

## **Terms of Use**

### **1. Introduction**

1.1. Tutor Muten is a website that enables Users to find and book professional Tutors, and purchase study material, (Past exam papers, Exam type Question, Memorandums, Study notes, min notes and Tutorial Videos).

1.2. This website usage policy sets out the terms and conditions governing the use of the website. In this policy the words “We”, “us” and “our” mean Tutor Muten and “you” and “your” refer to the User. These and other words, which have a particular meaning, appear with a capital letter and their meanings are set out at the end of the document.

1.3. By using Tutor Muten you signify that you have read, understand and agree to be bound by this website usage policy. If you do not agree to abide by the terms and conditions in this policy you should not use the website.

### **2. Tutor Muten Responsibilities**

2.1. We will build and maintain the tutormuten.co.za website and service and maintain a [99%] uptime of the online tools. We will warn of any planned maintenance and down time in advance as far as is practicable.

2.2. We will invest in tools and services to help Users; Tutors and their Agencies use the website to the full.

2.3. We will operate a service team and feedback centre, both electronic (via email and on website messages) and over the phone.

2.4. We make reasonable endeavours to verify the accuracy and timelessness of website content, including the identity of our Tutors; and DBS disclosures, references and qualifications of our Verified Tutors.

2.5. We will use reasonable endeavours to maintain the website free from viruses or worms but due to the nature of the Internet cannot guarantee this. Users are responsible for having their own Internet security settings in place.

2.6. We will provide the social impact contributions on an opt-out basis via free career guidance and advice. If we have an opportunity, we will participate in many other community events.

### **3. Terms and Conditions of Usage**

3.1. Users’ Responsibilities.

3.1.1. You must be 18 years old or over.

3.1.2. You should exercise your own judgment when assessing website information and the suitability of a Tutor to work with. Because of the number of sources, none of the content on the website can be guaranteed to be complete, accurate or up-to-date. You should not rely on any content on the website as constituting advice, recommendation or endorsement by us. It is wise and advisable to contact our support team either by call or email, to verify info on the website.

3.1.3. You are responsible for your own online security and technical compatibility with tutormuten.co.za

3.1.4. You must report any offensive, intrusive, illegal or defamatory material.

3.1.5. The website is to be used only for personal purposes; to identify Tutors for your personal benefit and/ or the benefit of your immediate family members, or for you to sell educational services and study material. Any usage for commercial purposes outside this, to induce other Users to leave the service or to disintermediate Tutor Muten is not permitted. Any breach or suspected breach of this clause may result in the denial of service.

3.1.6.A User who is deemed to be in breach of this policy may be denied access to the Site, be put on a shared blacklist and a note maybe added to their profile stating the breach.

### 3.2. Registration.

3.2.1. Certain functions of the website are only available to Users, it is safe leave your detail on the site our support time will contact you, for consultation.

3.2.2. You may give your name, email address and name and surname in full. **Do not leave your banking details.** The function of this website does not and will not request your banking details.

3.2.3. You must use your real name, phone number and email address when acquiring service on the website.

3.2.4. We reserve the right to decline to any person as a User on this website.

### 3.3. User Material

3.3.1. You are solely responsible for any material you post to the website. You must be truthful and accurate, and must not say or input anything illegal, defamatory or offensive in any way.

3.3.2. By submitting material to the website, you warrant that you are fully entitled to do so and grant Tutor Muten a non-exclusive, royalty free, non-terminable licence to copy, modify, distribute, show and create derivative works from that material; and waive your rights to be identified as the author.

### 3.4. Variation.

3.4.1. We may restrict the number of profiles a user may view and /or the number of messages and booking requests a User may send, within certain periods at our sole discretion.

3.4.2. We can monitor, edit and remove User information at any point and without notice.

3.4.3. We can suspend or terminate any User and block certain IP addresses to protect our service, at any time and without giving notice or reasons.

3.4.4. We can vary the site features and terms at any point and without notice.

3.4.5. Any changes in this policy will be posted online and a summary of changes will be included in the change history section at the end of the document. We will endeavour to notify Registered Users by email 30 days before the changes take effect.

#### **4. Protection and Usage of Information**

##### 4.1. Privacy.

4.1.1. We will keep your personal information confidential and only give it to others:

1. for the purposes we explained when you registered
2. if you ask us to or give your permission for us to
3. if we have to by law, or the law allows it and it is in the public interest

4.1.2. Use of your personal information submitted to or via the Website is governed by our [Privacy Policy](#).

4.1.3. We as Data Controller may use your information for statistical analysis, to develop and improve our products, to update our records, to identify products which might interest you, to keep you informed about your account and to conduct market research.

4.1.4. Tutor Muten will not sell your email address – we hate spam too.

4.1.5. We record all requests for web pages or forms from our site, including the date and time and the IP address or the User. This information is used to analyse traffic, and investigate use and abuse of the site.

4.1.6. We may also store information about you using cookies. When you visit the website, we send these to your personal computer or other access device. You can delete these cookies, when you want to. Details of the cookies we use are set out in section 6 and the Appendix of the [Privacy Policy](#).

4.2. Intellectual Property. The Tutor Muten name and logo is the property of Tutor Muten and may not be copied or distributed without consent.

#### **5. Liabilities**

5.1. Tutor Muten is liable only for foreseeable loss or damage arising directly out of our own breaches of these terms and conditions, negligence or wilful misconduct up to a maximum of the amount of any fees you have paid to us in the 12 months immediately preceding the date on which your cause of action, if any, arose.

5.2. We shall not be liable for any loss or damage arising from either any error or inaccuracy in statements made on the website by you or any other User, or any negligence, breach of contract, misrepresentation or wilful misconduct connected to the use of the website or the sale of educational services by any User (other than our own).

5.3. We shall not be liable for any indirect, special or consequential loss or damage arising out of or in consequence of lost data, lost profits, damage to goodwill or business interruption, any

delay or failure to perform our own obligations under this policy due to circumstances beyond our own reasonable control.

5.4. Tutors are not employees and are responsible for their own conduct and behaviour both on and off the website.

5.5. tutormuten.co.za provides links to external sites but has no control and is not responsible over the content of those sites. Users may be subject to different Terms and Conditions by using 3rd party websites.

## **6. General**

6.1. Governing Law and Jurisdiction.

6.1.1. This agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

6.1.2. The courts of South Africa have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

6.2. Severability.

6.2.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

6.2.2. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **7. Definitions**

7.1. Tutor Muten: the company Tutor Muten Pty Ltd and its website.

7.2. The website on the domain [www.tutormuten.co.za](http://www.tutormuten.co.za)

7.3. User: any person who uses/ visit the website.

7.4. Tutor: a who is offering educational services, assigned by Tutor Muten, through the website or applying to do so.

7.5. Registered User: a person who has completed registration; providing their name, email address, setting up a password and agreeing to this Site usage policy.

7.6. Study Material: Past exam papers, Exam type question, Memorandums, Study notes, min notes and Tutorial videos