

TERMS AND CONDITIONS

Use of this Platform shall be governed by these Terms and Conditions, which include the Use Policy and the Privacy Policy.

USE POLICY

This Use Policy applies to all Users of the Platform.

1. Definitions

1.1 Except to the extent expressly provided otherwise:

"**Account**" means a personalised account on the Platform which enables the registered User to access the Platform and use the Services;

"**Agency**" means Smile Education Limited;

"**Client**" means a Student or Guardian;

"**Guardian**" means a person or organisation with an Account that creates and manages Student Accounts and is responsible for the activity of those Students on the Platform, including parents, legal guardians and authorised administrators from schools, local authorities and other institutions;

"**Help Centre**" means the help documentation for the Platform made available to the User via their Account;

"**Lesson**" means a tutoring session delivered by a Tutor and received by a Student or Students;

"**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in the UK;

"**Platform**" means the Tutor Office software and associated Help Centre which is made available to Users in accordance with these Terms and Conditions to allow them to use the Services;

"**Services**" means the services provided to the User via the Platform for tutoring and tutoring support;

"**Student**" means a person with an Account who is seeking or receiving tutoring;

"**Tutor**" means a person with an Account who is offering or providing tutoring to Students; and

"**Tutor Room**" means the online classroom which is integrated into the Platform and which includes video, audio and presentation streams;

"**User**" means a Student, Guardian or Tutor;

"**User Data**" means all data (including Personal Data), works and materials: uploaded to or stored on the Platform by the User; transmitted by the Platform at the instigation of the User; supplied by the User for

uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Platform by the User (but excluding analytics data relating to the use of the Platform and server log files); and

"User Personal Data" means the Personal Data of any User that is processed via the Platform.

2. Platform Use

2.1 The Agency shall make the Platform available to the User for the purposes of using the Services.

2.2 The Platform allows Guardians to:

- (a) create and manage Accounts for Students;
- (b) communicate with Tutors regarding their Students' tutoring; and
- (c) monitor the Platform activity of their Students.

2.3 The Platform allows Students to:

- (a) communicate with Tutors regarding tutoring; and
- (b) attend online Lessons in the Tutor Room.

2.4 The Platform allows Tutors to:

- (a) create a profile (if applicable);
- (b) communicate with Clients regarding tutoring; and
- (c) conduct online Lessons with Students in the Tutor Room.

2.5 The User is permitted to use the Platform for the purposes of using the Services, subject to the following:

- (a) Users must be over 18 years of age to register an Account;
- (b) any Student under 18 years of age wishing to use the Platform must arrange for an authorised Guardian to register on their behalf;
- (c) Users must have the legal right and authority to use the Platform and Services and perform their obligations under these Terms and Conditions;
- (d) Guardians are responsible for managing the Accounts of Students they register on the Platform, for the activity and actions of those Students on the Platform and for ensuring that Students act in accordance with these Terms and Conditions;
- (e) Guardians registering a Student must have the legal right and authority to consent to the processing of the Student's Personal Data for the purposes outlined in the Privacy and Cookie Policy;

(f) Platform Accounts may only be used by those individuals named on the Account and those names must be real and accurate; and

(g) the Platform may only be used for tutoring and tutoring support services.

2.6 The User shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Platform using their Account and must notify the Agency immediately if they become aware of any unauthorised use of their Account.

2.7 The User must ensure that their device and internet connection meet all the technical specifications necessary to use the Platform and Services, as detailed in the Help Centre.

3 Conduct

3.1 The User's conduct on the Platform must:

(a) be appropriate and consistent with generally accepted standards of etiquette and behaviour in the teaching and tutoring industries;

(b) be courteous and polite to other Users of the Platform;

(c) not involve sending an excessive number of messages;

(d) not be offensive, insulting, deceptive, hostile, threatening, abusive, harassing, hateful, discriminatory or inflammatory; and

(e) not cause annoyance, inconvenience or needless anxiety.

3.2 The User must report any safeguarding concerns or inappropriate behaviour of another User.

3.3 The User must not:

(a) use the Platform in any way that is unlawful, illegal, fraudulent, deceptive or harmful, or in connection with any such activity;

(b) cause damage to the Platform or impairment of the availability or accessibility of the Platform;

(c) use or promote the Platform in any way that is liable to result in the blacklisting of any IP addresses or domains being used by the Platform;

(d) access the software code (including object code, intermediate code and source code) of the Platform;

(e) conduct any systematic or automated data collection activity, via or in relation to the Platform; or

(f) conduct (or request that any other person or entity conduct) any load testing or penetration testing.

