookies and to disable and enable them as you require.

You can reject all cookies (except strictly necessary cookies) in case you prefer not to receive them, and you can have your computer warn you whenever cookies are being used. You can delete the cookies that are already on your computer and you can set your browser to prevent them from being placed. Disabling cookies may, however, prevent some web services (including on D2D Tutor Platform) from working correctly. Please be aware that when you have set your computer to reject cookies, it can limit the functionality of the D2D Tutor Platform and it is possible then that you will not have access to some of the features on the D2D Tutor Platform.

To disable cookies, or to receive a warning whenever cookies are being used, you have to adjust your browser settings. You can adjust your browser settings to delete certain cookies. Visit the "help" section of your browser for how to manage your cookie settings, or follow the links below:

Internet Explorer: <http://support.microsoft.com/gp/cookies/en>

Mozilla Firefox: <http://support.mozilla.com/en-US/kb/Cookies>

Google Chrome:

<http://www.google.com/support/chrome/bin/answer.py?hl=en&answer=95647>

Safari: <http://support.apple.com/kb/PH5042>

Opera: <http://www.opera.com/browser/tutorials/security/privacy/>

For further general information on cookies and more detailed advice on how to disable and enable them please go to <http://www.allaboutcookies.org>.

Opting-out of Third Party Ad Networks

. You have the ability to opt out of many third-party ad networks. For example, you may go to the Digital Advertising Alliance ("DAA") Consumer Choice Page for information about opting out of interest-based advertising and their choices regarding having information used by DAA companies . You may also go to the Network Advertising Initiative ("NAI") Consumer Opt-Out Page for information about opting out of interest-based advertising and their choices regarding having information used by NAI members.

Opting out from one or more companies listed on the DAA Consumer Choice Page or the NAI Consumer Opt-Out Page will opt you out from those companies' delivery of interest-based content or ads to you, but it does not mean you will no longer receive any advertising through our Website or on other websites. You may continue to receive advertisements, for example, based on the particular website that you are viewing (i.e., contextually based ads). Also, if your browsers are configured to reject cookies when you opt out on the DAA or NAI websites, your opt out may not be effective. Additional information is available on the DAA's website at www.aboutads.info or the NAI's website at www.networkadvertising.org.

APPENDIX C

CATEGORIES OF PERSONAL INFORMATION COLLECTED FROM CALIFORNIA RESIDENTS

Generally, we may collect the below categories of personal data about our applicants and students, to the extent permitted under applicable laws (and for the purposes called out in the main body of this Privacy Policy above):

1

Identifiers: such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, device ID, email address, account name, social security number, or other government identifiers.

2

Paper and electronic records: records containing personal information, such as name, signature, photo, contact information, education and employment history, Social Security number and other government identifiers, financial or payment information.

3

Characteristics of protected classifications: such as sex, gender identity, age, citizenship status, or other characteristics of protected classifications under California or federal law. (Note: generally, this information is collected on a voluntary basis and is used in support of our equal opportunity and diversity and inclusion efforts and reporting obligations, or where otherwise required by law.)

4

Internet or other electronic network activity information: such as browsing history, search history, and information regarding interactions with an internet website, application, or advertisement, as well as physical and network access logs and other network activity information related to your use of your devices, network or other information resource.

5

Audio, video and other electronic data: audio, electronic, visual, or similar information, such as photographs, call recordings, video recordings (e.g. your English proficiency test video recordings, online video sessions records) and other audio recordings.

6

Employment information: professional or employment-related information.

7

Education information: information about education history or background that is not publicly available personally identifiable information as defined in the federal Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).