



Terms of Use

Effective on 【December 1, 2020】

These Terms of Use (“Terms”) govern the access or use by you of iTutorGroup teacher community (collectively and respectively referred to as the “Community”) made available by iTutorGroup and its parents, subsidiaries, representatives, and affiliates (collectively “iTutorGroup”, “we,” “us,” or “our”).

By accessing or using the Community, 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. Your access to and use of the Community 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.

Please take the time to read them carefully. By accessing or using the Community, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, please don’t access or use Community.

Topics:

- General Community rules
- Using the Community
- Changes to the Terms
- Your Account
- Privacy Policy
- Intellectual Property Rights & Content
- Indemnity
- Limitation of Liability
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1. General Community rules

The following rules govern the Community and must be adhered to by all users.

- Users agree not to use any obscene or offensive language; to share any material that is defamatory, abusive or hateful, constitutes junk mail/unauthorized advertising, invades anyone's privacy, encourages

conduct that would constitute a criminal offense or otherwise violate any laws; or to share personal opinions or facilitate/fuel the discussion and/or engage in the behaviors of politics, race, gender, sexuality, violence, illegality religion or any other controversial topic. You agree to only use the Community for lawful purposes.

- To maintain a clean Community, moderators may decide to ban your Community account, and remove messages, material or parts thereof at their discretion if considered to be offensive or contrary to the Community rules.
- Users agree to protect the privacy and rights of iTutorGroup clients at all times. No sharing of specific client information or inappropriate comments pertaining to clients is permitted.
- Users agree to respect the confidentiality of individual contract terms. No sharing of specific contract terms is permitted.
- Users agree to be respectful and mindful of professional conduct when engaging in discussions within the Community.
- Discussion material within the Community is for your personal use only.
- If you participate in the Community, you are responsible for ensuring that any material you share (for example: text, images, or other multimedia materials) does not violate or infringe upon the copyright, patent, trademark or any other personal or proprietary rights of any third party, and is shared with the permission of the owner of such rights.
- All copyright content within the Community is owned by the relevant copyright holders. iTutorGroup does not condone the distribution of copyrighted works without the written consent of copyright owners, and encourages users to seek copyright permission from the relevant owners.

2. Using the Community

You are responsible for making all arrangements necessary for you to access or use the Community. If you have not obtained access to or use the Community 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 improve user experience, we may irregularly provide updates to the Community. We may inform you of the software updates or available improvements through system prompts and in-application announcements. If you do not accept such

updates or improvements, certain functions of the Community may be restricted or may not function as intended. In order to fully realize the functions of the Community, your equipment may require network access. You understand that you will be required to bear the expenses associated with your equipment and network access.

You acknowledge and agree that your use of the Community is at your own risk. We provide, and you accept, use of the Community 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 make no representations about availability, suitability, accuracy, reliability, timeliness, quality or content in or linked to Community. 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.

As a condition of your access to and use of the Community, you agree not to violate any law, statute, rule, permit, ordinance, or regulation in connection with your use of the Community and the related services. You further agree not to (i) decompile, reverse engineer, or disassemble any portion of the Community; (ii) link to, mirror, or frame any portion of the Community; (iii) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Community, or unduly burdening or hindering the operation and/or functionality of any aspect of same; or (iv) attempt to gain unauthorized access to or impair any aspect of the Community or its related systems or networks.

3. 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 Community. 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 Community after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you will stop accessing or using the Community.

We may update the Community, and may change the content at any time. If the need arises, we may suspend access to the Community, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

4. Your Account

If you decide to sign-up to use the teacher Community as a member, you will need to check and confirm the Community Privacy Policy and Term of Use first. Your community account will be created with your personal information in the profile of your registered account in iTutorGroup system, as set out in our Privacy Policy. It is important that you maintain and promptly update your details and any other information you provide to the profile in your teacher account, and to keep such information current and complete.

The Community is only accessible for enrolled teachers with activated teacher accounts. They can only access to the Community via their teacher accounts, and there is no separate password(s) or username(s) for them to register or login. It is important that you keep your teacher 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 teacher account, please notify us at teachersupport@iTutorGroup.com. You agree that you are solely responsible (to us and to other users) for activity that occurs under your account.

In our sole discretion, we may ban your Community account, or modify, reclaim or remove any information associated with your Community account, for any reason (including for reasons related to unlawful or unauthorized usage) and 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.

5. Privacy Policy

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

6. Intellectual Property Rights & Content

We respect intellectual property rights and ask you to do the same. As a condition of your access to and use of the Community, you agree not to use the Community to infringe any intellectual property rights.

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 Community, and all intellectual property rights related thereto (the “iTutorGroup Content”), are either owned or licensed by us. Use of the iTutorGroup Content or materials on the Community 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.

Subject to these Terms, we grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to access and use the Community, and to access the iTutorGroup Content through your use of the Community, 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 Community, and the iTutorGroup Content. You acknowledge and agree that we may terminate this license at any time for any reason or no reason.

If you believe that your copyrighted work has been reproduced in a manner that constitutes copyright infringement and is accessible on the iTutorGroup Platform, please contact us at teachersupport@iTutorGroup.com.

7. Indemnity

You agree to defend, indemnify, and hold harmless iTutorGroup, our parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out of a breach by you or any user of your account of these Terms, or arising out of a breach of your obligations, representation and warranties under these Terms.

8. Limitation of Liability

IN NO EVENT WILL ITUTORGROUP, 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 INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE COMMUNITY, 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. YOU ARE RESPONSIBLE FOR ANY MOBILE AND NETWORK CHARGES THAT

MAY APPLY TO YOUR USE OF THE COMMUNITY. IF YOU ARE UNSURE WHAT THOSE CHARGES MAY BE, YOU SHOULD ASK YOUR SERVICE PROVIDER BEFORE ACCESSING THE COMMUNITY.

The Community 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”). iTutorGroup does not review, monitor, operate and/or control the Third-Party Websites and iTutorGroup 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, iTutorGroup 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. iTutorGroup reserves the right to discontinue links to any Third-Party Websites at any time and for any reason, without notice.

9. Other Terms

9.1 Governing Law

Unless otherwise agreed or required by a mandatory law, these Terms shall be governed by and construed in accordance with the laws of Hong Kong, without regard to choice or conflicts of law principles. Further, you agree to the exclusive jurisdiction of the courts of Hong Kong to resolve any dispute, claim or controversy that arises in connection with these Terms. If you would like to bring a matter to our attention, please contact us at teachersupport@iTutorGroup.com

9.2. Entire Agreement

These Terms, along with the Privacy Policy, constitute the entire legal agreement between you and us concerning your access and use of the Community.

9.3. 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.

9.4. Security

We do not guarantee that the Community will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access the Community. You should use your own virus protection software.

9.5. 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.

9.6. Interpretation

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

[End of Content, Last updated on Nov 30, 2020]