4. Support

4.1 The Agency shall provide support to the User for using the Platform and Services. The Agency shall respond promptly to requests for support made by the User and shall provide support with reasonable skill and care.

4.2 The User will have access to a Help Centre via their Account which contains support materials for using the Platform and Services.

4.3 Users must inform the Agency immediately if they have any safeguarding concerns.

4.4 The User may request closure of their Account, or for Guardians their Student's Account, by contacting the Agency in writing.

5. User Data

5.1 User Data shall be processed in accordance with the Privacy Policy.

5.2 User Data must not:

- (a) be untrue, false, inaccurate or misleading;
- (b) be libellous or maliciously false;
- (c) be obscene, indecent or inappropriate for children;
- (d) constitute or contain spam, which for these purposes shall include any unsolicited communications;
- (e) constitute a breach of racial or religious hatred or discrimination legislation;
- (f) constitute negligent advice or contain any negligent statement;
- (g) link to any material or site that could breach the provisions of these Terms and Conditions;
- (h) contain any legal, financial or medical advice;
- (i) contain or consist of viruses, worms, spyware, adware or any other software or technologies that will or may have a material negative effect upon the performance of the Platform or a User's computer, or introduce material security risks;
- (j) be illegal or unlawful;
- (k) infringe any person's legal rights or be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law);
- (l) constitute a breach of any contractual obligation owed to any person or entity;
- (m) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

- (n) infringe any right of confidence, right of privacy or right under data protection legislation;
- (o) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (p) be in contempt of any court, or in breach of any court order; or
- (q) have ever been the subject of any threatened or actual legal proceedings or other similar complaint.

6 Data Protection

6.1 The User warrants that it has the legal right to disclose all Personal Data that it does in fact disclose via the Platform.

6.2 All User Personal Data shall be processed in accordance with the Privacy Policy and Data Protection Laws.

6.3 All persons and organisations with access to User Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.4 If any changes or prospective changes to the Data Protection Laws result or will result in any party not complying with the Data Protection Laws in relation to processing of Personal Data, then all parties shall use their best endeavours to promptly agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

6.5 The User warrants that any Personal Data of another user made available to them via their Account will not be removed or copied from the Platform, unless given explicit written consent from the Agency.

7. Acknowledgements and Warranty Limitations

7.1 The User acknowledges that:

(a) complex software is never wholly free from defects, errors, bugs or security vulnerabilities and while endeavours shall be made, no warranty or representation is given that the Platform will be entirely free from defects, errors or bugs or will be 100% secure at all times;

(b) endeavours shall be made to maintain the availability of the Platform to the User at the gateway between the public internet and the network of the hosting services provider for the Platform, but 100% availability is not guaranteed;

(c) the Platform is designed to be compatible only with the software and systems specified as compatible in the Help Centre; and no warranty or representation is given that the Platform will be compatible with any other software or systems;

(d) the Platform and its content may be actively monitored and all communications which occur via the Tutor Room may be recorded for safeguarding, and that these recordings may include audio and video

streams as well presentation streams, which may be accessed in the event of a safeguarding concern to resolve the issue and protect all parties; and

(e) the Agency has the right to withdraw the User's access to the Platform and close their Account.

7.2 All warranties and representations in respect of the provision of the Platform are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties, representations or terms of any related contract will be implied.

8. Limitations and Exclusions of Liability

8.1 Nothing in these Terms and Conditions will limit or exclude any liability:

- (a) for death or personal injury resulting from negligence;
- (b) for fraud or fraudulent misrepresentation; and
- (c) or statutory rights in any way that is not permitted under applicable law.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 8.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

8.3 There shall be no liability to the User in respect of any:

- (a) losses arising out of a Force Majeure Event;
- (b) loss of earnings or anticipated savings;
- (c) loss of business, contracts or opportunities;
- (d) loss or corruption of any data, database or software;
- (e) special, indirect or consequential loss or damage; or
- (f) examination grades, assignment results, progress or achievement of any other accreditation or goal.

9. General

9.1 If a Force Majeure Event gives rise to a failure or delay in any party performing any obligation under these Terms and Conditions, that obligation will be suspended for the duration of the Force Majeure Event.

9.2 Any notice given under these Terms and Conditions must be given in writing, which includes email, the Platform messaging system and the Platform Help Centre.

9.3 Changes to these Terms and Conditions may be made from time to time but if any material changes are made then reasonable steps will be taken to bring such changes to the attention of the User.

9.4 Nothing in these Terms and Conditions shall operate to assign or transfer any Intellectual Property Rights to or from the User.

9.5 The User hereby agrees that the Agency may assign their rights and obligations under these Terms and Conditions to any successor to all or a substantial part of the businesses of the Agency from time to time providing that such action does not serve to reduce the guarantees benefiting the User. The User must not without the prior written consent of the Agency assign, transfer or otherwise deal with any of the Users' rights or obligations under these Terms and Conditions.

9.6 If any provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the provision, in which case the entirety of the relevant provision will be deemed to be deleted).

9.7 These Terms and Conditions shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to adjudicate any dispute.

PRIVACY POLICY

This Privacy Policy applies to all Users of the Platform.

1. Introduction

1.1 The definitions listed in the Use Policy also apply to this Privacy Policy.

1.2 References in this Privacy Policy to "you" are to any User using the Platform (and "your" should be construed accordingly); and references in this Policy to "us" are to the Agency, Smile Education Limited (and "we" and "our" should be construed accordingly).

1.3 This policy applies where we are acting as data controllers with respect to your Personal Data; in other words, where we determine the purposes and means of the processing of that Personal Data.

1.4 This Privacy Policy may be updated from time to time and you should check this page occasionally to ensure you are satisfied with any changes. We may notify you of significant changes by email or through the Platform.

1.5 You can contact us anytime by logging into your Account or via email.

2. Personal Data

2.1 In this Section 2 we have set out:

- (a) the general categories of Personal Data that we may process;
- (b) in the case of Personal Data that we did not obtain directly from you, the source of that data;
- (c) the purposes for which we may process Personal Data; and
- (d) the legal bases of the processing.

2.2 We may process data about your use of the Platform and Services ("Usage Data"). This may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and Platform navigation paths, as well as information about the timing, frequency and pattern of your Platform use. The source of the Usage Data is analytics tracking software. This Usage Data may be processed for the purposes of analysing the use of the Platform and Services. The legal basis for this processing is our legitimate interests, namely monitoring and improving our Services.

2.3 We may process Account data ("Account Data"). This may include name, date of birth, country of residence, address, school, email, username and phone number. The Account Data may be processed for the purposes of operating and securing the Platform, providing the Services, and communicating with you. The legal basis for this processing is: the performance of a contract between you and us or taking steps, at your request, to enter into such a contract; and legitimate interests, namely the administration of the Platform and business and the safeguarding of our Users.

2.4 For Tutors, we may process your Tutor profile data ("Profile Data"), if applicable. This may include your photo, qualifications, accreditations, verifications, tutoring and teaching experience, availability, and the tutoring you offer. The Profile Data may be processed for the purposes of allowing you to use the Platform and our Services. The legal basis for this processing is the performance of a contract between you and us or taking steps, at your request, to enter into such a contract.

2.5 We may process the Personal Data you generate in the course of using the Platform and Services ("Service Data"). This may include your Lesson history and Lesson resources. The Service Data may be processed for the purposes of providing our Services. The legal basis for this processing is: the performance of a contract between you and us; and legitimate interests, namely the administration of our business.

2.6 We may process the data of messages that you send and receive ("Message Data"). This may include the message content, any file attachments and any associated metadata. The Platform will generate metadata associated with messages sent or received via the Platform. The Message Data may be processed to allow you to use the Platform and Services and to allow us to provide safeguarding and

quality control. The legal basis for this processing is: the performance of a contract between you and us; and legitimate interests, namely the safeguarding of our Users.

2.7 We may process the data of reviews submitted ("Review Data"). This may include a star rating and a written review. The Review Data may be processed to allow you to use the Services and to allow for quality control. The legal basis for this processing is: the performance of a contract between you and us; and legitimate interests, namely the quality control of our Services.

2.8 We may process the data of recordings of online Lessons in the Tutor Room ("Recording Data"). This may include audio (microphone) and video (webcam) streams as well as presentation streams. Recording Data is generated during online Lessons in the Tutor Room. This data may be processed to provide safeguarding for Users, resolve disputes and ensure quality control. The legal basis for this processing is: the performance of a contract between you and us; and legitimate interests, namely the safeguarding of our Users and the quality control of the Platform and our Services.

2.9 We may process any of your Personal Data identified in this policy where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

2.10 We may process any of your Personal Data identified in this policy where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the protection of our business against risk.

2.11 In addition to the specific purposes for which we may process your Personal Data set out in this Section 2, we may also process any of your Personal Data where such processing is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

3. Third parties

3.1 For Tutors, once your Account is approved your profile data, if applicable, may be visible to other Users and may also be visible to Platform guests.

3.2 We may disclose your Personal Data to our insurers and professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

3.3 Your Personal Data on the Platform will be accessible to and stored by our trusted partner and Platform provider Tutexa Ltd, to allow provision and management of the Platform and in turn our Services. Tutexa Ltd is registered as a data controller with the UK Information Commissioner's Office (A8425654) and has committed to ensure the confidentiality and security of your Personal Data.

3.4 In addition to the specific disclosures of Personal Data set out in this Section 3, we may disclose your Personal Data where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your Personal Data where such disclosure is necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

4. Durations

4.1 Personal Data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

4.2 We may retain your Personal Data for a period of 2 years from the date of the most recent login to your Account or for 2 months following the closure of your Account.

4.3 Notwithstanding the other provisions of this Clause 4, we may retain your Personal Data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

5. Security

5.1 We will take appropriate technical and organisational precautions to secure your Personal Data and to prevent the loss, misuse or alteration of your Personal Data.

5.2 Your Personal Data will be stored on secure servers in the UK.

5.3 All Personal Data sent between your web browser the servers used by the Platform will be protected using encryption.

5.4 You should ensure that your password is not susceptible to being guessed, by a person or a computer program. You are responsible for keeping the password you use for accessing your Account confidential and you will only be asked for your password in order to login to your Account on the Platform.

6. Your rights

6.1 This Section 6 summarises the rights that you have under applicable data protection law. Some of the rights are complex, and not all of the details are included in these summaries. Accordingly, you should read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights.

6.2 Your principal rights under data protection law are your rights to: access; rectification; erasure; restrict processing; object to processing; data portability; complain to a supervisory authority; and withdraw consent.

6.3 You have the right to confirmation as to whether or not we process your Personal Data and, where we do, you have the right to access the Personal Data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of Personal Data concerned and the recipients of the Personal Data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your Personal Data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access most of your Personal Data by logging in to your Account.

6.4 You have the right to have any inaccurate Personal Data about you rectified and, taking into account the purposes of the processing, to have any incomplete Personal Data about you completed. If any Personal Data that we hold about you needs to be corrected or updated you can contact us by logging into your Account or via email.

6.5 In some circumstances you have the right to the erasure of your Personal Data without undue delay. Those circumstances include: when the Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; if you withdraw consent to consent-based processing; if you object to the processing under certain rules of applicable data protection law; when the processing is for direct marketing purposes; and if the Personal Data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise or defence of legal claims.

6.6 In some circumstances you have the right to restrict the processing of your Personal Data. Those circumstances are: you contest the accuracy of the Personal Data; processing is unlawful but you oppose erasure; we no longer need the Personal Data for the purposes of our processing, but you require Personal Data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your Personal Data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

6.7 You have the right to object to our processing of your Personal Data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process your Personal Data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise or defence of legal claims.

6.8 You have the right to object to our processing of your Personal Data for scientific or historical research purposes or statistical purposes on grounds relating to your particular situation, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

6.9 To the extent that the legal basis for our processing of your Personal Data is either consent or performance of a contract (to which you are party or in order to take steps at your request prior to entering

into a contract), and such processing is carried out by automated means, you have the right to receive your Personal Data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

6.10 If you consider that our processing of your Personal Data infringes data protection laws, you have a legal right to lodge a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of your habitual residence, your place of work or the place of the alleged infringement.

6.11 To the extent that the legal basis for our processing of your Personal Data is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

6.12 You may exercise any of your rights in relation to your Personal Data by contacting us by logging into your Account or via email.

7. Cookies

7.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. Cookies do not typically contain any information that personally identifies a user, but Personal Data that we store about you may be linked to the information stored in and obtained from cookies. Most browsers allow you to refuse to accept cookies and to delete cookies. However, cookies are essential to the correct operation of the Platform and if you block cookies you will not be able to use all the features of the Platform and the Services will not function correctly.

7.2 The Platform uses cookies for the following purposes:

- (a) authentication - to identify you when you visit the Platform and as you navigate the Platform (cookies used for this purpose are: tutoroffice_session); and
- (b) security - as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect the Platform and Services generally (cookies used for this purpose are: XSRF-TOKEN).

7.3 Insofar as cookies are not strictly necessary for the provision of the Platform and Services, you may be asked to consent to use of cookies when you first visit the Platform.

7.4 Google Analytics is used to analyse use of the Platform and Services. Google Analytics gathers information about Platform use by means of cookies. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>.